

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS**

REQUEST FOR PROPOSAL



Medical-Dental-Behavioral Health Professional Services

RFP NHDOC 22-05-GFMED

ISSUE DATE: February 25, 2022

CLOSING DATE: April 15, 2022 at 2:00 PM

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SECTION A: Overview and Schedule

1. Executive Summary

- 1.1. **Purpose:** The purpose of this request for proposal (RFP) is to seek staffing to provide medical, dental, and behavioral health services for the patient/resident population of the NH Department of Corrections (NHDOC) at the following service locations identified below.
- 1.2. **Performance Period:** Contract(s) awarded as a result of this RFP is anticipated to be effective upon Governor and Executive Council approval for the period beginning July 1, 2022 through June 30, 2025. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Vendor performance, Commissioner approval, continued appropriation, and G&C approval.
- 1.3. **Service Locations:** Service locations are marked with an “X” below:

NH Department of Corrections Correctional Facilities			
X	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03750
NH Department of Corrections Correctional Facilities			
X	NH State Prison-Men (NHSP-M)	281 North State Street	Concord, NH 03301
	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)		
X	NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301
NH Department of Corrections Transitional Housing Units			
X	North End Transitional Housing Unit (NEH/THU)	1 Perimeter Road	Concord, NH 03301
X	Concord Transitional Work Center (TWC)	275 North State Street	Concord, NH 03301
X	Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road	Concord, NH 03301
X	Calumet House, Transitional Housing Unit (THU)	126 Lowell Street	Manchester, NH 03104

2. Schedule of Events (Timetable)

The following table, below, provides a Schedule of Events for this RFP through contract finalization and approval by the Governor and Executive Council. The NH Department of Corrections reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum that will serve as a Public Notice.

Event #	Description of Event	Date of Event
1	RFP Issued	February 25, 2022
2	Vendor Conference	TBD, if required
3	Vendor (Proposer) Written Inquiries Due	March 18, 2022 at 2:00PM
4	NHDOC Posts Answers to Inquiries	March 25, 2022
5	Proposals Due	April 15, 2022 at 2:00PM
6	Evaluation of Proposals	April/May 2022
7	Best & Final Offer	TBD, if applicable
8	Anticipated Contract Finalization	May 2022
9	Anticipated Approval by the Governor and Executive Council	June 2022
10	Expected Services Start Date	July 1, 2022

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SECTION B: Description of Agency/Division/Program

The NH Department of Corrections is an executive agency of the State of New Hampshire charged with overseeing the State's correctional facilities supervising residents, patients and probation and parolees by providing safe, secure, humane supervision and evidence-based rehabilitation to enhance public safety in New Hampshire.

SECTION C: General Service Provisions

1. Medical-Dental-Behavioral Health Professional Services

The purpose of this request for proposal is for the provision of medical, dental, and behavioral health services for patient centered healthcare services. All healthcare services are provided based on generally accepted standards of care, in accordance with federal and state laws, NH Department of Corrections policies, and in the most cost effective and efficient manner possible in the following areas:

- Medical Care Services;
- Dental Services; and
- Behavioral Health Services.

2. Background

The NH Department of Corrections statutory responsibilities can be found as outlined in NH RSA 21-H. Our primary focus is on the care and custody of all residents housed in State of New Hampshire Department of Corrections facilities regardless of the statutory origin of their booking status. The Department operates three (3) prison facilities, four (4) community residential facilities, and a forensic unit that includes an inpatient secure psychiatric unit (mix of civilly committed and adjudicated people) and a residential treatment unit for those incarcerated with behavioral health issues impeding the ability to function in a general prison housing unit.

Healthcare services are arranged and organized under the direction of the Director of Medical & Forensic Services (Division Director), or designee(s), who must be a state employee to ensure that our facilities maintain a coordinated system for health care delivery. The State retains professional and administrative responsibility for services rendered as required by applicable statutes and regulations in tandem with the Contractor.

Health care is defined in our system as the sum of all actions, preventative and therapeutic, take for the physical and mental well-being of those under our care and custody. Health care includes medical, dental, behavioral health, nutrition and other ancillary services, as well as creating clean and safe environmental conditions for these services to be rendered.

3. Requested Contracted Services

Specific professionals are being sought to fulfill the range of services needed to ensure a responsive, clinically appropriate, and comprehensive healthcare services. These contracted services will work in collaboration with our state healthcare staff and other correctional team members to ensure an adequate and safe healthcare delivery system to meet the needs of our resident population. All contracted employees shall be qualified and licensed to perform the necessary duties related to their scope of service. All healthcare staff are located on site with some travel/movement among facilities required to meet staffing needs in the event of vacancies, changes in staffing due to illness or vacation, staffing efficiencies and possible emergencies. All contracted healthcare staff will be expected to participate in quality assurance activities as appropriate to their role. All healthcare staff will be expected to engage in initial resident assessment activities as appropriate to their role. At all times, services shall be provided in accordance with federal laws, state laws and administrative rules, NHDOC policy, and

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industry standards. Professionals to provide the following services are sought via this request for proposal.

- 2.1. Medical Staff – for the provision of routine, acute, chronic, and primary care evaluation, and treatment. Basic emergency response, development of treatment plans, and coordination of care with community healthcare partners and NH Department of Corrections staff is also expected. This includes assessment at the time of reception into our facilities. Those in this group must be able to perform the majority of their tasks independently including an understanding of various treatment modalities (including providing medication assisted treatment and/or medication for substance use disorders) for a wide range of medical issues. The setting is both an outpatient setting and infirmary level of care. On-call services are part of the expectation to ensure continuity of care twenty-four (24) hours a day. A medical case manager, who shall assist in managing medically complex cases, those hospitalized, medical parole cases and resolving resident medical concerns, is also sought. Medical assistants to ensure coordination of care and support to provider staff is also part of this RFP. A Chief Medical Officer (CMO) is sought.
- 2.2. Behavioral Health Staff – for the provision of behavioral health services that include but not limited to psychosocial and pharmaceutical modalities, as well as providing routine, individual and group therapies, acute, chronic, and emergent in nature. Oversight of behavioral health treatment plans, coordination of care with both contracted and state employees, and ability to provide appropriate services in a NH Department of Corrections inpatient facility, residential treatment settings, as well as general outpatient services to those who have a wide range of psychiatric disorders as diagnosed in the most current diagnostic and statistical manual of mental health disorders that are both acute and long-term is necessary. Psychiatric providers are expected to provide sick call services and on call services to ensure continuity of care 24 hours a day. Additionally, providing medication assisted treatment and/or medication for substance use disorders is expected. A psychologist position is being sought to provide assessment, evaluations, testing, management of special populations, and crisis intervention. A specialist to manage the Not Guilty by Reason of Insanity (NGRI) population, who may be incarcerated but may be at other levels of care, including living independently in the community, throughout New Hampshire and its community mental health system. Specialty services in the form of forensic psychologists who can respond to orders from the New Hampshire court system to complete court ordered competency evaluations is also being requested. Licensed Alcohol and Drug Counselors (LADC) are part of the search for services to provide assessment and treatment for those with substance use disorders. Mental health clinicians are needed for management of a broad range of behavioral health needs. A Chief Psychiatric Officer (CPO) is sought.
- 2.3. Dental Staff – to provide dental evaluation and treatment (including partial and dentures, oral surgery, and dental hygiene services). Care provided can be routine, acute, or emergent. Dental sick call is expected, and a Chief Dental Office (CDO) is sought. On-call services are an expected part of the proposal.
- 2.4. Administrative Staff – to include a Program Manager (PM) who shall serve as the Chief Administrator for the Vendor, who is accountable to the Director of Medical & Forensic Services.
- 2.5. Quality Improvement Analyst – who shall provide a wide range of duties to include behavioral health training to staff, conducting incident reviews, and organizing follow up strategies, assisting in developing and executing a cohesive patient education program, and gathering and analyzing data to identify trends, establish a quarterly reporting mechanism to the Medical & Forensic Services leadership, and to provide data to various stakeholders as determined by the NH Department of Corrections to include utilization management strategies.
- 2.6. Administrative Assistant – one assistant to provide support to the Program Manager in fulfilling obligations incurred under this service request.
- 2.7. Forensic Records Professional – to provide oversight of medical record keeping.

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4. NHDOC Healthcare Services Provided

The healthcare services provided by the NH Department of Corrections are as follows:

- Health Information Management Services
- Pharmacy Services
- Nursing Services
- Behavioral Health Services
- Dental Services
- Physical Therapy
- Nutrition Services
- Electronic Health Record

Of note, the NH Department of Corrections has mental health clinicians, licensed alcohol and drug counselors, and dental assistants as well as various healthcare supervisors in its State's employ. The NH Department of Corrections does not employ any medical, psychiatric, or dental providers. This results in a hybrid system of care that requires a recognition of the importance of collaboration and partnership for those responding to this request for proposal.

5. General Service Provisions

- 5.1. Office Space, Equipment and Utilities: The Department will provide Vendor employees, who are in direct care role, when such role can only be carried out in NH Department of Correctional facilities, with telephone services, and basic office space and furnishings (may be shared), such as the Department provides its direct care State employees. Examples of direct care roles that are facility-based include, but are not limited to, providers, mental health clinicians, and dental staff. Vendor staff who are fully administrative and/or can conduct the requirements of their role external to a facility, not requiring specific and/or non-transportable equipment, will need to be provided by the Vendor within 20 miles of the Concord, NH area. For those Vendor employees who would potentially use NH Department of Corrections space either owned or leased, those employees shall not renovate or permanently alter any structure without written permission of the NH Department of Corrections, Director of Medical & Forensic Services.
- 5.2. Tools: The Vendor will be provided with the equipment as deemed necessary by the NH Department of Corrections, Director of Medical & Forensic Services to provide the requested services. Equipment provided by the NH Department of Corrections will include but not limited to hospital beds, dental operatory equipment, etc. All computer hardware and equipment above the usual and customary equipment will be furnished by the Vendor in accordance with all established State specifications. Any and all tools and containers shall be inventoried before entering and the leaving any and/or all NH Department of Corrections facilities and are subject to search by the Department security staff at any and all times while on the NH Department of Corrections facility grounds. The Vendor shall adhere to the Departments' Tool and Equipment Control Policy, Procedure and Directive relating to this provision.
- 5.3. Rules and Regulations: The Vendor agrees to comply with all laws, rules, regulations and policies of the State of New Hampshire and the NH Department of Corrections. If the NH Department of Corrections pursues and achieves accreditations for all or parts of its services, it shall be required that the Vendor staff shall adhere to those standards as well.
- 5.4. Vendor Employee Information: The Vendor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Vendor and/or sub-vendors to provide services for the NH Department of Corrections. Upon award of a Contractor, the NH Department of Corrections Director of Medical & Forensic Services or designee will notify the selected Vendor the procedures to obtain background checks and fingerprinting. The Vendor and/or sub-vendor employee hiring status shall be contingent upon

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receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety (NHDOS) to the NH Department of Corrections and a procedural review of said reports by the Department.

- 5.4.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Vendor and/or sub-vendor(s) employees to determine eligibility status.
- 5.4.2. The NH Department of Corrections will notify the Vendor of any potential Vendor and/or sub-vendor(s) employee who does not comply with the criteria identified below.
- 5.4.3. In addition, the Vendor and/or sub-vendor shall not be able to hire employees meeting the following criteria identified below:
 - Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Medical & Forensic Services, or designee, of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other states and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals staff on the National Offender Database;
 - Individuals who were a former State of NH employee and/or former contracted employee that were dismissed for cause or resigned or retired pending investigation;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - Relatives or associates of people currently incarcerated or under Departmental supervision (probation or parole) may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 5.4.4. The Vendor shall ensure all proposed Vendor staff have a healthcare exam consistent with one which is required by State of NH employees. This shall include, but is not limited to, physical examination, Mantoux test, dipstick U/A, audiology screening using audiometer, electrocardiogram, chest X-ray, hepatitis B vaccine (three doses), general fitness for duty exam specific to occupational demands.
- 5.4.5. In performing the services specified by the Department, the Vendor employees shall remain employees of the Vendor. The Vendor shall pay all wages, benefits, and applicable taxes on behalf of the Medical, Dental and Behavioral Health professionals. The Vendor shall pay all Federal and State taxes to include Federal Social Security taxes and State Unemployment Compensation taxes.
- 5.4.6. The Department's medical/administrative staff shall not be required and/or requested by the Vendor to enter legal contracts, agreements and/or obligations on behalf of the Department of Corrections.
- 5.4.7. Vendor staff shall not offer opinions or make agreements with other State of NH agencies, private organizations, or individuals regarding policy or clinical process without agreement and collaboration with the NH Department of Corrections, Director of Medical & Forensic Services documented concurrence as it pertains to a Contract and service delivery within State corrections.

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- 5.5. Licenses, Credentials and Certificates: The Vendor shall ensure that NH State licensed professionals provide the services required. The Vendor and its staff shall possess and maintain without lapse or interruption through the life of the Contract all the credentials, licenses and/or certificates required by law and regulations to provide the services required as set forth in any Federal or State laws, statutes, regulations as presently enacted, or which may hereafter be enacted, and which are applicable to the Department's facilities and healthcare programs.
- 5.5.1. The NH Department of Corrections reserves the right to refuse placement of any Vendor proposed staff with or without cause.
- 5.5.2. The Vendor shall maintain current policies and procedures that define the credentialing process in detail and make available for review to the Department's Director of Medical & Forensic Services credentialing information that includes:
- Signed application, verification of education, training, and work history;
 - Professional references, malpractice claims history, results of National Practitioner Data Bank Query;
 - Current license to practice, board or specialty certification, evidence of review of health status;
 - Drug Enforcement Agency (DEA) certificates, lack of present illicit drug use;
 - Cardiopulmonary Resuscitation (CPR), certification and maintenance of credential folders for all healthcare providers and staff employed by the Vendor that contain the items required for a Vendor's employees.
- 5.5.3. The Vendor shall provide to the Department's Director of Medical & Forensic Services all credentialing information required above prior to the performance of any services under contract and within one (1) month of the renewal date of the credential. Prior to employment or at any other time, the Vendor shall, upon the Department's Director of Medical & Forensic Services's request, have each of its employees and those of any sub-vendor who provide contracted services supply the Department's Director of Medical & Forensic Services with the employee's Social Security Number, date of birth, fingerprints and any other data with the NH Department of Corrections to conduct a criminal history check. The criminal history check shall be conducted prior to an employee's assignment to NH Department of Corrections facility/location.
- 5.5.4. The Vendor, not the State, shall be responsible for expenses incurred by the Vendor's professional staff for maintaining current Federal and State licensures, certifications and continuing educational costs.
- 5.6. Staffing Plans for Medical-Dental-Behavioral Health Professional Services:
- 5.6.1. The Vendor shall implement the Thirty (30) Day Transitional Plan to be ready to provide services beginning July 1, 2022, as stated in the Vendors submitted Proposal and approved by the NH Department of Corrections.
- 5.6.2. The Vendor shall adhere to the Department's Division of Medical & Forensic Services approved Monthly Facility Services Schedule (MFSS). The MFSS shall provide a listing of Contracted staff and their location assignment and shall comply with the Vendor's staffing and services plan submitted in its Proposal and approved by the NH Department of Corrections.
- 5.6.3. All staff associated with these services requested by the NH Department of Corrections may be deployed to other facilities/locations to meet business needs and achieve the goals of the Department.
- 5.6.4. The Vendor shall provide a Full-Time Equivalent (FTE) staffing pattern of all positions proposed to meet the needs of the Department as well as a narrative describing the scope of work expected of each of the positions as well as job descriptions. It is not the

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- intention of the Department to have the Vendor provide these services through predominantly part-time (PT) or temporary employees.
- 5.6.5. Vendor employees shall follow the Department's workflow processes to ensure efficient and effective outcomes. Examples include, but are not limited to, electronic scheduling platforms and use of teleconferencing/telehealth equipment.
- 5.6.6. The Vendor shall provide appropriate representatives to serve on and attend all committee meeting as required by the Department's Division of Medical & Forensic Services.
- 5.6.7. The Vendor shall enter information into the Department supplied electronic health/dental record according to all the Departments' policy and procedure directives and to the design of the electronic healthcare record.
- 5.6.8. In accordance with its MFSS, the Vendor shall employ the number and types of personnel necessary to effectively provide the services required by the Department's Division of Medical & Forensic Services at the facilities/locations throughout the State identified in [SECTION A: Overview and Schedule, 1. Executive Summary](#), Service Locations, herein. If requirements or conditions change, the Department's Division of Medical & Forensic Services may direct minor variations to the MFSS. Otherwise, the Vendor shall provide whatever additional number and types of personnel as are necessary to provide the services without additional reimbursement.
- 5.6.9. In the event of vacancies, the Vendor shall provide an action plan with immediate replacement of required personnel if the required position will be vacant for more than thirty (30) days without additional reimbursement from the Department.
- 5.6.10. The MFSS shall comply with the following requirements:
- Provide full name and credential (e.g., MD, DDS, RN, et cetera) of every individual assigned to a position on the schedule for the month including any per diem staff.
 - Shall ensure personnel are qualified and licensed to perform assigned duties.
 - Provide times and locations of all clinic and support services to be provided.
 - Provide times and locations of all training activities, administrative, clinical and management meetings, scheduled days off et cetera.
 - Provide to the Department's Division of Medical & Forensic Services the monthly schedule no later than ten (10) days prior to the first day of the beginning of each service month.
 - The Vendor shall coordinate the granting of paid time off with the Department's Division of Medical & Forensic Services to ensure coverage of clinical services and such coverage will be reflected in the monthly MFSS.
 - The Vendor shall be required to coordinate scheduling with any other contracted Vendor's staff or Department staff that provides clinical or other services in creation of the monthly schedule.
- 5.6.11. The Vendor shall be responsible for a time and attendance system that documents, verifies, and ensures all Vendor staff work the scheduled hours assigned daily. No Vendor staff shall be granted an exemption from this requirement. The Vendor shall provide to the Department's Division of Medical & Forensic Services upon request, access to this documentation.
- 5.6.12. Preference is given to those proposal that address scheduling of staff in a flexible pattern, i.e., consideration given to schedules that are not only Monday-Friday, 08:00AM to 16:30PM

