



State of New Hampshire

REQUEST FOR PROPOSAL (RFP)

For

Correctional Nursing Services

RFP# 1357-12

**Proposal Submission Deadline:
November 18, 2011, 2:30 P.M. E.D.T.**

Department of Administrative Services

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REQUEST FOR PROPOSALS (RFP)

SECTION A: TERMS, CONDITIONS AND PROCEDURES FOR SUBMITTING PROPOSALS

1. RFP SCOPE

The Department of Administrative Services, acting through the Department of Corrections (herein known as the “NHDOC,” “State,” “Corrections,” “Agency”, or “Department”), is soliciting proposals seeking a more innovative and alternative solution to provide reliable, high quality and cost effective services to the NH Department of Corrections prison facilities by acquiring Correctional Nursing Services and other recognized nursing/medical disciplines to include a Director of Nursing (DON), Advanced Practice Registered Nurses (APRN), Nurse Managers (NM), Registered Nurses (RN), Licensed Practical Nurses (LPN) and other recognized nursing/medical disciplines necessary to facilitate the scope of services requested in the RFP.

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

2. MANDATORY INSTRUCTIONS FOR VENDORS

It is requested that you complete all sections of the RFP and provide your proposal by the stated Proposal Submission Deadline. All companies, producers, agents or underwriters submitting bids are construed to have agreed to all conditions set forth in the RFP. This RFP may not be altered or modified by bidders or bidding entities.

3. TERM OF CONTRACT

The term of the contract shall be for a five-year term. The term of the contract shall commence February 1, 2012 or upon approval of the Governor and Executive Council (G&C), whichever is later, through June, 30, 2016.

The State shall have the right to terminate the contract, if a contract is awarded, at any time by giving the Vendor thirty (30) days advance written notice.

4. VENDOR CERTIFICATIONS

All proposers shall be duly registered as a Vendor authorized to conduct business in the State.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION**. If you are not currently a registered Vendor in the State, you shall complete a Vendor Application and W-9 Form and submit it to the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://www.admin.state.nh.us/purchasing> or www.nh.gov.
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION**. Any person or persons conducting business under any name other than his/her own legal name shall register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.nh.gov/sos/corporate>.

5. REQUIRED CONTRACT TERMS AND CONDITIONS

The Transmittal Letter (attached hereto as Appendix B) must be signed and submitted with your RFP response. Failure to submit the Transmittal Letter with your response will result in rejection of your response.

The form contract P-37 (attached hereto as Appendix C) shall be considered part of the proposal and the basis for any resulting contract. The successful vendor and the State, following notification of award, shall promptly execute this form of contract, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

6. CERTIFICATE OF INSURANCE

The selected vendor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

6.1 General Liability Insurance. The vendor shall carry comprehensive general liability insurance in accordance with Section 14 of the P-37 contract. Please provide a copy of your coverage as part of your proposal submission.

6.2 Worker's Compensation Insurance. The vendor shall certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation, in accordance with Section 15 of the P-37 contract. Please provide a copy of your policy or letter of exemption as part of your proposal submission.

7. SUBMISSION FORMAT

Instructions, formats, and approaches for the development of RFP information contained within the RFP are designed to ensure that the submission of data essential to the understanding of the vendor's response is received in a consistent and comparable format. Your RFP response must be sectioned and tabbed as outlined within this RFP document. There is no intent to limit the content of the responses in other than the