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5.7. Utilization Management:

- 5.7.1. The Vendor shall participate in a Utilization Management (UM) program approved by the Department's Division of Medical & Forensic Services that reviews all referrals for community provided specialty care, non-formulary medications and non-formulary laboratory tests. This program shall include a process that addresses medical necessity based on specialty evidence-based criteria and current community standards. The program shall ensure that a provider does not review/approve his/her referrals, non-formulary medications or non-formulary lab tests.
- 5.7.2. The Department's Division of Medical & Forensic Services is requesting the Vendor to provide a one (1) page proposal describing how they would provide this service to include use of any standard UM programs such as InterQual, Milliman, et cetera, how they currently perform this function in other correction service contracts, and its effects on cost containment while providing appropriate care. For details, please refer to UM guidelines.
- 5.7.3. The Vendor shall participate in a comprehensive Quality Improvement (QI) program that objectively assesses the health care outcomes of the resident/patient population. The QI program will be linked to the UM program to assess high cost/high volume diagnoses and procedures, emergency room utilization and outcome dispositions, medications and laboratory testing to ensure a cost-effective health care program.
- 5.7.4. The Department's Division of Medical & Forensic Services is requesting the Vendor provide a two (2) page proposal describing how they would provide this service and how they currently perform this function in other correctional service contracts. Please refer to [Scope of Services, Exhibit B](#), paragraphs, **Error! Reference source not found.. Error! Reference source not found. and Error! Reference source not found.. Error! Reference source not found..**
- 5.7.5. The Vendor shall provide the Director of Medical & Forensic Services or designee, quarterly QI reporting, monthly QI reviews and results based on key performance indicators designated in the request for proposal, a description of all performance measures the Vendor would provide as part of the Contract.
- 5.7.6. Vendor employees associated with the result of a Contract shall administratively report to the NH Department of Corrections, Director of Medical & Forensic Services or designee to ensure compliance with the policies and procedures of the NH Department of Corrections and State of NH laws and Administrative Rules in addition to any contracted Manager working on behalf of the Vendor to facilitate the Contract. The goal is to work collaboratively with the State in managing the staff to ensure compliance with the Contract as well as appropriate delivery of care.

- 5.8. Admittance: The NH Department of Corrections may, at its sole discretion, remove from or refuse admittance to any Department facility/location any person, for any length of time or permanently without incurring penalty or cost for exercising this right. The Vendor shall be responsible for assuring that the services that the person who was removed or denied access are delivered.

6. 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 3.71 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

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7. 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. Additional information can be located as a separate link:

http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

8. Protected Health Information (PHI)

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

9. Health Insurance Portability and Accountability Act (HIPAA)

Vendor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, “Business Associate” shall mean the Vendor and sub-vendor(s) and agents of the Vendor that receive, use, or have access to protected health information under this Agreement and “Covered Entity” shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link:

http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

Vendor acknowledges that Correctional Institutions and other custodial facilities under (HIPAA)’s Privacy Rule, covered entities may disclose the protected health information (PHI) of a person to the correctional or other “custodial” facility that has him/her in lawful custody. Purposes include:

- Provision of healthcare to the individual;
- The health and safety of other people incarcerated;
- The health and safety of officers or other employees of the correctional institution, or persons involved in transporting people under departmental custody; or
- other activities necessary to the “maintenance of safety, security, and good order” of such institutions.

Correctional facilities may use PHI for all the purposes for which it can be disclosed. Examples if:

- You present an immediate danger to yourself or others.
- You disclose information leading to a suspicion that a child, the elderly, or disabled is in danger of abuse or neglect. The appropriate agency must be notified.
- You disclose information relating to a threat to the security of the institution.
- Mental Health staff are presented with a court order.

An individual is no longer a person under Departmental custody when released on parole, probation, supervised release or otherwise is no longer in lawful custody.

10. Criminal Justice Information Services (CJIS) Security Policy

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual contractor, private entity, noncriminal justice agency representative,

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or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the CJIS policy and is located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

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SECTION D: Process for Submitting a Proposal

1. Proposal Submission Deadline, Labeling, Addressing Instructions

- 1.1. Submission Deadline and Labeling Proposal(s): *Sealed* Proposals submitted in response to this RFP must be received by the NH Department of Corrections, no later than **2:00 PM, EST** on **April 15, 2022** as specified in the Schedule section, herein. Proposal envelopes, boxes and/or containers must be clearly marked as follows:

<p>STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS RESPONSE TO: RFP NHDOC 22-05-GFMED Medical-Dental-Behavioral Health Professional Services</p>
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- 1.2. Addressing Proposal(s): Proposals may be submitted via: Overnight Delivery Service or In-Person with proposals addressed as such:

<p>Overnight Delivery Service or In-Person State of New Hampshire NH Department of Corrections Attn: Contract Administrator, Rm 322 105 Pleasant Street Concord, NH 03301</p>
--

The Main Building at 105 Pleasant Street is a secured facility. Please allow sufficient time for shipping. Vendors shall assume all risk for Overnight Delivery Services and U.S. Mail not meeting the RFP deadline and date.

Fax or e-mail copies shall not be accepted.

2. Submission Criteria

- 2.1. All Proposals submitted in response to this RFP shall consist of:
- 2.1.1. One (1) original and two (2) clearly identified copies of the Proposal, including all required attachments.
 - 2.1.2. One (1) clearly identified electronic copy of the Proposal written in MS Word saved in PDF format, including all required attachments contained on a thumb drive.
- 2.2. The NH Department of Corrections reserves the right to reject all Proposals, to waive informalities and minor irregularities in Proposals received, and to accept any portion of a Proposal or all items bid if deemed in the best interest of the State.
- 2.3. Proposers who are ineligible to bid on proposals, bids or quotes issued by the NH Department of Administrative Services, Division of Procurement and Support Services, pursuant to the provisions of [RSA 21-I:11-c](#) shall not be considered eligible for an award under this proposal.
- 2.4. Unless waived as a non-material deviation in accordance with [SECTION D: Process for Submitting a Proposal](#) and [SECTION F: Evaluation of Proposals, Rights of the NH Department of Corrections](#), late submissions shall not be accepted and may be returned to the proposers unopened.
- 2.5. Delivery of the Proposals shall be at the Proposer's expense. Any damage that may occur due to shipping shall be the Proposer's responsibility.

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- 2.6. For Overnight Delivery Service, the time of receipt shall be when a Proposal is received at the location designated above. For In-Person delivery, the time of receipt shall be when the Proposal is delivered to the Contract Administrator or designee.
- 2.7. The NH Department of Corrections accepts no responsibility for mislabeled mail or mail that is not delivered or undelivered for whatever reason.
- 2.8. If an unsigned proposal is received in response to the RFP, the Proposer may be notified by the NH Department of Corrections and shall be considered “technically non-compliant”.
- 2.9. A Proposer 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.
- 2.10. The NH Department of Corrections shall not consider a Proposal which remains unsigned on the fourth (4) business day after issuing notification of the unsigned Proposal.
- 2.11. Vendors are permitted to submit one (1) Proposal in response to this RFP.

3. Contact Information – Sole Point of Contact

The sole point of contact, the Contract Administrator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Vendor, and approval of the resulting contract by G&C is:

NH Department of Corrections Contract Administrator P.O. Box 1806 Concord, NH 03302 Tel: (603) 271-7602 Fax: (888) 908-6609 Jennifer.A.Lind@doc.nh.gov
--

Other personnel are not authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any other State personnel could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

4. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to this RFP or standard contract terms, shall be submitted via e-mail to the sole point of contact, identified in [SECTION D: Process for Submitting a Proposal](#), Paragraph 3, [Contact Information – Sole Point of Contact](#), above, citing the RFP Title, RFP Number, RFP Section/Paragraph and RFP page number.

- 4.1. Inquiries must be received by the NH Department of Correction’s RFP Point of Contact, above, no later than the conclusion of the Vendor (Proposer) Written Inquiry Period as specified in [Schedule of Events \(Timetable\)](#), [SECTION A: Overview and Schedule](#), herein. Inquiries received later than the conclusion of the Vendor Proposer Written Inquiry Period shall not be considered properly submitted and may not be considered.
- 4.2. Inquiries received shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. The NH Department of Corrections at its discretion may request clarification of an inquiry submitted by a Vendor. Inquiries and/or questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.3. The NH Department of Corrections intends to issue official responses to properly submitted inquiries on or before the date specified in the [Schedule of Events \(Timetable\)](#), herein; however, this date is subject to change at the Department’s discretion.
- 4.4. The NH Department of Corrections may consolidate and/or paraphrase questions for sufficiency and clarity.

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- 4.5. The NH Department of Corrections may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.
- 4.6. Oral/verbal statements, representations, agreements, instructions, clarifications, or modifications concerning the RFP shall not be binding upon the NH Department of Corrections.
- 4.7. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a Proposal by self-monitoring the NH Department of Correction's website: [NHDOC, Doing Business, RFP's](#) that will serve as a Public Notice.

5. Addendums(s) or Withdrawal of RFP

- 5.1. 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 Department's website: <https://www.nh.gov/nhdoc/business/rfp.html>. This notification will serve as the Public Notice.
- 5.2. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the closing of the RFP and/or terminate this procurement in whole or in part at any time.
- 5.3. Whereas the Department may modify the RFP and as a result of the modification determine that Vendors will not have enough time to effect changes to their Proposals, the Department may postpone the Proposal Due Date for a period of up to thirty (30) days in the best interest of the State to allow fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website prior to the Proposal Due Date list in the Schedule of Events, herein.

6. Restriction of Contact with Agency Employees

From the date of release of the RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the NH Department of Corrections regarding the RFP is forbidden unless first approved by the RFP Point(s) of Contact listed in the Proposal Inquiries section, herein.

- 6.1. NH Department of Correction's employees have been directed not to hold conferences and/or discussions concerning the RFP with any potential Vendor during the selection process, unless otherwise authorized by the Point(s) of Contact.
- 6.2. Proposers may be disqualified for violating this restriction on communications.

7. Validity of Proposal

Proposals must be valid for **one hundred and eighty (180) days** following the deadline for submission of Proposals in the Schedule of Events or until the Effective Date of any resulting Contract, whichever is later.

8. Alterations/Changes to RFP and Associated Documents

Any alternation to the text or format of this RFP, or the text or format of any addendum or any file associated with this RFP is prohibited. Any such alterations shall result in the Proposal being rejected.

9. Subcontractors

Proposals utilizing subcontractors for any portion of the services identified in this RFP shall require subcontractors to meet all requirements described in this RFP, the Proposal, any resulting contract, and any renewal thereof. Subcontractors shall commit to the entire contract period stated within the RFP, unless the NH Department Corrections specifically agrees upon the change of such subcontractors. Subcontracting of services shall require prior approval by the NH Department of Corrections. The NH Department of Corrections reserves the right to reject subcontractors identified in this RFP and to require the Vendor to replace such subcontractors deemed unacceptable.

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SECTION E: Content and Requirements for a Proposal

1. Proposal Organization

1.1. Overview:

- 1.1.1. Vendors are expected to examine all documentation and requirements of the RFP. Failure to observe the terms and conditions in completion of the Proposal are at the Vendor’s risk and may, at the discretion of the NH Department of Corrections, result in disqualification.
- 1.1.2. Proposal must conform to all instructions, conditions, and requirements included in the RFP.
- 1.1.3. The NH Department of Corrections shall accept proposals that do not include Podiatrists and/or Oral Surgeons. All Proposals shall be submitted for the full scope of services being requested within the RFP.
- 1.1.4. Proposals should be received by the deadline set forth in the [Schedule of Events \(Timetable\)](#), [SECTION A: Overview and Schedule](#).
- 1.1.5. Vendors shall submit a Technical Proposal and Standard Terms and Conditions Proposal and other supporting documents as outlined in the RFP.

1.2. Proposal Format:

- 1.2.1. Proposals should follow the following format:

Font Style	12 Point, Times New Roman
Line Spacing	One and a half
Text Justification	Flush left
Margins	One inch all around
Tabs	Do not include section tabs
Binding	Do not bind, staple or 3-hole punch
Separation of Sections	Use binder clips
Header/Footer	Do not alter current headers & footers; do not add Company information to headers & footers.
Signatures/Initials	ORIGINAL (handwritten) and in BLUE ink; No computer-generated initials
Executed forms by Vendor	ORIGINAL Forms (no photocopies) executed in BLUE ink
Single Sided	Do not double side pages
Vendor Text	Do not alter the format of the RFP, Form Number P-37, and Appendixes to add Vendor specific information Number P-37 and Appendixes to add Vendor specific information
Black Ink/Graphics	Responses shall use BLACK ink <i>ONLY</i> ; NO COLOR graphics
Sealed Bids	Bids shall be sealed

1.3. RFP Presentation Response:

- 1.3.1. RFP Response shall consist of a **sealed** Technical Proposal and a **sealed** Standard Terms and Conditions Proposal.
- 1.3.2. Presentation of **sealed** Technical Proposal.
 - 1.3.2.1. Technical Proposal Cover Sheet, labeled:
 - “Technical Proposal”;
 - Name of Organization;
 - RFP Title and Number, Date of Submission; and
 - Marked as “Original”.

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- 1.3.2.2. Table of Contents
- 1.3.2.3. Transmittal Letter, [SECTION I: Appendixes](#), (Appendix A), p. 27-28
- 1.3.2.4. Exceptions to Terms and Condition(s) Letter, [SECTION I: Appendixes](#), (Appendix B), p. 29-30
- 1.3.2.5. Non-Disclosure of Right to Know of Information Letter to State Agency, [SECTION G: Terms and Conditions Related to the RFP Process](#), (Paragraph 5. Public Disclosure, herein).
- 1.3.2.6. **Executive Summary** – Not to exceed **eight (8)** pages; briefly summarize an overview of the organization (including any networks or subcontractors to be involved) to include:
 - Number of years the business has been in operation;
 - Educational background;
 - Relevant experience and certifications; and
 - Organizational Chart of key personnel.
- 1.3.2.7. **Organizational Capability** – **Unlimited** pages; describe the overall mission and services of the organization and how it relates to the objectives of the [SECTION C: General Service Provisions](#) and [Scope of Services, Exhibit B](#) of this RFP through the following:
 - Capability to Provide Required Services;
 - Qualified Personnel for Immediate Employment;
 - Correctional Experience; and
 - Any Adverse Legal Judgments.
- 1.3.2.8. **Organizational Approach** – **Unlimited** pages; describe the organization’s approach to provide the required services as specified in the [SECTION C: General Service Provisions](#) and [Scope of Services, Exhibit B](#) of this RFP through the following:
 - Resources Proposed for Technical Approach.
- 1.3.2.9. **Personnel** – Complements the organizational chart to include persons currently on staff that will provide direct programmatic services. For staff to be hired, the Vendor shall describe the hiring process, qualifications for the position(s) and provide job description(s). The NH Department of Corrections reserves the right to accept or reject dedicated staff personnel. Title all resumes and job descriptions within header of document as:
 - Name of personnel/title of position.
 - Vendor’s business address and telephone number.
- 1.3.2.10. **Financial Statements** – Provide, preferably audited, 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 checking off one (1) of the boxes below:

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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- 1.3.2.11. **References** – Minimum of three (3), unlimited pages of qualitative references consisting of a list of current/former clients providing similar Medical-Dental-Behavioral Health Professional Services. The Vendor shall grant the NH Department of Corrections permission to contact references. State of NH personnel should not be used to meet the minimum number of references. Provide the following information to include:
- Name and address of organization;
 - Name and title of contact person;
 - Title, e-mail address, business telephone number of contact person;
 - Website address; and
 - Performance period.
- 1.3.2.12. **Subcontractor Letters of Commitment** (if applicable) – If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required.
- 1.3.2.13. **Licenses/Certifications** (redact personal information).
- 1.3.3. Presentation of **sealed** Standard Terms and Conditions Proposal.
- 1.3.3.1. Standard Terms and Conditions Cover Sheet, labeled:
- “Standard Terms and Conditions Proposal”;
 - Name or Organization;
 - RFP Title and Number, Date of Submission and
 - Marked as “Original”.
- 1.3.3.2. General Provisions, [FORM NUMBER P-37 \(version 12/11/2019\)](#)
- 1.3.3.3. [Special Provisions, Exhibit A](#)
- 1.3.3.4. [Scope of Services, Exhibit B](#)
- 1.3.3.5. [Estimated Budget/Method of Payment, Exhibit C](#)
- FY 2023-2025 Estimated Medical – Dental Budget Worksheet
 - FY 2023-2025 Estimated Behavioral Health – Administrative Budget Worksheet
 - FY 2026-2027 Estimated Renewal Period Budget Worksheet
 - Method of Payment
 - Contractor’s Invoice Template
- 1.3.3.6. Certificate of Good Standing (COGS) (*see Proposal Check Sheet*)
- 1.3.3.7. Certificate of Authority/Vote (*see Proposal Check Sheet*)
- 1.3.3.8. Certificate of Insurance (COI) (*see Proposal Check Sheet*)
- 1.3.3.9. Administrative Rules, Rules of Conduct and Confidentiality of Information Form (*see Proposal Check Sheet*)
- 1.3.3.10. PREA Acknowledgement Form (*see Proposal Check Sheet*)
- 1.3.3.11. Health Insurance Portability and Accountability Act (HIPAA)–Business Associate Agreement (*see Proposal Check Sheet*)
- 1.3.3.12. Criminal Justice Information Services (CJIS) Security Policy (*see Proposal Check Sheet*)
- 1.3.3.13. List of Board of Directors and Business Address (*see Proposal Check Sheet for instructions*)
- 1.3.3.14. List of Key Personnel and Salaries (*see Proposal Check Sheet for instructions*)
- 1.3.3.15. Alternate W-9 Registration (*see Proposal Check Sheet*)
- 1.3.3.16. [Proposal Check Sheet](#)
- 1.3.3.17. [Glossary of Terms](#)

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SECTION F: Evaluation of Proposals

1. Evaluation Criteria and Scoring

- 1.1. Each responsive Proposal will be evaluated and considered regarding the following criteria:
 - 1.1.1. Technical Proposal; and
 - 1.1.2. Cost Proposal (Standard Terms and Conditions Proposal).

Category	Points Per Category
1.1.3. Technical Proposal: (60 Points)	60
1.1.3.1. Organizational Capability: <ul style="list-style-type: none"> 1.1.3.1.1. Capability to Provide Required Services (10 points) 1.1.3.1.2. Qualified Personnel for Immediate Employment (10 points) 1.1.3.1.3. Correctional Experience (10 points) 	
1.1.3.2. Organizational Approach to Performance: <ul style="list-style-type: none"> 1.1.3.2.3. Resources Proposed for Technical Approach (20 points) 1.1.3.2.4. Any Adverse Legal Judgements related to Service Delivery (10 points) 	
1.1.4. Cost Proposal: (40 Points)	40
Total of all Categories	100

- 1.2. The NH Department of Corrections will use a scoring scale of 100 points, a maximum of 60 points awarded based on the Technical Proposal and a maximum of 40 points awarded based on the Cost Proposal.
- 1.3. The NH Department of Corrections will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Reference checks and financial statements, to the extent they are utilized by the NH Department of Corrections, will be used to refine, and finalize scores.

2. Proposal Review

- 2.1. NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP. The evaluation will be based on the demonstrated capabilities and skill of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
- 2.2. NH Department of Corrections shall not review proposals that reduce the Department’s current functions.
- 2.3. NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities as determined by the NH Department of Corrections in any proposal.
- 2.4. NH Department of Corrections reserves the right to cancel this RFP in whole or in part upon written or published notice of intent to do so or solicit new Proposals under a new acquisition process. Financial responsibility for the preparation, work performed, and submission of proposals shall be the sole responsibility of the Proposer and the NH Department of Corrections shall not be held liable for any such costs.
- 2.5. If the NH Department of Corrections determines to make an award based on the above criteria, the Department may notify the selected Proposer(s). Should the NH Department of Corrections be unable to reach an agreement with a selected Proposer(s) during Contract discussions, the NH

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Department of Corrections may then undertake Contract discussions with the next preferred Proposer and so on, or the NH Department of Corrections may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

3. Planned Evaluations

NH Department of Corrections plans to use the following process:

- 3.1. Initial/Procedural Screening of Technical Proposals;
- 3.2. Preliminary Technical Scoring of Proposals;
- 3.3. Final Technical Scoring of Proposals;
- 3.4. Cost Proposal Review;
- 3.5. Best and Final Offer (If Applicable); and
- 3.6. Final Selection.

4. Initial/Procedural Screening of Technical Proposals

NH Department of Corrections will conduct an initial/procedural screening step to verify Proposer compliance with the submission requirements set forth in this RFP and to confirm that the Technical Proposal satisfies the conditions defined in [SECTION E: Content and Requirements for a Proposal](#).

- 4.1. The NH Department of Corrections may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.
- 4.2. Cost Proposals will remain sealed during the Initial/Procedural Screening.

5. Preliminary Technical Scoring of Proposals

NH Department of Corrections will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the Technical Proposals under the guidelines set forth in [SECTION F: Evaluation of Proposals](#). Should a Proposer fail to achieve **35 points** in the preliminary scoring, it will receive no further consideration from the evaluation team and the Proposer's Cost Proposal will be returned unopened. Cost Proposals within the Standard Terms and Conditions Proposals will remain sealed during the Technical Scoring of Proposals.

6. Final Technical Scoring of Proposals

Following Reference Checks and review of written clarifications of Proposal(s), if applicable, the evaluation team will determine a final score for each Technical Proposal(s).

The NH Department of Corrections utilizes a consensus scoring methodology to evaluate submitted proposals. Each final proposal will be evaluated by an open forum of discussion/debate by the evaluation committee. The proposals will be scored comparing the Proposer's proposal to the evaluation criteria and specifications defined in this RFP. Only the consensus score sheet will be used to designate the point value assigned to each proposal.

7. Cost Proposal Review

Cost Proposals will be reviewed upon completion of the final technical scoring of proposals. The Proposer's Cost Proposal will be allocated a maximum potential score of **40 points**. Proposers are advised that this is **not** a low bid award and that the scoring of the cost proposal **will** be combined with the scoring of the technical proposal to determine the overall highest scoring proposal.

- 7.1. The following will be used to assign points for costs:
- 7.2. For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Proposer who has scored above the minimum necessary for consideration on the preliminary Technical Score.

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Proposer's Price Score = (Lowest Proposed Price/Proposer's Price) X Points Assigned

8. Best and Final Offer (BAFO)

NH Department of Corrections may, at its sole option, invite the highest scoring Proposer(s) to submit a "Best and Final Offer" for the Department's consideration. The NH Department of Corrections reserves the right to select the Proposer based solely on the initial proposal(s) and is under no obligation to solicit or accept a BAFO from any proposer(s). As the Department may not request a BAFO, Proposers are encouraged to provide their most competitive prices in their initial proposals.

- 8.1. The BAFO is a one-time invitation only process for a Proposer to submit its lowest priced offer for the Department's consideration.
- 8.2. NH Department of Corrections will provide a deadline submission date for the BAFO.
- 8.3. NH Department of Corrections may communicate in writing any price/cost targets that the Department is seeking in a BAFO. If such target(s) is provided, the Department will do so uniformly to all Proposers selected to participate in the BAFO.
- 8.4. All restrictions on contact with State employees outlined in [SECTION D: Process for Submitting a Proposal, Restriction of Contact with Agency Employees](#) shall remain in effect for the BAFO period.
- 8.5. Each invited Proposer shall only make one BAFO. The BAFO shall not alter the substance of the Proposer's Technical Proposal. The BAFO may only amend the Proposer's initial price proposal.
- 8.6. To the extent the NH Department of Corrections solicits and receives a BAFO pursuant to this section, the Department will re-score the price proposals after review of the BAFO in accordance with [SECTION F: Evaluation of Proposals](#). The NH Department of Corrections will not select a Proposer based on the lowest priced BAFO proposal. A final selection, if any, shall be based on the combined score of the technical proposal and BAFO cost proposal. Only those Proposers who were invited to submit a BAFO will be considered for an award.

9. Final Selection

NH Department of Corrections will conduct a final selection based on the final evaluation of the initial proposals or, if requested, as a result of the BAFO and begin contract negotiations with the selected Proposer(s).

10. Rights of the NH Department of Corrections

NH Department of Corrections reserves the right to:

- 10.1. Make independent investigations in evaluating Proposals;
- 10.2. Request additional information to clarify elements of a Proposal;
- 10.3. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- 10.4. Omit any planned evaluation step if, in the Department's view, the step is not needed;
- 10.5. At its sole discretion, reject any and all Proposals at any time; and
- 10.6. Open contract discussion with the second highest scoring Proposer and so on if the Department is unable to reach an agreement of Contract terms with the higher scoring Proposer(s).

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SECTION G: Terms and Conditions Related to the RFP Process

1. RFP Addendum

The NH Department of Corrections reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Department, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

2. Non-Collusion

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Proposers and without effort to preclude the NH Department of Corrections from obtaining the best possible competitive Proposal.

3. Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

4. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.

5. Public Disclosure

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Agency will post the name, rank, or score of each proposer. In the event that the contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least five (5) business days before final approval of the Contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempt from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g., pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

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If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers.

6. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

7. Proposal Preparation Cost

By submitting a Proposal, a Proposer agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

8. Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

9. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the agency's authority to conduct this procurement and the form and procedures of this RFP.

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*State of NH, Department of Corrections
Medical-Dental-Behavioral Health Professional Services
RFP NHDOC 22-05-GFMED*

SECTION H: Contract Terms and Award

1. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

2. Award

The solicitation of this RFP shall not commit the NH Department of Corrections to award a contract. If the NH Department of Corrections decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

3. Standard Contract Terms

The NH Department of Corrections will require the successful bidders to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire, which is attached as [Appendix C – Standard Terms and Conditions](#).

The Term of the Contract will be for **three (3)** years from the date of approval. The contract term may be extended by an additional term of up to **two (2)** years at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The NH Department of Corrections will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion. If the NH Department of Corrections accepts a Proposer's exception the Department will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions, which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

4. Special Terms

The NH Department of Corrections may entertain partial proposals of the requested services regarding the type of specialty services in the areas of Podiatrists and Oral Surgeons.

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*State of NH, Department of Corrections
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SECTION I: Appendixes

- 1. Appendix A – Transmittal Letter**
- 2. Appendix B – Exception to Terms and Conditions**
- 3. Appendix C – Standard Terms and Conditions (documents provided within RFP)**
 - 3.1. Section 1 – Form Number P-37 (version 12/11/2019), General Provisions
 - 3.2. Section 2 – Special Provisions, Exhibit A
 - 3.3. Section 3 – Scope of Services, Exhibit B
 - 3.4. Section 4 – Estimated Budget/Method of Payment, Exhibit C
 - 3.5. Section 5 – Proposal Check Sheet
 - 3.6. Section 6 – Glossary of Terms

*State of NH, Department of Corrections
Medical-Dental-Behavioral Health Professional Services
RFP NHDOC 22-05-GFMED*

Appendix A – Transmittal Letter

Proposal Due Date: April 15, 2022

[Insert name of Organization] _____
hereby offers the NH Department of Corrections Medical-Dental-Behavioral Health Professional Services as outlined in RFP NHDOC 22-05-GFMED at the price(s) quoted in the Vendor response in complete accordance with all conditions of this RFP and the Standard Terms and Conditions outlined in [Appendix C – Standard Terms and Conditions](#).

[Insert Name of Contract Signatory of P-37] _____
has reviewed and agreed to be bound by the Proposal and attests to the following:

The Vendor attests to the fact that:

1. The Vendor has not altered any of the language or other provisions contained in the Proposal document.
2. The Proposal is effective for a period of 180 days from the Proposal due date.
3. The Proposal was established without collusion with other parties.
4. The Vendor has read and fully understands this Proposal, Addendums to the RFP, and the terms and conditions including but not limited to the Standard Terms and Conditions in [Appendix C – Standard Terms and Conditions](#), which shall form the basis of any Contract resulting from this RFP.
5. Vendor attests that no new terms and conditions have been added and no existing terms and conditions have been deleted or modified from the NHDOC 22-05-GFMED Medical-Dental-Behavioral Health Professional Services RFP used in the Vendor’s Proposal response.

Vendor’s Official Point of Contact Information

Title of Contract Signatory (above): _____

Contract Signatory Telephone Number: _____

Contract Signatory E-Mail: _____

Address of Contract Signatory: _____

Contact Person (if different from Contract Signatory): _____

Contact Person E-Mail: _____

URL: _____

Contract Signatory Signature (above): _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

County: _____ State: _____

On this ____ day of _____, 20 ____ personally appeared before me, the above named _____, in his/her capacity as an authorized representative of

[Contract Signatory]

_____, known to me or satisfactorily proven, and took oath

[Organization]

that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official hand and official seal.

(Notary Public/Justice of the Peace)

(My Commission Expires)

*State of NH, Department of Corrections
Medical-Dental-Behavioral Health Professional Services
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Appendix B – Exception to Terms and Conditions

Exception to Terms and Conditions

A Responder shall be presumed to be in agreement with the Terms and Conditions of RFP NHDOC 22-05-GFMED Medical-Dental-Behavioral Health Professional Services and the Standard Terms and Conditions in [Appendix C – Standard Terms and Conditions](#) unless the Responder takes specific exception to one or more of the conditions on this form. Responders are cautioned that by taking any exception they may be materially deviating from the RFP specifications. If a Responder materially deviates from an RFP specification, its Proposal may be rejected.

A material deviation is an exception to a specification, which 1) affords the Responder taking the exception a competitive advantage over other Responders or 2) gives the State something significantly different than the NH Department of Corrections requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to the NH Department of Corrections concerning the Terms and Conditions of RFP NHDOC 22-05-GFMED Medical-Dental-Behavioral Health Professional Services and the Standard Terms and Conditions in [Appendix C – Standard Terms and Conditions](#). Reference the actual number of the Terms and Conditions for which an exception(s) is being taken. If no exceptions exist, state “**NONE**” specifically on the form below. Whether or not exceptions are taken, the Responder must **SIGN** this form and submit it as part of organization’s Proposal response. *(Add additional pages if necessary).*

Term & Condition Number	Explanation of Exception

By signing this form, I (Contract Signatory) acknowledge and accept, without qualification, all Terms and Conditions of RFP NHDOC 22-05-GFMED Medical-Dental-Behavioral Health Professional Services and terms and conditions of the [Appendix C – Standard Terms and Conditions](#) and other required documents stated in the RFP except those clearly outlined as exceptions above.

Contract Signatory Signature and Title

*State of NH, Department of Corrections
Medical-Dental-Behavioral Health Professional Services
RFP NHDOC 22-05-GFMED*

Appendix C – Standard Terms and Conditions

Form Number P-37 (version 12/11/2019), General Provisions
Special Provisions, Exhibit A
Scope of Services, Exhibit B
Estimated Budget/Method of Payment, Exhibit C
Certificate of Good Standing
Certificate of Authority/Vote
Certificate of Insurance
Administrative Rules, Rules of Conduct and Confidentiality of Information
PREA Acknowledgement Form
Health Insurance Portability and Accountability Act (HIPAA) – Business Associate Agreement
Criminal Justice Information Services (CJIS) Security Policy
Vendor Alternate W-9 Registration
Proposal Check Sheet
Glossary of Terms

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301 P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date June 30, 2025	1.8 Price Limitation
1.9 Contracting Officer for State Agency Paula L. Mattis		1.10 State Agency Telephone Number 603-271-5563	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

*State of NH, Department of Corrections
Medical-Dental-Behavioral Health Professional Services
CONTRACT NHD0C 22-05-GFMED*

Special Provisions, Exhibit A

1. FORM NUMBER P-37 (version 12/11/2019)

“To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: “Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.”

The remainder of this page is intentionally blank.

*State of NH, Department of Corrections
Medical-Dental-Behavioral Health Professional Services
CONTRACT NHD0C 22-05-GFMED*

Scope of Services, Exhibit B

1. Purpose

The NH Department of Corrections (NHD0C) (herein known as the “NHD0C,” “State,” “Corrections,” or “Department”) seeks experienced Contractor(s) to provide Medical-Dental-Behavioral Health Professional services for patient centered healthcare services. All healthcare services shall be provided based on generally accepted standards of care, in accordance with federal and State of NH laws, NH Department of Corrections policies, and in the most cost effective and efficient manner possible in the following areas:

- Medical Care Services;
- Dental Services; and
- Behavioral Health Services.

2. Performance Period

Contract(s) awarded is anticipated to be effective upon Governor and Executive Council approval for the period beginning July 1, 2022 through June 30, 2025. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Contractor performance, Commissioner approval, continued appropriation, and G&C approval.

3. Service Locations

Service locations are marked with an “X” below:

NH Department of Corrections Correctional Facilities			
X	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03750
NH Department of Corrections Correctional Facilities			
X	NH State Prison-Men (NHSP-M)	281 North State Street	Concord, NH 03301
	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)		
X	NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301
NH Department of Corrections Transitional Housing Units (Community Corrections)			
X	North End Transitional Housing Unit (NEH/THU)	1 Perimeter Road	Concord, NH 03301
X	Concord Transitional Work Center (TWC)	275 North State Street	Concord, NH 03301
X	Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road	Concord, NH 03301
X	Calumet House, Transitional Housing Unit (THU)	126 Lowell Street	Manchester, NH 03104

4. Current Resident/Patient/non-Adjudicated Population

NH Department of Corrections Current Average Population		
Northern NH Correctional Facility	Berlin, NH 03570	515
NH State Prison for Men	Concord, NH 03301	1052
Secure Psychiatric Unit / Residential Treatment Unit	Concord, NH 03301	55
NH Correctional Facility for Women	Concord, NH 03301	109
Transitional Housing Units	Concord, Manchester	194
Current Resident/Patient/non-Adjudicated Population:		1925

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
 Medical-Dental-Behavioral Health Professional Services
 CONTRACT NHDOC 22-05-GFMED*

5. Medical and Dental Services

The Contractor shall provide medical and dental treatment services to residents of the NH Department of Corrections at all sites listed above unless otherwise specified by the NH Department of Corrections. Infirmary level of care and dental services are provided at NHSP-M, NCF, and NHCF-W. Residents in Community Corrections will be seen for infirmary and dental care at the appropriate facility. All residents will receive and intake screening per NH Department of Corrections policy. Transitional housing services are provided with medical and dental services via the same gender NHDOC facility closest to their address.

5.1. Required Contracted Medical Staff by Position, Site and Full-Time Equivalent (FTE)¹:

Facilities/Locations	Position²	# FTE
ALL SITES	Chief Medical Officer (CMO)	1.0
	Staff Physician(s)	2.3
	Advanced Practice Registered Nurse (APRNs) ³	5.5
	Medical Case Manager	1.0
	Podiatrist	0.25
NHSP/M	Medical Assistant	1.0
NCF	Medical Assistant	1.0
Required Contracted Medical Staff by Position, Site and FTE		12.05

5.2. Current NH Department of Corrections State Medical Staff by Position, Site and FTE:

Facilities/Locations	Position	# FTE
ALL SITES	Director of Rehab Services	1.0
	Registered Dietician	1.0
	Medical Record Supervisor	1.0
	Director Nursing (DON)	1.0
	Assistant Director of Nursing	1.0
	Chief Pharmacist	1.0
	Pharmacist	4.0
	Pharmacy Technician	5.0
	NHSP-M, SPU and RTU	Nurse Coordinators
Staff Nurses		28.0
Medical Record Technicians		3.5
Ward Clerk		1.0
Secretary		1.0
NHSP-W	Nurse Coordinator	1.0
	Staff Nurses	9.0
NCF	Nurse Coordinator	1.0
	Staff Nurses	11
	Medical Record Technician	1.0
	Ward Clerk	.5
Current NHDOC State Medical Staff by Position, Site and FTE		74

¹ One (1) FTE = forty (40) hours

² Submitted proposals shall include job descriptions for each required contracted medical staff matrix.

³ 3.0 FTE's: NHSP-M, 1.0 FTE NCF, .5 FTE NHCF-W, .5 FTE SPU/RTU. .5 FTE Concord Campus

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- 5.3. Medical Services Program (Contractor shall be responsible for the following):
- 5.3.1. Medical Intake History and Physical Exam that includes ordering a Purified Protein Derivative or Tuberculosis (TB) planting and/or chest x-ray; identification of acute and chronic medical, mental health and dental conditions requiring treatment, dynamic and personalized care planning, medication reconciliation, appropriate and thorough clinical documentation and to classify residents/patients as to medical risk and appropriateness for special programs and housing assignment in a time frame designated by the Department's policy and procedure directives. All services will be provided in a gender responsive and gender-affirming manner.
 - 5.3.2. Contractor shall provide referrals for mental health services to any residents/patients identified as having a current mental illness or possibility of mental illness, suicide, or homicidal ideation and/or unstable mental health condition. Medication shall be continued for chronic disease maintenance and infectious disease care and medications related to other conditions identified, such as intoxication and withdrawal.
 - 5.3.3. Contractor shall document appropriate dispositions and follow-up care needed in the Department's Division of Medical & Forensic Services healthcare records as indicated through departmental policies and procedures.
 - 5.3.4. Contractor shall provide periodic medical evaluations (routine physical examinations) to those residents/patients identified by the Department's Division of Medical & Forensic Services for the purpose of providing preventative health care and identifying new health problems.
 - 5.3.5. Contractor shall assist to identify and to treat terminally ill residents/patients and shall participate in the Department's Division of Medical & Forensic Services multi-disciplinary end of life care program.
 - 5.3.6. Contractor shall provide treatment to residents/patients with acute and sub-acute medical problems or other medical or health problems that are unmanageable in the general population in infirmaries designated by the Department's Division of Medical & Forensic Services unless hospitalization is medically indicated.
 - 5.3.7. Contractor shall provide treatment to residents/patients whose medical conditions require that they be housed in respiratory isolation cells designated by the Department's Division of Medical & Forensic Services, as part of the infirmary care program, unless hospitalization is medically indicated.
 - 5.3.8. Contractor shall refer residents/patients for specialty, subspecialty and hospital services when medically indicated according to the Contractor/Department's Division of Medical & Forensic Services mutually agreed upon Utilization Management Program.
 - 5.3.9. Contractor shall follow the guidelines of the Contractor/Department's Division of Medical & Forensic Services Utilization Management (UM) Program for the delivery of secondary medical services.
 - 5.3.10. Contractor shall utilize on-site specialty clinics at the Department's facilities whenever possible, prior to sending residents/patients to outside care providers. On-site specialty clinics include, but are not limited to: Ziopatch, Electrocardiogram (EKG), ultrasound, x-ray, orthotics and prosthetic, phlebotomy, orthopedics, and optometry. At any time, the Department may add additional on-site specialty clinics, which are to be utilized by the Contractor in the same manner as described above.
 - 5.3.11. Contractor shall follow the Department's Division of Medical & Forensic Services policy and procedure directives for ordering and dispensing prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, wheelchairs, et cetera and shall not

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- provide any equipment, food, or property unless specified in policy or as authorized by the Division of Medical & Forensic Services.
- 5.3.12. Contractor shall treat and stabilize persons requiring emergent or urgent care and coordinate all emergency transfers to designated community provider hospitals with the Department's security staff.
- 5.3.13. Contractor shall participate in the Department's Division of Medical & Forensic Services Infection Control (IC) Program and shall be responsible for on-site clinical management of infectious disease residents/patients with HIV/AIDS, hepatitis virus, SARS-CoV-2, tuberculosis, medicated assisted treatment for substance abuse use disorder, endocrinology specifically associated with transgender and any other infectious diseased resident/patient in need of medical management.
- 5.3.14. Contractor shall provide clinical management of these conditions consistent with the Department's Division of Medical & Forensic Services specific programs, procedures and protocols for HIV/AIDS, TB, Hepatitis, et cetera.
- 5.3.15. Contractor shall operate and manage a comprehensive chronic care clinic program that ensures conditions requiring chronic care are appropriately diagnosed, treated, and controlled to prevent and minimize de-compensation. Chronic care conditions shall include, but not limited to residents/patients with chronic medical problems such as asthma, diabetes, seizures, hypertension, infectious diseases, cardiac disease, conditions related to aging, terminal illness, et cetera. National guidelines developed by recognized organizations shall be followed in the management of chronic disease. The Department's Division of Medical & Forensic Services will decide which organizational guidelines shall be utilized.
- 5.3.16. Contractor shall provide chronic care residents/patients a review of their chronic condition by a physician minimally every six (6) months and at more frequent intervals when clinically indicated as described in the chronic care clinic treatment guidelines approved by the Department.
- 5.3.17. Contractor shall prescribe medications as medically necessary and appropriate and shall utilize the Department's Division of Medical & Forensic Services Pharmacy formulary. The Contractor shall follow and adhere to the Department's Division of Medical & Forensic Services non-formulary medication prescribing guidelines, policies, and procedures.
- 5.3.18. Contractor shall provide comprehensive resident/patient health education to all residents/patients.
- 5.3.19. Contractor shall treat and stabilize, as medically appropriate, residents/patients requiring emergent dental care when the Dental Services provider is not on site.
- 5.3.20. Contractor shall provide timely and appropriate care of the pregnant patient in accordance with the Department's policies and guidelines.
- 5.3.21. Contractor shall produce reports addressing the work being performed under the Contract in a form, format and time frame delineated by the Department's Division of Medical & Forensic Services.
- 5.3.22. Medical Case Management services are required to assist in medical parole management, management of medically complex cases, assisting in ensuring Medicaid eligibility, and assisting in educating and assisting in advance directive completion.
- 5.3.23. Chief Medical Officer (CMO) shall travel to all prison sites to provide clinical supervision to Contractor and non-Contractor medical staff including all Advanced Practice Registered Nurses (APRNs), participates in required medical staff committees, reviews formulary requests for medications, manages complicated

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medical cases, completes record reviews to ensure compliant clinical practices, recommends changes to policy for improvement of service delivery, participates in the creation and revision of clinical protocols and algorithms, clinically supervises all licensed health staff when the Department implements any new health delivery initiatives such as Point of Care Ultrasound, or Telehealth and completes clinical performance evaluations annually. Participates with the Department's Division of Medical & Forensic Services and other appropriate agencies in reviewing potential medical risk management issues or tort actions and makes court appearances to testify on clinical decisions. Other duties include responsibility for on-call schedule and recommendations for medical parole pursuant to RSA 651.

5.3.24. Chief Medical Officer shall be an integral part of the Department's Division of Medical & Forensic Services Continuous Quality Improvement (CQI) program by participating and/or facilitating the following:

- Continuous Quality Improvement initiatives and routine professional peer review;
- Participate in periodic Continuous Quality Improvement meetings on its MFSS to review measures of performance and to develop and monitor and measure quality improvement outcomes;
- Conduct reviews in the Medical Service Areas to monitor the health services provided, collect, trend, and disseminate data, develop, and monitor corrective action plans and facilitate communication between all health care disciplines;
- Provide an appropriate, clinically equivalent clinician, designated by the Contractor to review the work of all practicing physicians and midlevel providers on an annual basis;
- Provide reports to the Department's Division of Medical & Forensic Services in a form, format and time frame mutually agreed upon between the Department's Division of Medical & Forensic Services and Contractor;
- Upon the Department's Division of Medical & Forensic Services request, the Chief Medical Officer shall investigate complaints made by residents/patients or other persons in interest regarding any aspect of the Medical Services health care delivery system and respond to the Department within ten (10) days of receipt of the request. The Department, in its sole discretion, may direct the Contractor to take specified action(s) regarding a complaint;
- Participate in the Department's Division of Medical & Forensic Services mortality and morbidity review process;
- Participate in the Pharmacy & Therapeutics and Infection Control Committees; and
- Chief Medical Officer has a current and shall maintain an on-going Drug Enforcement Administration (DEA) certification.

5.3.25. Chief Medical Officer shall be an integral part of the Contractor/Department's Division of Medical & Forensic Services Utilization Management program by participating and/or facilitating the following:

- Participating in Utilization Management practices for all Medical clinical services;
- Assure resident/patients receive timely, appropriate, and coordinated medical services to optimize patient outcome;

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- Ensure necessary care is provided in a cost-effective manner consistent with appropriate standards of care;
 - Participate in a Utilization Management Program which shall include but not be limited to review of:
 - a. All inpatient admissions (hospital and infirmary);
 - b. Outside specialty outpatient procedures and consultations;
 - c. Specialty diagnostic and imaging services to include on-site x-rays and EKG;
 - d. Surgeries;
 - e. On-site specialty clinics (Orthopedics, Optometry and Podiatry);
 - f. Laboratory testing; and
 - g. Medication prescribing.
- 5.3.26. Chief Medical Officer shall participate in a concurrent review program that includes daily examination of inpatient admissions to monitor length of stay and frequent communication with hospital staff to facilitate discharge of residents/patients to minimize length of stay.
- 5.3.27. Chief Medical Officer shall participate in discharge planning activities and make recommendations for the most appropriated Department setting.
- 5.3.28. Chief Medical Officer shall provide primary care services for residents/patients at designated Department sites. Works jointly with other providers and Department nursing staff to facilitate proper health services for residents/patients of the Department, participates in appropriate operational initiatives on behalf of the Department's Division of Medical & Forensic Services, assists in the review of potential risk management issues or tort actions, consults with community providers to ensure medically appropriate and necessary care.
- 5.3.29. Chief Medical Officer shall provide reports to the Department in a form, format and time frame mutually agreed upon between the NH Department of Corrections and the Contractor.
- 5.4. Medical On-Call Services (Contractor shall be responsible for the following): Contractor shall provide on-call medical coverage for all facilities/locations identified in [Scope of Services, Exhibit B, Error! Reference source not found., Error! Reference source not found.](#) of this document, Monday through Friday from 4PM to 8AM, twenty-four (24) hours a day and on weekends as well as all State and Federal holidays. On-call coverage is required three hundred sixty-five (365) days a year. The Contractor's on call providers shall assess emergent needs of residents/patients as reported by Department's Division of Medical & Forensic Services medical staff or correctional staff in the absence of on-site medical professionals. The Contractor shall provide an appropriate rotation of providers to meet the needs of on-call medical services to manage the facilities/locations listed in paragraph [Error! Reference source not found., Error! Reference source not found.](#) The on-call provider shall respond by telephone to institution-based calls within fifteen (15) minutes of the telephone call for service and shall provide direction to the caller. If requested to do so or the situation warrants direct assessment, the on-call provider shall report to the institution within one (1) hour after notification.

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5.5. Required Contracted Dental Staff by Position, Site and FTE⁴:

Facilities/Locations	Position⁵	# FTE
ALL SITES	Chief Dental Officer (CDO)	1.0
	Oral Surgeon	0.25
NHSP-M, SPU, RTU and NHCF/W	Staff Dentist(s)	1.6
	Dental Assistant(s)	1.6
	Dental Hygienist(s)	1.75
NCF	Staff Dentist(s)	1.0
	Dental Hygienist(s)	.25
Required Contracted Dental Staff by Position, Site and FTE		7.45

5.6. Current NH Department of Corrections Dental Staff by Position, Site and FTE:

Facilities/Locations	Position	# FTE
All SITES	Prison Dental Office Supervisor	1.0
NHSP-M, SPU, RTU and NHCF/W	Dental Assistant(s)	2.0
NCF	Dental Assistant	1.0
Current NHDOC Dental Staff by Position, Site and FTE		4.0

5.7. Dental Services Program (Contractor shall be responsible for the following):

- 5.7.1. Provide dental sick call clinics for each facility based on each facilities' requirements by population.
- 5.7.2. Use of the Department's Division of Medical & Forensic Services electronic dental record that identifies the resident's/patient's oral health condition and specifies the priorities of treatment by category consistent with the Department's policy.
- 5.7.3. Ensure residents/patients referred to Dental Services by the Medical staff with an urgent or emergent need are seen within twenty-four (24) hours (Monday-Friday).
- 5.7.4. Provide dental services equivalent to those available in the general population to higher level custody/restricted residents/patients.
- 5.7.5. The Chief Dental Officer (CDO) will provide a coverage plan for all NH Department of Corrections' sites in the event of a dental staffing deficit.
- 5.7.6. Contractor shall at all facilities operated by the Department and designated identified in paragraph **Error! Reference source not found., Error! Reference source not found.**, ensure the following services are provided:
 - All residents/patients are eligible for emergency or urgent needs.
 - Restorations (fillings):
 - a. Amalgam (silver) restorations: primary or permanent (1, 2, 3 or more surfaces); and
 - b. Composite resin (white) restorations on anterior and posterior teeth (1, 2, 3 or more surfaces).

⁴ One (1) FTE = forty (40) hours

⁵ Submitted proposals shall include job descriptions for each required contracted dental staff matrix.

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- Referrals for evaluation and treatment by specialists shall be subject to the Contractor/Department's Division of Medical & Forensic Services agreed upon Utilization Management process and require pre-authorization; and
 - Deviations from dental treatment guidelines shall be subject to the Utilization Management process.
- 5.7.7. Diagnostic/Preventative Dentistry by Primary Dentist:
- Initial/periodic oral examination;
 - Development of treatment plan;
 - Intra-Oral cancer examination;
 - Visual aids; and
 - Consultations.
- 5.7.8. Dental X-Rays (Department-owned equipment):
- Bitewing;
 - Single; and
 - Other: X – Rays
 - a. Full Mouth
 - b. Panoramic
- 5.7.9. Prophylaxis by Dental Hygienist:
- Oral hygiene instruction;
 - Oral scaling by resident/patient request per Dental PPDs, treatment guidelines and procedures; and
 - Oral examination and referral to primary dentist when indicated.
- 5.7.10. Oral Surgery by Primary Dentist and Oral Surgery:
- Single tooth extraction;
 - Surgical extraction-erupted tooth;
 - Surgical extraction-soft tissue impaction;
 - Surgical extraction-partial bony impaction; and
 - Surgical extraction-full bony impaction.
- 5.7.11. Oral surgery by Oral Surgeon:
- Simple extractions;
 - Surgical extractions;
 - Tori removal;
 - Trauma related issues; and
 - Biopsies.
- 5.7.12. Periodontics (Gum Treatment) by Primary Dentist:
- Occlusal adjustment-limited.
- 5.7.13. Major Restorative Dentistry by Primary Dentist:
- Re-cement existing fixed prosthetics; and
 - Re-cement existing post, core, and crown.
- 5.7.14. Prosthodontics (dentures) by Primary Dentist: Services shall include, but are not limited to, and shall be subject to the Department's Division of Medical & Forensic Services Dental Policy, Procedure and Directives (PPDs), treatment guidelines and procedures of the following:
- Complete dentures (upper or lower);
 - Partial dentures; and
 - Night guard appliance.

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- 5.7.15. Dental Trauma:
- Immediate consult if applicable, patient should be medically stable;
 - Follow up with either provider onsite or surgeon off site; and
 - Follow up with patient going forward.
- 5.7.16. Chief Dental Officer shall travel to all prison sites to provide clinical supervision to Contractor dental staff, including staff dentists, dental assistants, and hygienists.
- 5.7.17. Chief Dental Officer shall participate in all required medical/dental staff committees, reviews formulary requests for dental medications, manages and provides oversight to dental services provided, completes dental record reviews to ensure compliance to PPDs, treatment guidelines and procedures, recommends changes to policy for improvement of service delivery, participates in the creation and revision of policies, treatment guidelines and procedures and completes clinical performance evaluations annually. Participates with the Department’s Division of Medical & Forensic Services and other appropriate agencies in reviewing potential medical risk management issues or tort actions and makes court appearances to testify on dental clinical decisions.
- 5.7.18. Chief Dental Officer shall perform all aspects of general dentistry including but not limited to examination and triage, fillings (composite and amalgams), oral surgery (limited to simple and surgical extractions, prosthetics, complete and partial dentures, primarily removable) and hygiene (prophylaxis and root planing). Other duties include responsibility for assuring the dental staff schedule is adequate for clinical coverage at all facilities/locations.
- 5.7.19. Chief Dental Officer shall be an integral part of the Contractor/ Department’s Division of Medical & Forensic Services Continuous Quality Improvement program by participating and/or facilitating the following:
- Continuous Quality Improvement initiatives and routine professional peer review;
 - Participates in periodic Continuous Quality Improvement meetings on its MFSS to review measures of performance and to develop, monitor and measure quality improvement outcomes;
 - Conduct reviews in the Dental Service Areas to monitor the dental services provided, collect, trend, and disseminate data, develop, and monitor corrective action plans and facilitate communication between all dental care disciplines;
 - Provide an appropriate, clinically equivalent clinician, designated by the Contractor, to review the work of all practicing dentists, oral surgeons, and hygienists on an annual basis;
 - Provide reports to the Department’s Division of Medical & Forensic Services in a form, format and time frame mutually agreed upon between the Department’s Division of Medical & Forensic Services and Contractor.
 - Upon the Department’s Division of Medical & Forensic Services request, the Chief Dental Officer shall investigate complaints made by residents/patients or other persons in interest regarding any aspect of the Dental Services health care delivery system and respond to the Department within ten (10) days of receipt of the request. The Division of Medical & Forensic Services, in its sole discretion, may direct the Contractor to take specified action(s) with regard to the complaint;
 - If appropriate, participate in the Department’s Division of Medical & Forensic Services mortality and morbidity review process;

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- Participate in the Pharmacy & Therapeutics and Infection Control Committees and;
 - Reviews records and advises on requests for treatment and procedures for residents housed at county jails and out of state on interstate compact status.
- 5.7.20. Chief Dental Officer shall be an integral part of the Contractor/Department's Division of Medical & Forensic Services Utilization Management program by participating and/or facilitating the following:
- Participating in utilization management practices for all dental clinical services;
 - Assure resident/patients receive timely, appropriate, and coordinated dental services to optimize resident/patient outcomes;
 - Ensure necessary care is provided in a cost effective manner consistent with appropriate standards of care;
 - Provide reports to the Department's Division of Medical & Forensic Services in a form, format and time frame mutually agreed upon between the Department and Contractor.

5.8. Dental On-Call Services (Contractor shall be responsible for the following): Contractor shall provide on-call dental coverage for all facilities/locations identified in [Scope of Services, Exhibit B, Error! Reference source not found., Error! Reference source not found.](#) of this document, Monday through Friday from 4PM to 8AM, as well as 24 hours a day on weekends to include all State and Federal holidays. On-call coverage is required 365 days a year. The Contractor's on call providers shall assess emergent needs of residents/patients as reported by Department's Division of Medical & Forensic Services health care staff or correctional staff in the absence of on-site dental professionals. The Contractor shall provide an appropriate rotation of providers to meet the needs of on-call dental services to manage the facilities/locations listed in paragraph [Error! Reference source not found., Error! Reference source not found.](#) The on-call provider shall respond by telephone to institution-based calls within fifteen (15) minutes of the telephone call for service and shall provide direction to the caller.

6. Required Behavioral Health Services

All sites have a broad range of outpatient behavioral health services offered to include crisis response, individual therapy, group therapy, psychoeducational groups, and medication management. Inpatient services are offered at the Secure Psychiatric Unit (SPU) and residential treatment is currently offered at the Residential Treatment Unit (RTU) and Wellness Units (mental health), Focus (substance use disorder), and the ISOT (Intensive Sexual Offender Treatment) unit. Included in this request is the need for staff to respond to court ordered competency evaluations, and related activities, known in NH as the Office of Forensic Examiners (FE).

Current NH Department of Corrections state behavioral health staff includes disciplines such as Social Workers, Clinical Mental Health Counselors and Recreational Therapists.

In response to this section, indicate the treatment modalities that will be implemented to meet the needs of this population e.g., individual and group treatment recommendations, assessment tools, documentation expectations, experience managing a forensic population and your effectiveness.

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6.1. Required Contracted Behavioral Health Staff by Position, Site and FTE⁶:

Facilities/Locations	Position⁷	# FTE
ALL SITES	Chief Psychiatric Officer (CPO)	1.0
	Staff Psychologist	1.0
NHSP-M	Psychiatric Nurse Practitioner	2.0
	Mental Health Clinician	1.0
	Licensed Alcohol and Drug Counselor	1.0
SPU/RTU	Staff Psychiatrist	1.0
	Psychiatric Nurse Practitioner	2.0
NHCF-W	Psychiatric Nurse Practitioner	1.0
	Mental Health Clinician	2.0
	Licensed Alcohol and Drug Counselor	1.0
NHSP-M/ Concord Campus (CC)	Staff Psychiatrist	2.0
Concord Campus	Mental Health Clinician	1.0
NCF	Psychiatric Nurse Practitioner	1.0
	Mental Health Clinician	1.0
Central Office	Chief Forensic Evaluator	1.0
	Forensic Evaluators (FE) – Psychologists	4.0
	Forensic Office Manager/Data Analysis – FE	1.0
	Forensic Office Records Clerk	1.0
	NGRI Clinical Coordinator	1.0
	Required Contracted Behavioral Health Staff by Position, Site and FTE	26

6.2. Current NH Department of Corrections Behavioral Health Staff by Position, Site and FTE:

Facilities/Locations	Position	# FTE
NHSP-M	Licensed Alcohol and Drug Counselor	2.0
	Administrator	2.0
	Administrative Support Staff	.5
	Mental Health Clinicians	6.0
SPU/RTU	Administrator	1.0
	Administrative Support Staff	1.0
	Recreational Therapist	2.0
	Mental Health Clinician	7.0
NHCF-W	Licensed Alcohol and Drug Counselor	2.0
	Recreational Therapist	1.0
NCF	Licensed Alcohol and Drug Counselor	4.0
	Mental Health Clinician	2.0
	Administrator	1.0
Current NHD0C Behavioral Health Staff by Position, Site and FTE		31.5

⁶ One (1) FTE = forty (40) hours

⁷ Submitted proposals shall include job descriptions for each required contracted behavioral health staff matrix.

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- 6.3. Behavioral Health Services Program (Contractor shall be responsible for the following):
- 6.3.1. Inpatient Forensic Behavioral Health Services Located at SPU and RTU: Inpatient services being sought for the Secure Psychiatric Unit and the Residential Treatment Unit, to provide secure inpatient psychiatry care and residential treatment services for a one hundred and six (106) bed unit, sixty-six (66) beds allocated for Secure Psychiatric Unit and forty (40) beds for adjudicated men in a voluntary Residential Treatment Unit a separate unit within the Secure Psychiatric Unit. Monitoring and coordination of care for Not Guilty by Reason of Insanity (NGRI) civil committees per the functions of [RSA 651:11-a](#) in collaboration with the Division of Medical & Forensic Services on behalf of the Commissioner as they are granted privileging through the State Mental Health System. Presenting testimony in civil commitment hearings and guardianship hearings as relevant to patient care rendered.
- 6.3.2. Outpatient Behavioral Health Services: Provide individualized behavioral health treatment, in accordance with a treatment plan, for the amelioration and maintenance of acute or long-term mental health needs. This includes provision of diagnostic tests, screenings, and interviews; individual therapy; psychiatric evaluation; medication management and emergency/crisis intervention. Assistance in planning for release from custody to ensure continuity of care Outpatient behavioral health services may include mental health services, substance use disorder treatment services, and sexual offender treatment. All behavioral health services are based on evidence-based practices and in accordance with federal and State laws as well as NH Department of Corrections policies.
- 6.3.3. Court Appointed Forensic Evaluation Services: Provide evaluations within statutory timeframe while providing quality competency evaluations for the State's need for expert forensic psychiatric/psychological evaluations during the judiciary process to determine if clients are competent to stand trial.
- 6.3.4. Provide forensic psychiatric/psychological evaluations that are requested by the New Hampshire Court System, to testify, as required, regarding content of the evaluations, to act as a liaison to the Courts, Attorneys, and County Facilities and provide training/consultation in this activity as agreed upon by the Contractor and the NH Department of Corrections and outlined in NH Statutes. This shall include the tracking of cases and management of data to track statutory compliance with evaluation completion standards as well as establishing baseline data, trending, and workflow within the Office of Forensic Examiners. In this activity as agreed upon by the Contractor and the NH Department of Corrections and work in conjunction with the Department to establish standards of practice and policy development for the Division of Medical & Forensic Services.
- 6.3.5. Chief Psychiatric Officer (CPO): Contractor shall provide a Chief Psychiatric Officer to oversee all behavioral health Contracted services by providing clinical leadership to the providers, recruitment of psychiatry staff as well as advising the NH Department of Corrections on policy matters pertaining to areas such as forensic psychiatry. To supervise staff compliance to policy and practice standards as set forth by the NH Department of Corrections with weekly collaboration from the Contractor using quality improvement practices, treatment standards, peer review, annual audits, and on-going daily oversight.
- The CPO's responsibilities shall include clinical oversight, on-site supervision of the clinical work of all clinicians and psychiatry working at all the NH Department of Corrections sites, including clinicians who do not have the

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Contractor as their employer. The CPO shall work collaboratively with the non-Contractor Administrator to bridge clinical practice with security and within the policies and procedures set forth by the NH Department of Corrections, State of NH, and Federal Laws. Lead or participate in quality improvement initiatives as directed by the NH Department of Corrections and supported by the Contractor for continuous quality improvement.

- Provide direct clinical service including but not limited to providing comprehensive psychiatric evaluations, clinical formulations, clinical assessments, legislative presentation, and ongoing prescription of psychotropic medications.

6.3.6. **Behavioral Health On-Call Services:** Provide on-call psychiatric coverage for all sites, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, to include all State and Federal holidays, to assess emergent needs of individuals under Departmental care as reported by NH Department of Corrections medical staff or correctional staff to the on-call providers in the absence of on-site behavioral health professionals. Provide an appropriate rotation and publish a monthly schedule of providers to meet the needs of on-call psychiatric services to manage all sites. On-call Psychiatric Services is defined as acting on referrals that might require traveling to different sites, to assess behavioral health needs and provide services that include but not limited to medication orders, housing recommendations, monitoring the use of restraints per [RSA 627:6](#), [COR 304:02](#), triage of acute psychiatric episodes, and suicide risk assessments.

7. Administrative Services

The NH Department of Corrections requests that the Contractor shall include the following administrative positions to support the efficient and effective delivery of the requested healthcare services:

7.1. Required Contracted Administrative Staff by Position, Site and FTE⁸:

Facilities/Locations	Position⁹	# FTE
Central Office	Program Manager	1.0
	Administrative Assistant	1.0
	Quality Improvement Analyst (QIA)	1.0
Required Contracted Administrative Staff by Position, Site and FTE		3.0

- Program Manager: One (1) Program Manager (PM) shall serve as the Chief Administrator and will be available to be on any site during the length of the Contract. The PM shall serve as the liaison and be responsible for working with NH Department of Corrections, Division of Medical & Forensic Services leadership to resolve issues related to health care delivery.
- Administrative Assistant: One (1) Administrative Assistant (AA) who shall work with the Program Manager to ensure that all necessary administrative functions are fulfilled to ensure smooth and responsive operations within the context of the Contract.

⁸ One (1) FTE = forty (40) hours

⁹ Submitted proposals shall include job descriptions for each required contracted administrative staff matrix.

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- Quality Improvement Analyst: One (1) Quality Improvement Analyst (QIA) who shall be responsible for assisting in the collection, reporting, and analyzing of data related to ensure continuous quality improvement for healthcare services. The QIA shall conduct incident reviews at the request of the NH Department of Corrections, will support auditing and Contract compliance efforts, and will assist in attaining accreditation if the NH Department of Corrections seeks that. The QIA shall develop reports at the request of the NH Department of Corrections to be responsive to those seeking information as determined by the NH Department of Corrections. The QIA shall provide quarterly training to security staff on the topics of suicide prevention, working with residents who have mental illness (both acute and chronic), and managing mental health contacts within the context of a correctional environment. The primary group to receive this training will be those in restrictive housing units but can be provided to security staff throughout the NH Department of Corrections. The QIA shall work with the Division of Medical & Forensic Services leadership on developing an annual patient education plan, executing said plan, and monitoring the plan.

8. Key Medical, Dental, and Behavioral Health Performance Indicators

Area	Performance Measure	Operational Action
Medical, Dental, and Behavioral Health	Staffing Provide and maintain adequate staffing to adhere to policies and rules regarding newly admitted intakes. Medical Intake = 14 days Dental Intake = 30 days BH Intake = 14 days	Shall be reviewed quarterly through information generated by NHDOC Health Information Management staff.
Medical, Dental, and Behavioral Health	Medical Consults All consult requests shall be based on a thorough assessment by the provider. If a higher level of care is needed, this will be based on utilization management principles for the condition being treated.	A process shall be implemented by the contractor to ensure that consults that are ordered will be reviewed and assessed for medical necessity. If not indicated an alternative plan will be outlined by the CMO, who has oversight of this committee.
Medical, Dental, and Behavioral Health	Pharmacy Waste All prescribing providers will adhere to NHDOC workflow regarding ordering medications by adhering to NHDOC pharmacy parameters for reordering and for initial prescribing of medications to reduce waste.	Shall be reviewed quarterly through NHDOC pharmacy generated reports.
Medical, Dental, and Behavioral Health	Prescribing per Diagnosis The Contractor shall prescribe medications as medically necessary and appropriate in accordance with a determined and documented diagnosis.	CMO, CPO, and CDO will conduct random reviews of clinical documentation. The number of records reviewed will equal 1% or more of the total number of residents served by NHDOC on the first day of each quarter. The results shall be reported quarterly.

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Area	Performance Measure	Operational Action
Medical, Behavioral Health	<p style="text-align: center;">Polypharmacy</p> <p>The Contractor shall be responsible for evaluation of all individuals on four (4) or more prescribed medications.</p>	All patients receiving four or more medications shall be reviewed and reported on by the Contractor quarterly. Report to be generated by the NHDOC pharmacy.
Medical, Dental, and Behavioral Health	<p style="text-align: center;">Cancellation of patient appointments by provider</p> <p>Reasons for provider cancellations of patient appointments will be compiled and reviewed by the Contractor to determine causation to maximize provider time with patients.</p>	The first week following the end of a quarter, Health Information Management staff will generate a report to provide this information to the Contractor for analysis. The results of the analysis will be reported quarterly.
Medical, Dental	<p style="text-align: center;">Clinical Consult Upon Return from Outside Appointment</p> <p>The provider will review all completed community consults within seventy-two (72) hours to ensure that the patient is seen by a provider or nursing within five (5) days to review and educate regarding the consult.</p>	The first week following the end of a quarter, Health Information Management staff will generate a report to provide this information to the Contractor for analysis. The results of the analysis will be reported quarterly.
Medical, Dental, and Behavioral Health	<p style="text-align: center;">Meeting Requirements</p> <p>Weekly meeting with program Manger to review Contract status and issues Monthly meeting with all service chiefs to review current initiatives /staffing /outstanding issues/training needs/Pharmaceutical and Therapeutics Committee Quarterly (QI) meeting to review determined quality indicators and prepared QI report.</p>	Meetings will be established within the first thirty (30) days of the Contract initiation by the Director of the Division of Medical & Forensic Services.
Medical, Dental, and Behavioral Health	<p style="text-align: center;">Documentation and Peer Reviews</p> <p>Documentation will be through, timely (by end of shift) and in a format that covers the following areas: Subjective, Objective Assessment and Plan.</p> <p>Ongoing peer reviews conducted to ensure clinical practice is within best practice measures and align with in the departmental standards. Areas include diagnosis, prescribing, and documentation.</p> <p>Completion of behavioral health treatment plans in the electronic record for those prescribed medications and rendered a</p>	<p>Results of peer reviews to be reported quarterly.</p> <p>Clinical leadership monthly monitoring and reporting.</p>

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Area	Performance Measure	Operational Action
Medical, Dental, and Behavioral Health (continued)	diagnosis/es. Specific Contract targets for patients in restrictive housing units that are on the behavioral health caseload.	
Medical	<p>Chronic Care and Repeat Physicals Contractor shall ensure that adhere to policy and guidelines regarding the following:</p> <ul style="list-style-type: none"> • Intake Physical – fourteen (14) days • Repeat physical under thirty-five (35) years of age- every three (3) years • Repeat physical (thirty-five – thirty-nine) 35-39 years of age– every two (2) years • Repeat physical forty (40) years of age and older – Annually • Chronic Care: <ul style="list-style-type: none"> ➢ Seizures: based upon degree of control but minimally twice a year ➢ Respiratory: based upon degree of control but minimally twice a year ➢ Diabetes: based upon degree of control but at least quarterly ➢ Cardiac: based upon degree of control but at least four (4) times a year ➢ Hyperlipidemia: based upon degree of control but up to twice a year ➢ Infectious Disease: based upon degree of control but at least quarterly. 	Compliance to be reviewed quarterly.
Dental	<p>Dental Care The following are requirements regarding Dental care:</p> <ul style="list-style-type: none"> • 100% of urgent Dental referrals will be seen within two (2) business days of referral • 100% of extractions will be performed within three (3) weeks of evaluation • 100% of restorations will be performed within 8 weeks of evaluation. 	Compliance to be reviewed quarterly.

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9. Critical Medical, Dental, and Behavioral Health Performance Indicators

Area	Performance Measure	Operational Action
Medical, Dental, and Behavioral Health	Pharmacy Cost Containment of pharmaceutical costs	NHDOC will generate pharmaceutical cost reports. Based on those reports, any increase of ten percent (10%) over the same quarter in the previous year, will incur a penalty of (seventy-five) 75% of those costs by the Contactor. Prescribed medications available to residents via canteen will be paid for one hundred (100%) by the Contractor if prescribed by providers. Exceptions are if canteen over-the-counter medications are not available to the patient due to housing unit or it is post an acute procedure not to exceed one (1) week. This will be reviewed monthly.
Medical, Dental, and Behavioral Health	Adherence to NHDOC Formulary	Costs of off-formulary medication will be paid for at one hundred (100%) by the Contractor unless it can be demonstrated that all other options have been tried without the desired outcome as documented in the medical record and approval has been received by the NHDOC. This will be reviewed monthly.
Medical, Dental, and Behavioral Health	Vacancies If a vacancy exceeds thirty (30) days, the Contractor shall provide an action plan to fill the vacancy, to include consideration of a temporary staffing agency, without additional cost to the NHDOC	Shall be reviewed at the first monthly meeting with the Director of Medical & Forensic Services and/or designees, and the Contractor Program Manager.

10. General Service Provisions

- 10.1. Office Space, Equipment and Utilities: The NH Department of Corrections will provide Contractor employees, who are in direct care role, when such role can only be carried out in NH Department of Corrections facilities, with telephone services, and basic office space and furnishings (may be shared), such as the Department provides its direct care State employees. Examples of direct care roles that are facility-based include, but are not limited to, providers, mental health clinicians, and dental staff. Contractor employees who are fully administrative and/or can conduct the requirements of their role external to a facility, not requiring specific and/or non-transportable equipment, will need to be provided by the Contractor within 20 miles of the Concord, NH area. For those Contractor. For those Contractor employees who would potentially use NHDOC space either owned or leased, those employees shall not renovate or permanently alter any structure without written permission of the NH Department of Corrections, Director of Medical & Forensic Services.
- 10.2. Tools: The Contractor will be provided with the equipment as deemed necessary by the NH Department of Corrections, Director of Medical & Forensic Services to provide the requested services. Equipment provided by the NH Department of Corrections will include but not limited

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to hospital beds, dental operatory equipment, etc. All computer hardware and equipment above the usual and customary equipment will be furnished by the Contractor in accordance with all established State specifications. Any and all tools and containers shall be inventoried before entering and the leaving any and/or all NH Department of Corrections facilities and are subject to search by the Department security staff at any and all times while on the NH Department of Corrections facility grounds. The Contractor shall adhere to the Department's Tool and Equipment Control Policy, Procedure and Directive relating to this provision.

- 10.3. Rules and Regulations: The Contractor agrees to comply with all laws, rules, regulations and policies of the State of New Hampshire and the NH Department of Corrections. If the NH Department of Corrections pursues and achieves accreditations for all or parts of its services, it shall be required that the Contractor staff shall adhere to those standards as well.
- 10.4. Contract Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or sub-contractors to provide services for the NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections Director of Medical & Forensic Services or designee will notify the selected Contractor the procedures to obtain background checks and fingerprinting. The Contractor and/or sub-contractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety (NHDOS) to the NH Department of Corrections and a procedural review of said reports by the Department.
- 10.4.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-contractor(s) employees to determine eligibility status.
- 10.4.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-contractor(s) employee who does not comply with the criteria identified below.
- 10.4.3. In addition, the Contractor and/or sub-contractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Medical & Forensic Services, or designee, of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other states and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals staff on the National Offender Database;
 - Individuals who were a former State of NH employee and/or former contracted employee that were dismissed for cause or resigned or retired pending investigation;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and

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- Relatives or associates of people currently incarcerated or under Departmental supervision (probation or parole) may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 10.4.4. The Contractor shall ensure all proposed Contractor staff have a healthcare exam consistent with one which is required by State of NH employees. This will include, but is not limited to, physical examination, Mantoux test, dipstick U/A, audiology screening using an audiometer, electrocardiogram, chest x-ray, Hepatitis B (three doses), general fitness for duty exam specific to occupational demands.
- 10.4.5. In performing the services specified by the Department, the Contractor employees shall remain employees of the Contractor. The Contractor shall pay all wages, benefits, and applicable taxes on behalf of the Medical, Dental and Behavioral Health professionals. The Contractor shall pay all Federal and State taxes to include Federal Social Security and State Unemployment Compensation taxes.
- 10.4.6. The Department's medical/administrative staff shall not be required and/or requested by the Contractor to enter legal contracts, agreements and/or obligations on behalf of the NH Department of Corrections.
- 10.4.7. Contractor staff shall not offer opinions or make agreements with other State of NH agencies, private organizations, or individuals regarding policy or clinical process without agreement and collaboration with the NH Department of Corrections, Director of Medical & Forensic Services documented concurrence as it pertains to a Contract and service delivery within State corrections.
- 10.5. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess and maintain without lapse or interruption through the life of the Contract all the credentials, licenses and/or certificates required by law and regulations to provide the services required as set forth in any Federal or State laws, statutes, regulations as presently enacted, or which may hereafter be enacted, and which are applicable to the Department's facilities and healthcare programs.
- 10.5.1. The NH Department of Corrections reserves the right to refuse placement of any Contractor proposed staff with or without cause.
- 10.5.2. The Contractor shall maintain current policies and procedures that define the credentialing process in detail and make available for review to the Department's Director of Medical & Forensic Services credentialing information that includes:
- Signed application, verification of education, training, and work history;
 - Professional references, malpractice claims history, results of National Practitioner Data Bank Query;
 - Current license to practice, board or specialty certification, evidence of review of health status;
 - Drug Enforcement Agency (DEA) certificates, lack of present illicit drug use;
 - Cardiopulmonary Resuscitation (CPR), certification and maintenance of credential folders for all healthcare providers and staff employed by the Contractor that contain the items required for a Contractor's employees.
- 10.5.3. The Contractor shall provide to the Department's Director of Medical & Forensic Services all credentialing information required above prior to the performance of any services under contract and within one (1) month of the renewal date of the credential. Prior to employment or at any other time, the Contractor shall, upon the Department's Director of Medical & Forensic Services's request, have each of its employees and

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- those of any sub-contractor who provide contracted services supply the Department's Director of Medical & Forensic Services with the employee's Social Security Number, date of birth, fingerprints and any other data with the NH Department of Corrections to conduct a criminal history check. The criminal history check shall be conducted prior to an employee's assignment to NH Department of Corrections facility/location.
- 10.5.4. The Contractor, not the State, shall be responsible for expenses incurred by the Contractor's professional staff for maintaining current Federal and State licensures, certifications and continuing educational costs.
- 10.6. Contractor Training Requirements:
- 10.6.1. The NH Department of Corrections shall provide to the Contractor's staff the following training services:
- Orientation training;
 - Prison Rape Elimination Act (PREA) Training; and
 - NH Department of Corrections or State of New Hampshire required training including orientation to NH Department of Corrections' policies and applicable State laws.
- 10.6.2. The Contractor shall provide to the Contractors' staff the following training services:
- Electronic healthcare record;
 - Suicide prevention;
 - Infection control;
 - Prescribing practices specifically formulary and non-formulary medications;
 - Healthcare provision in a correctional environment;
 - Consults with outside providers; and
 - Applicable practice requirements of any regulatory body.
- 10.6.3. The Contractor shall provide on-going training to all Contractor and/or sub-contractor employee staff to NH Department of Corrections' new or current policies, procedures, directives, protocols, manuals, etcetera within thirty (30) days, after the request of the Director of Medical & Forensic Services or designee, for the life of the Contract and any renewals thereof. The Contractor shall provide annual training as appropriate to all staff and directed by the NH Department of Corrections, Director of Medical & Forensic Services, or designee. The Contractor is responsible for creating and maintaining on-site documentation of all training listed above and shall produce such documentation upon the request of the Director of Medical & Forensic Services, or designee.
- 10.6.4. The Contractor shall use the NH Department of Corrections forms unless a form for a particular purpose does not exist. Where a form does not exist, the Contractor may develop such a form but must submit it to the Department's Director of Medical & Forensic Services for its approval prior to use.
- 10.6.5. The Contractor shall adhere to and maintain compliance with the following: consent decrees, court orders, court ordered mediation, NH State laws and regulations, NH State administrative rules, NH Department of Corrections policy and procedure directives and national accreditation standards as applicable.
- 10.6.6. All Contractor staff shall be proficient in the English language – meaning that they shall be able to speak English fluently, understand oral and written communications and shall write effectively.

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10.7. Reporting Requirements:

- 10.7.1. The Contractor shall provide all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
- Annual affirmation of appropriate credentialing of Contractor employees;
 - Results of Continuous Quality Improvements;
 - Breakdowns of billings; Monthly Facility Services Schedule (MFSS) reports (staffing reports by position, indicating position hours not properly filled to include all changes from the monthly schedule, i.e., unscheduled meetings, training, leave, et cetera);
 - Monthly paid per diem report by position; and
 - Monthly vacancy report to include date of vacancy by position and new hires by position.
- 10.7.2. It is the intent of the NH Department of Corrections to work with the Contractor to provide any reporting required that meets the Department's needs and welcomes suggestions by the Contractor that would result in more efficient administrative reporting.
- 10.7.3. Any information requested would be specific to the resident/patient population.

10.8. Staffing Plans for Medical-Dental-Behavioral Health Professional Services:

- 10.8.1. The Contractor shall implement the Thirty (30) Day Transitional Plan to be ready to provide services beginning July 1, 2022, as stated in the Contractors submitted Proposal and approved by the NH Department of Corrections.
- 10.8.2. The Contractor shall adhere to the Department's Director of Medical & Forensic Services approved Monthly Facility Services Schedule (MFSS). The MFSS shall provide a listing of Contracted staff and their location assignment and shall comply with the Contractor's staffing and services plan submitted in its Proposal and approved by the NH Department of Corrections.
- 10.8.3. All staff associated with these services requested by the NH Department of Corrections may be deployed to other facilities/locations to meet business needs and achieve the goals of the Department.
- 10.8.4. The Contractor shall provide a Full-Time Equivalent (FTE) staffing pattern of all positions proposed to meet the needs of the Department as well as a narrative describing the scope of work expected of each of the positions as well as job descriptions. It is not the intention of the Department to have the Contractor provide these services through predominantly part-time (PT) or temporary employees.
- 10.8.5. Contractor employees shall follow the Department's workflow processes to ensure efficient and effective outcomes. Examples include, but are not limited to, electronic scheduling platforms and use of tele-conferencing/tele-health equipment.
- 10.8.6. The Contractor shall provide appropriate representatives to serve on and attend all committee meeting as required by the Department's Director of Medical & Forensic Services.
- 10.8.7. The Contractor shall enter information into the Department supplied electronic health/dental record according to all the Departments' policy and procedure directives and to the design of the electronic healthcare record.
- 10.8.8. In accordance with its MFSS, the Contractor shall employ the number and types of personnel necessary to effectively provide the services required by the Department's Director of Medical & Forensic Services at the facilities/locations

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- throughout the State identified in [SECTION A: Overview and Schedule, 1. Executive Summary, Error! Reference source not found.](#), herein. If requirements or conditions change, the Department's Director of Medical & Forensic Services may direct minor variations to the MFSS. Otherwise, the Contractor shall provide whatever additional number and types of personnel as are necessary to provide the services, without additional reimbursement.
- 10.8.9. In the event of vacancies, the Contractor shall provide an action plan with immediate replacement of required personnel if the required position will be vacant for more than thirty (30) days without additional reimbursement from the Department.
- 10.8.10. The MFSS shall comply with the following requirements:
- Provide full name and credential (e.g., MD, DDS, RN, et cetera) of every individual assigned to a position on the schedule for the month including any per diem staff;
 - Shall ensure personnel are qualified and licensed to perform assigned duties;
 - Provide times and locations of all clinic and support services to be provided;
 - Provide to the Department's Director of Medical & Forensic Services the monthly schedule no later than ten (10) days prior to the first day of the beginning of each service month;
 - The Contractor shall coordinate the granting of paid time off with the Department's Director of Medical & Forensic Services to ensure coverage of clinical services and such coverage will be reflected in the monthly MFSS; and
 - The Contractor shall be required to coordinate scheduling with any other contracted Contractor's staff or Department staff that provides clinical or other services in creation of the monthly schedule.
- 10.8.11. The Contractor shall be responsible for a time and attendance system that documents, verifies, and ensures all Contractor staff work the scheduled hours assigned daily. No Contractor staff shall be granted an exemption from this requirement. The Contractor shall provide to the Department's Director of Medical & Forensic Services upon request, access to this documentation.
- 10.8.12. Preference is given to those proposal that address scheduling of staff in a flexible pattern, i.e., consideration given to schedules that are not only Monday-Friday, 08:00AM to 16:30PM.
- 10.9. Utilization Management:
- 10.9.1. The Contractor shall participate in a Utilization Management (UM) program approved by the Department's Director of Medical & Forensic Services that reviews all referrals for community provided specialty care, non-formulary medications and non-formulary laboratory tests. This program shall include a process that addresses medical necessity based on specialty evidence-based criterial and current community standards. The program shall ensure that a provider does not review/approve his/her referrals, non-formulary medications or non-formulary lab tests.
- 10.9.2. The Department's Director of Medical & Forensic Services is requesting the Contractor to provide a one (1) page proposal describing how they would provide this service to include use of any standard UM programs such as InterQual, Milliman, et cetera, how they currently perform this function in other correction service contracts, and its effects on cost containment while providing appropriate care. For details, please refer to UM guidelines.

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- 10.9.3. The Contractor shall participate in a comprehensive Quality Improvement (QI) program that objectively assesses the health care outcomes of the resident/patient population. The QI program will be linked to the UM program to assess high cost/high volume diagnoses and procedures, emergency room utilization and outcome dispositions, medications and laboratory testing to ensure a cost-effective health care program.
- 10.9.4. The Department's Director of Medical & Forensic Services is requesting the Contractor provide a two (2) page proposal describing how they would provide this service and how they currently perform this function in other correctional service contracts. Please refer to [Scope of Services, Exhibit B](#), paragraphs, **Error! Reference source not found.. Error! Reference source not found. and Error! Reference source not found.. Error! Reference source not found.**
- 10.9.5. The Contractor shall provide the Director of Medical & Forensic Services or designee, quarterly QI reporting, monthly QI reviews and results based on key performance indicators designated in the contract, a description of all performance measures the Contractor would provide as part of the Contract.
- 10.9.6. Contractor employees shall administratively report to the NH Department of Corrections, Director of Medical & Forensic Services or designee to ensure compliance with the policies and procedures of the NH Department of Corrections and State of NH laws and Administrative Rules associated with the result of a Contract procured through this solicitation for Medical-Dental-Behavioral Health Professional Services in addition to Contractor contracted Manager working on behalf of the Contractor to facilitate the Contract. The goal is to work collaboratively with the State in managing the staff to ensure compliance with the Contract as well as appropriate delivery of care.
- 10.10. General Parameters/Performance Measures: The NH Department of Corrections Director of Medical & Forensic Services or designee shall at its discretion:
- 10.10.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract to include:
- Compliance with consent decrees, court orders, court ordered mediation;
 - Compliance with State laws, regulations, administrative rules, Department's policies and procedures and accreditation standards where applicable;
 - Compliance with monthly MFSS reporting to include at minimum ninety (90%) staff position retention for the life of the Contract and any renewals thereof;
 - One hundred percent (100%) of the transition for all services is completed with thirty (30) days.
- 10.10.2. Meet with the Contractor at a minimum monthly for the first six (6) months of the contract, bimonthly for the next six (6) months and quarterly thereafter each year to access the performance of the Contractor relative to the Contractor's compliance with the Contract as set forth in the approved Contract document or a mutually agreed upon timeframe between the Contractor and the Department.
- 10.10.3. Review reports submitted by the Contractor and shall determine the acceptability of the reports. If they are not deemed acceptable, the Director of Medical & Forensic Services shall notify the Contractor and explain the deficiencies. The Contractor is expected to resolve the deficiencies in a timely manner.
- 10.10.4. Request additional reports the Department's Director of Medical & Forensic Services deems necessary for the purpose of monitoring and evaluating the performance of the Contractor under the Contract.

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- 10.10.5. Perform periodic programmatic and financial reviews of the Contractor's performance of responsibilities. This may include, but is not limited to, on-site inspections and audits by Department's Director of Medical & Forensic Services, or a third party, or its agent of the Contractor's records.
- 10.10.6. Inform the Contractor of any dissatisfaction with the Contractors performance and include corrective action requirements.
- 10.10.7. Performance audits may, at a minimum, include a review of the following:
- invoices and financial administration;
 - program operations including required staffing patterns, time and attendance, orientation, and training of new contractor employees;
 - financial reports to include required utilization management reports;
 - staff qualifications to ensure the required credentials, licenses and/or certificates are present and maintained on an annual basis; and
 - Contracted staff alignment to NH Department of Corrections policies and procedures as well as clinical protocols to include related Continuous Quality Improvement requirements.
- 10.11. Admittance: The NH Department of Corrections may, at its sole discretion, remove from or refuse admittance to any Department facility/location any person, for any length of time or permanently without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

11. Administrative Rules, Policies, Regulations and Policy and Procedure 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 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

12. 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. Additional information can be located as a separate link:
http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

13. Protected Health Information (PHI)

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by

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reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

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. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

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.

14. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use, or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

Contractor acknowledges that Correctional Institutions and other custodial facilities under HIPAA's Privacy Rule, covered entities may disclose the protected health information (PHI) of a person to the correctional or other "custodial" facility that has him/her in lawful custody. Purposes include:

- Provision of healthcare to the individual;
- The health and safety of other people incarcerated;
- The health and safety of officers or other employees of the correctional institution, or persons involved in transporting people under departmental custody; or
- other activities necessary to the "maintenance of safety, security, and good order" of such institutions.

Correctional facilities may use PHI for all the purposes for which it can be disclosed. Examples if:

- You present an immediate danger to yourself or others.
- You disclose information leading to a suspicion that a child, the elderly, or disabled is in danger of abuse or neglect. The appropriate agency must be notified.
- You disclose information relating to a threat to the security of the institution.
- Mental Health staff are presented with a court order.

An individual is no longer a person under Departmental custody when released on parole, probation, supervised release or otherwise is no longer in lawful custody.

15. Criminal Justice Information Services (CJIS) Security Policy

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the

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creation, viewing, modification, transmission, dissemination, storage, and destruction of CJJ. This Policy applies to every individual contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the CJIS policy and is located as a separate link: http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

16. 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.

17. Contractor Designated Liaison

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections 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 & fax number, of its organization affirming them as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract will be directed.

- 17.1. 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.
- 17.2. 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.
- 17.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Director of Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.

18. Contractor's Designated Responsibilities

Contractor's designated liaison shall be responsible for:

- 18.1. 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.
- 18.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
- 18.3. 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
- 18.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

19. NH Department of Corrections Liaison Responsibilities

NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The 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. The NH Department of Corrections representative shall be responsible for:

- 19.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

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

- 19.2. Monitoring compliance with the terms of the Contract.
- 19.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the timeframes specified by the Contract.
- 19.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 19.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.
- 19.6. Director of Medical and Forensic Services or designee may order the Contractor to take specific actions the Department deems medically or administratively appropriate.

20. Reporting Requirements

NH Department of Corrections shall, at its sole discretion:

- 20.1. Request the Contractor to provide proof of all licenses/certifications to perform/provide the requested Medical-Dental-Behavioral Health Professional Services as required authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof.
- 20.2. All material developed or acquired by the Contractor, as a result of work under the Contact 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 the NH Department of Corrections.
- 20.3. Any reporting requirements identified in [Scope of Services, Exhibit B, paragraph Error! Reference source not found.](#), [General Service Provisions](#).
- 20.4. Any reports and/or information requested by the NH Department of Corrections forwarded to NH Department of Corrections, Director of Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 20.5. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets the Department's needs.

21. Performance Evaluation

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.

22. Performance Assessment

NH Department of Corrections shall, at its sole discretion:

- 22.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 22.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:
 - 22.2.1. Does not comply with the terms of the Contract.
 - 22.2.2. Has lost or has been notified of intention to lose their certification/licensure/permits.
 - 22.2.3. The Contractor shall fully coordinate the performance activities 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

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the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

23. Bankruptcy or Insolvency Proceeding Notification

- 23.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 23.2. 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.

24. Embodiment of the Contract

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 24.1.1. shall govern. 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 Proposer's Proposal and/or the result of a Contract.

24.1. Order of Precedence:

- 24.1.1. NH Department of Corrections Contract Agreement NHDOC 22-05-GFMED.
- 24.1.2. NH Department of Corrections RFP NHDOC 22-05-GFMED.
- 24.1.3. Proposer's Response to RFP NHDOC 22-05-GFMED

25. Cancellation of Contract

NH 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. Should the NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

- 25.1. The NH Department of Corrections reserves that right to terminate the 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.
- 25.2. The NH Department of Corrections reserves the right to cancel this Contractor for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

26. Contractor Transition

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

27. Audit Requirement

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of the Contract, providing that the recommendations do not require unreasonable hardship, which would normally affect the value of the Contract. In addition, Give the Contractor prior notice of any on-site visit by the Department's Director of Medical & Forensic Services or its agent(s) to conduct an audit, and further notify the Contractor of any records witch the Director of Medical & Forensic Services or its agents may wish to review.

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28. Notification to the Contractor

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.

29. Other Contractual Documents Required by the NH Department of Corrections

Form Number P-37 (version 12/11/19); Certificate of Good Standing (COGS); Certificates of Authority/Vote (COA/COV); Certificate of Insurance (COI); Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; Health Insurance Portability and Accountability Act - Business Associate Agreement (HIPAA); PREA Acknowledgement Form; Criminal Justice Information Services (CJIS) Security Policy and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the COGS, are located as a separate link on the NH Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm with instructions found in the Proposal Check Sheet.

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Estimated Budget/Method of Payment, Exhibit C

1. Estimated Budget (Cost Proposal) – Medical – Dental – Behavioral Health and Administrative Services

1.1. Definitions¹⁰:

1.1.1. Loaded Yearly Compensation Rate (LYCR) shall include direct and indirect costs per position excluding telephone and utility services and office space, but inclusive of the following:

1.1.1.1. Administrative Direct Costs directly related to Contractor’s support of daily functions of the health services program shall be incorporated within the Loaded Yearly Compensation Rate, which includes, but are not limited to:

- Salaries (merit, COLA, bonuses);
- Benefits, holidays (State and/or Federal), vacation, FMLA, health/medical insurance, Federal and State taxes, Federal Social Security taxes and State Unemployment Compensation taxes.
- Medical and Physician on call services, court appearances, consults with community providers (in person and/or telephone/telehealth);
- Supplies;
- Treatment/Educational Materials;
- Equipment;
- Employee training, credentialing and recruiting; and
- Travel expenses related to employee training, court appearances, on call services, position of service at facilities not designated as their home facility.

1.1.1.2. Corporate Indirect Cost indirectly related as the Contractor’s overhead of operation shall be incorporated to the Loaded yearly Compensation Rate and disclosed as a percentage rate in the Estimated Budget Worksheets (Cost Proposals) for the requested Medical-Dental-Behavioral Health and Administrative Services, which include, but not limited to:

- Human Resources Services
- Executive Management Services
- Legal Services;
- Accounting Services; and
- Insurance, to include but not limited to: Commercial General, Automotive, Umbrella, Worker’s Compensation, Malpractice, Medical Professional, Crime, Cyber and Theft Liability Insurance.

1.1.1.3. Original Service Period shall be designated as July 1, 2022 – June 30, 2025: Year 1 (July 1, 2022 – June 30, 2023), Year 2 (July 1, 2023 – June 30, 2024) and Year 3 (July 1, 2024 – June 30, 2025).

1.1.1.4. Optional Renewal Period, if exercised, shall be designated as July 1, 2025 - June 30, 2027: Year 4 (July 1, 2025 – June 30, 2026) and Year 5 (July 1, 2026 – June 30, 2027).

¹⁰ For budgeting utilize definitions to determine the loaded yearly compensation rates per position. If the Contractor requires additional direct and/or indirect costs not identified in 1.1.1., the Contractor shall disclose those costs.

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1.1.1.5. FY 2023 Estimated Budget Worksheet (Original Contract Term)

FY 2023 Medical – Dental – Behavioral Health Contracted Positions				
Medical – Dental – Behavioral Health Contracted Positions	# of FTE’s	Loaded Yearly Compensation Rate	Indirect Cost % (included in Loaded Yearly Compensation Rate)	Total
Chief Medical Officer	1.0	\$	%	\$
Staff Physician(s)	2.3	\$	%	\$
Medical Case Manager	1.0	\$	%	\$
Podiatrist	.25	\$	%	\$
APRN(s)	5.5	\$	%	\$
Medical Assistant(s)	2.0	\$	%	\$
Chief Dental Officer	1.0	\$	%	\$
Oral Surgeon	.25	\$	%	\$
Staff Dentist(s)	2.6	\$	%	\$
Dental Assistant(s)	1.6	\$	%	\$
Dental Hygienist(s)	2.0	\$	%	\$
Chief Psychiatric Officer	1.0	\$	%	\$
Staff Psychologist	1.0	\$	%	\$
Staff Psychiatrist(s)	3.0	\$	%	\$
Psychiatric Nurse Practitioner(s)	6.0	\$	%	\$
Mental Health Clinician(s)	5.0	\$	%	\$
LADC(s)	2.0	\$	%	\$
Chief Forensic Evaluator	1.0	\$	%	\$
FE – Psychologist(s)	4.0	\$	%	\$
Forensic Office Manager/ Data Analysis – FE	1.0	\$	%	\$
Forensic Office Records Clerk	1.0	\$	%	\$
NGRI Clinical Coordinator	1.0	\$	%	\$
Program Manager	1.0	\$	%	\$
Administrative Asst.	1.0	\$	%	\$
QIA	1.0	\$	%	\$
Sub-Total Positions	48.5	\$		\$
Total FY 2023 Medical – Dental – Behavioral Health Contracted Positions				\$
Notes: Total = # of FTE’s x Loaded Yearly Compensation Rate				

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1.1.1.6. FY 2024 Estimated Budget Worksheet (Original Contract Term)

FY 2024 Medical – Dental – Behavioral Health Contracted Positions				
Medical – Dental – Behavioral Health Contracted Positions	# of FTE’s	Loaded Yearly Compensation Rate	Indirect Cost % (included in Loaded Yearly Compensation Rate)	Total
Chief Medical Officer	1.0	\$	%	\$
Staff Physician(s)	2.3	\$	%	\$
Medical Case Manager	1.0	\$	%	\$
Podiatrist	.25	\$	%	\$
APRN(s)	5.5	\$	%	\$
Medical Assistant(s)	2.0	\$	%	\$
Chief Dental Officer	1.0	\$	%	\$
Oral Surgeon	.25	\$	%	\$
Staff Dentist(s)	2.6	\$	%	\$
Dental Assistant(s)	1.6	\$	%	\$
Dental Hygienist(s)	2.0	\$	%	\$
Chief Psychiatric Officer	1.0	\$	%	\$
Staff Psychologist	1.0	\$	%	\$
Staff Psychiatrist(s)	3.0	\$	%	\$
Psychiatric Nurse Practitioner(s)	6.0	\$	%	\$
Mental Health Clinician(s)	5.0	\$	%	\$
LADC(s)	2.0	\$	%	\$
Chief Forensic Evaluator	1.0	\$	%	\$
FE – Psychologist(s)	4.0	\$	%	\$
Forensic Office Manager/ Data Analysis – FE	1.0	\$	%	\$
Forensic Office Records Clerk	1.0	\$	%	\$
NGRI Clinical Coordinator	1.0	\$	%	\$
Program Manager	1.0	\$	%	\$
Administrative Asst.	1.0	\$	%	\$
QIA	1.0	\$	%	\$
Sub-Total Positions	48.5	\$		\$
Total FY 2024 Medical – Dental – Behavioral Health Contracted Positions				\$
Notes: Total = # of FTE’s x Loaded Yearly Compensation Rate				

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1.1.1.7. FY 2025 Estimated Budget Worksheet (Original Contract Term)

FY 2025 Medical – Dental – Behavioral Health Contracted Positions				
Medical – Dental – Behavioral Health Contracted Positions	# of FTE's	Loaded Yearly Compensation Rate	Indirect Cost % (included in Loaded Yearly Compensation Rate)	Total
Chief Medical Officer	1.0	\$	%	\$
Staff Physician(s)	2.3	\$	%	\$
Medical Case Manager	1.0	\$	%	\$
Podiatrist	.25	\$	%	\$
APRN(s)	5.5	\$	%	\$
Medical Assistant(s)	2.0	\$	%	\$
Chief Dental Officer	1.0	\$	%	\$
Oral Surgeon	.25	\$	%	\$
Staff Dentist(s)	2.6	\$	%	\$
Dental Assistant(s)	1.6	\$	%	\$
Dental Hygienist(s)	2.0	\$	%	\$
Chief Psychiatric Officer	1.0	\$	%	\$
Staff Psychologist	1.0	\$	%	\$
Staff Psychiatrist(s)	3.0	\$	%	\$
Psychiatric Nurse Practitioner(s)	6.0	\$	%	\$
Mental Health Clinician(s)	5.0	\$	%	\$
LADC(s)	2.0	\$	%	\$
Chief Forensic Evaluator	1.0	\$	%	\$
FE – Psychologist(s)	4.0	\$	%	\$
Forensic Office Manager/ Data Analysis – FE	1.0	\$	%	\$
Forensic Office Records Clerk	1.0	\$	%	\$
NGRI Clinical Coordinator	1.0	\$	%	\$
Program Manager	1.0	\$	%	\$
Administrative Asst.	1.0	\$	%	\$
QIA	1.0	\$	%	\$
Sub-Total Positions	48.5	\$		\$
Total FY 2025 Medical – Dental – Behavioral Health Contracted Positions				\$
Notes: Total = # of FTE's x Loaded Yearly Compensation Rate				

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1.1.1.8. FY 2026 Estimated Budget Worksheet (Renewal Contract Term)

FY 2026 Medical – Dental – Behavioral Health Contracted Positions				
Medical – Dental – Behavioral Health Contracted Positions	# of FTE's	Loaded Yearly Compensation Rate	Indirect Cost % (included in Loaded Yearly Compensation Rate)	Total
Chief Medical Officer	1.0	\$	%	\$
Staff Physician(s)	2.3	\$	%	\$
Medical Case Manager	1.0	\$	%	\$
Podiatrist	.25	\$	%	\$
APRN(s)	5.5	\$	%	\$
Medical Assistant(s)	2.0	\$	%	\$
Chief Dental Officer	1.0	\$	%	\$
Oral Surgeon	.25	\$	%	\$
Staff Dentist(s)	2.6	\$	%	\$
Dental Assistant(s)	1.6	\$	%	\$
Dental Hygienist(s)	2.0	\$	%	\$
Chief Psychiatric Officer	1.0	\$	%	\$
Staff Psychologist	1.0	\$	%	\$
Staff Psychiatrist(s)	3.0	\$	%	\$
Psychiatric Nurse Practitioner(s)	6.0	\$	%	\$
Mental Health Clinician(s)	5.0	\$	%	\$
LADC(s)	2.0	\$	%	\$
Chief Forensic Evaluator	1.0	\$	%	\$
FE – Psychologist(s)	4.0	\$	%	\$
Forensic Office Manager/ Data Analysis – FE	1.0	\$	%	\$
Forensic Office Records Clerk	1.0	\$	%	\$
NGRI Clinical Coordinator	1.0	\$	%	\$
Program Manager	1.0	\$	%	\$
Administrative Asst.	1.0	\$	%	\$
QIA	1.0	\$	%	\$
Sub-Total Positions	48.5	\$		\$
Total FY 2026 Medical – Dental – Behavioral Health Contracted Positions				\$
Notes: Total = # of FTE's x Loaded Yearly Compensation Rate				

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1.1.1.9. FY 2027 Estimated Budget Worksheet (Renewal Contract Term)

FY 2027 Medical – Dental – Behavioral Health Contracted Positions				
Medical – Dental – Behavioral Health Contracted Positions	# of FTE’s	Loaded Yearly Compensation Rate	Indirect Cost % (included in Loaded Yearly Compensation Rate)	Total
Chief Medical Officer	1.0	\$	%	\$
Staff Physician(s)	2.3	\$	%	\$
Medical Case Manager	1.0	\$	%	\$
Podiatrist	.25	\$	%	\$
APRN(s)	5.5	\$	%	\$
Medical Assistant(s)	2.0	\$	%	\$
Chief Dental Officer	1.0	\$	%	\$
Oral Surgeon	.25	\$	%	\$
Staff Dentist(s)	2.6	\$	%	\$
Dental Assistant(s)	1.6	\$	%	\$
Dental Hygienist(s)	2.0	\$	%	\$
Chief Psychiatric Officer	1.0	\$	%	\$
Staff Psychologist	1.0	\$	%	\$
Staff Psychiatrist(s)	3.0	\$	%	\$
Psychiatric Nurse Practitioner(s)	6.0	\$	%	\$
Mental Health Clinician(s)	5.0	\$	%	\$
LADC(s)	2.0	\$	%	\$
Chief Forensic Evaluator	1.0	\$	%	\$
FE – Psychologist(s)	4.0	\$	%	\$
Forensic Office Manager/ Data Analysis – FE	1.0	\$	%	\$
Forensic Office Records Clerk	1.0	\$	%	\$
NGRI Clinical Coordinator	1.0	\$	%	\$
Program Manager	1.0	\$	%	\$
Administrative Asst.	1.0	\$	%	\$
QIA	1.0	\$	%	\$
Sub-Total Positions	48.5	\$		\$
Total FY 2027 Medical – Dental – Behavioral Health Contracted Positions				\$
Notes: Total = # of FTE’s x Loaded Yearly Compensation Rate				

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PROPOSAL CHECK SHEET NHD0C 22-05-GFMED*

2. Method of Payment

- 2.1. Services shall be invoiced monthly for actual services provided during the time period identified on the invoices. The invoice shall include only actual filled FTEs worked. The invoices shall be broken down by FTE's worked and total Per Diem hours worked by job description as defined in Exhibit B, Scope of Services, and Exhibit C, Estimated Budget/Method of Payment. Costs shall be at the rates identified in Exhibit C for each fiscal year. Cost totals for each fiscal year shall not exceed the Contracted total unless mutually agreed upon through an instrument of an amendment to the Agreement and shall be subject to Governor and Executive Council approval. Contracted vacant FTEs shall not be invoiced. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.
- 2.2. Invoices (Invoice Template) shall contain, but not be limited to the following:
 - 2.2.1. Period of service;
 - 2.2.2. Invoice date & number;
 - 2.2.3. Total number FTEs worked by job description;
 - 2.2.4. Total number of Per Diem hours worked by job description;
 - 2.2.5. Invoice Compensation Total; and
 - 2.2.6. Invoice Total (Total Amount Due).
- 2.3. Invoices shall have the following reconciling information attached:
 - 2.3.1. Contractor time sheets with actual hours worked for each contracted position and per diem hours to include contracted employee name, date and hours worked.
 - 2.3.2. Invoices shall be submitted no later than thirty (30) days post-date of services rendered.
- 2.4. Invoices shall be sent to the NH Department of Corrections, c/o Director of Medical & Forensic Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
 - 2.4.1. It is preferred that these be sent electronically, the e-mail address for the will be made available at the time a Contract is effective.
 - 2.4.2. 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.
- 2.5. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.
- 2.6. For contracting purposes, the State's Fiscal Year (FY) starts on July 1st and ends on June 30th the following year.

3. Contractors' Invoice Template

- 3.1. For invoicing purposes, Contractor(s) shall utilize the Contractors' Invoice Template when invoicing monthly for actual services provided during the time period identified on the invoice, below.

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Contractor Name
Contractor Address

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Dates of Service: mm/dd/yy through mm/dd/yy

Invoice Date _____

Invoice Number _____

Service Position	Per Diem (hrs worked)	Filled FTE's	Total Amount
Medical			
Chief Medical Officer (CMO)	____.____	____.____	\$ _____.
Staff Physician	____.____	____.____	\$ _____.
Medical Case Manager	____.____	____.____	\$ _____.
Podiatrist	____.____	____.____	\$ _____.
APRN	____.____	____.____	\$ _____.
Medical Assistants (MA)	____.____	____.____	\$ _____.
Dental			
Chief Dental Officer (CDO)	____.____	____.____	\$ _____.
Oral Surgeon	____.____	____.____	\$ _____.
Staff Dentist(s)	____.____	____.____	\$ _____.
Dental Assistant(s)	____.____	____.____	\$ _____.
Dental Hygienist(s)	____.____	____.____	\$ _____.
Behavioral Health			
Chief Psychiatric Officer (CPO)	____.____	____.____	\$ _____.
Staff Psychologist	____.____	____.____	\$ _____.
Staff Psychiatrist(s)	____.____	____.____	\$ _____.
Psychiatric Nurse Practitioner(s)	____.____	____.____	\$ _____.
Mental Health Clinician(s)	____.____	____.____	\$ _____.
LADC(s)	____.____	____.____	\$ _____.
Chief Forensic Evaluator	____.____	____.____	\$ _____.
FE – Psychologist(s)	____.____	____.____	\$ _____.
Forensic Office Manager/ Data Analysis – FE	____.____	____.____	\$ _____.
Forensic Office Records Clerk	____.____	____.____	\$ _____.
NGRI Clinical Coordinator	____.____	____.____	\$ _____.
Administrative			
Program Manager	____.____	____.____	\$ _____.
Administrative Asst.	____.____	____.____	\$ _____.
QIA	____.____	____.____	\$ _____.
Total Hours Worked & FTE's	____.____	____.____	_____
Total Amount Due¹¹			\$ _____.

¹¹ Contractor time sheets shall be attached for all per diem positions showing all hours actually worked.

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PROPOSAL CHECK SHEET NHD0C 22-05-GFMED

Proposal Check Sheet

Contractors shall submit one (1) original hard copy, labeled "Original", two (2) copies of the original labeled "Copy" and one (1) thumb drive of the original completed proposal in response to this RFP. The originals shall be signed in **blue ink**. These originals must be typed or clearly printed in **black ink**. Proposals that are not completed or unsigned shall be considered “technically non-compliant.” Any proposal(s) received after the deadline shall not be considered. 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 sections to the Technical and Cost Proposal. Contract Signatory shall initial and date the bottom right-hand corner of each page to the Appendix C documents and any other required documents for their Proposal.

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

Part A (**sealed** in separate envelope)

- Technical Proposal Cover Sheet
 - “Technical Proposal”;
 - Name of Organization;
 - RFP Title and Number, Date of Submission; and
 - Marked as “Original”.
- Table of Contents
- Transmittal Letter (*refer to SECTION I: Appendixes, A*)
- Exceptions to Terms and Conditions(s) Letter (*refer to SECTION I: Appendixes, B*)
- Non-Disclosure of Right to Know of Information Letter to State Agency (*refer to SECTION G: Terms and Conditions Related to the RFP Process, Paragraph 5. Public Disclosure*);
- Technical Proposal Contents
 - Executive Summary
 - Organizational Capability
 - Organizational Approach
 - Personnel (*redact all **personal** information, use Organization’s business address, and contact information*)
 - Financial Statements
 - References
 - Subcontractor Letter(s) of Commitment, (*if applicable*)
 - Licenses/Certifications

Part B (**sealed** in separate envelope)

- Standard Terms and Conditions Cover Sheet, labeled:
 - “Standard Terms and Conditions Proposal”;
 - Name of Organization;
 - RFP Title and Number, Date of Submission; and
 - Marked as “Original”.
- Standard Terms and Conditions Contents:
- General Provisions, **FORM NUMBER P-37 (version 12/11/2019)** p. 32-35
 - ✓ **Please fully execute:** Items 1.3, 1.4, 1.5, 1.11 and 1.12; and
 - ✓ **Note:** THE NAME OF THE CONTRACTOR’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.

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- [Special Provisions, Exhibit A](#), p. 36.
- [Scope of Services, Exhibit B](#), p. 37-65.
- [Estimated Budget/Method of Payment, Exhibit C](#), p. 66-73
 - ✓ FY 2023 Estimated Budget Worksheet (Original Contract Term)
 - ✓ FY 2024 Estimated Budget Worksheet (Original Contract Term)
 - ✓ FY 2025 Estimated Budget Worksheet (Original Contract Term)
 - ✓ FY 2026 Estimated Budget Worksheet (Renewal Contract Term)
 - ✓ FY 2027 Estimated Budget Worksheet (Renewal Contract Term)
 - ✓ Method of Payment
 - ✓ Contractor's Invoice Template
- Certificate of Good Standing (COGS) (NOT INCLUDED HEREIN).

In order to obtain a Certificate, a potential Contractor 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 <https://quickstart.sos.nh.gov/online/Account/LandingPage>. 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.** If you need to expedite the request, you may fax the request to (603) 271-3246 (CALL FOR FEES) for the expedited service.
- Certificate of Authority/Vote (COA/COV) (NOT INCLUDED HEREIN).

The COA/COV authorizes, by position, a representative(s) of the organization to enter an agreement/amendment with the State of NH and ensures that the person signing the agreement/amendment with the State of NH is authorized as of the date he/she signed.

The officer's (contract signatory) signature should either be notarized or include a corporate seal that confirms the title of the person(s) authorized to sign the agreement. Preferably, the date of the officer signing the COA/COV must be on the date that the agreement/amendment and other required documents is signed attesting that the officer on behalf of the organization had authority to enter agreement/amendment with the State of NH when it was signed.

Use the following link, execute, and submit only the one that applies to your organization:
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 CONTRACTOR'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.

Other sources of authority (if not using the above generic forms):

1. Source of Authority (must come from the **governing body**, either)

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- a. A **majority voted** at a meeting; or
 - b. The body provided **unanimous consent in writing**; or
 - c. The organization's **policy or governing document**.
2. Source of Authority (in effect **on the day the agreement/amendment was signed**)
- a. Authority was **granted the same day** as the day the agreement/amendment was signed.
 - b. Authority was **granted after** the day the agreement/amendment was signed and the governing body ratifies and accepts the earlier execution.
 - c. Authority was **granted prior** to the day the agreement/amendment was signed and it has not been amended or repealed as of the day the agreement/amendment was signed.
- Certificate of Insurance (COI) (NOT INCLUDED HEREIN). The Contractor must contact their Insurance provider and follow their process to get a certificate **pursuant to the General Provisions of FORM NUMBER P-37 (version 12/11/2019)**, Paragraph 14 and 15. The NH Department of Corrections, P.O. Box 1806, Concord, NH, 03302-1806 must be listed at the Certificate Holder on the document.
 - ✓ **Note:** THE NAME OF THE CONTRACTOR'S ORGANIZATION TO INCLUDE DBA NAMES, IF APPLICABLE, AND ADDRESS AS FOUND ON THE CERTIFICATE OF GOOD STANDING, MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.
 - ✓ **Note:** THE NH DEPARTMENT OF CORRECTIONS. P.O. BOX 1806, CONCORD, NH 03302 MUST BE LISTED AS THE CERTIFICATE HOLER.
 - ✓ **Note:** THE STATE OF NH, NH DEPARTMENT OF CORRECTIONS MUST BE LISTED AS ADDITIONALLY INSURED.
 - ✓ Shall provide the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate for the life of the Contract and any renewals thereof.
 - ✓ Shall provide Workers' Compensation and Employer's Liability insurance coverage for the life of the Contract and any renewals thereof.
 - ✓ Shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, and Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).
 - 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 – Business Associate Agreement, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
 - FBI CJIS Security Addendum Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
 - List of Board of Directors and Addresses (*only applicable to Non-Profit organizations and redact all personal information, use business addresses*);
 - List of Key Personnel and Salaries (*only applicable to Non-Profit organizations and redact all personal information*);
 - Contractor Alternate W-9 Registration (NOT INCLUDED HEREIN). The Contractor shall complete their Contractor Registration process on-line through the following link: <https://das.nh.gov/purchasing/vendorregistration>; which will direct a potential Contractor to the State of NH Vendor Registration site. A Contractor should submit proof of their submission with their proposal. Please follow the instructions provided.
 - [Proposal Check Sheet](#), p. 74-76.
 - [Glossary of Terms](#), p. 77-78.

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 GLOSSARY OF TERMS NHDOC 22-05-GFMED**

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
Administrative Assistant	AA	
Advanced Practice Registered Nurse	APRN	
Alternate W-9 Form	ALT W-9	
Ante Meridiem	AM	
Assistant	Asst.	
Best and Final Offer	BAFO	
Cardiopulmonary Resuscitation	CPR	
Certificate of Authority/Vote	COA/COV	
Certificate of Good Standing	COGS	
Certificate of Insurance	COI	
Certified Public Accountant	CPA	
Chief Dental Officer	CDO	
Chief Medical Officer	CMO	
Chief Psychiatric Officer	CPO	
Continuous Quality Improvement	CQI	
COR	Corrections (NHDOC)	
Criminal Justice Information Services Security Addendum	CJIS/CJI	
Director of Nursing	DON	
Doctor of Dental Surgery	DDS	
Doing Business As	D/B/A	
Drug Enforcement Agency	DEA	
Eastern Standard Time	EST	
Electrocardiogram	EKG	
Forensic Evaluators	FE	
Full Time Equivalent	FTE	
Governor and Executive Council	G&C	
Health Portability and Accountability Act	HIPAA	
Hours	Hrs	
Human Immunodeficiency Virus	HIV/AIDS	
Infection Control	IC	
Intensive Sexual Offender Treatment	ISOT	
Licensed Alcohol and Drug Counselor	LADC	
Limited Liability Company	LLC	
Loaded Yearly Compensation Rate	LYCR	
Manager	Mgr	
Medical Assistant	MA	
Medical Doctor	MD	
Microsoft Word	MS	

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New Hampshire	NH	
Monthly Facility Services Schedule	MFSS	
New Hampshire	NH	
NH Correctional Facility for Women	NHCF-W	
NH Department of Corrections	NHDOC	
NH Department of Safety	NHDOS	
NH State Prison for Men	NHSP-M	
North End House	NEH	
Northern NH Correctional Facility	NCF	
Not Applicable	N/A	
Not Guilty by Reason of Insanity	NGRI	
Office of Professional Licensure and Certification	OPLC	
Part Time	PT	
Policy, Procedure and Directives	PPD's	
Portable Document Format	PDF	
Post Meridian	PM	
Post Office	PO/P.O.	
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 .
Program Manager	PM	
Protected (Patient) Health Information	PHI	
Quality Improvement Analyst	QIA	
Quality Improvement	QI	
Registered Nurse	RN	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
Secure Psychiatric Unit/Residential Treatment Unit	SPU/RTU	
Severe Acute Respiratory Syndrome Coronavirus 2	SARS-CoV-2	
State Fiscal Year	SFY	
State of NH Long Form Contract	P-37	
To Be Determined	TBD	
Transitional Housing Unit/Transitional Work Center	THU/TWC	
Tuberculosis	TB	
Urinalysis	U/A	
Uniform Resource Locator	URL	
United States	U.S./US	
Utilization Management	UM	

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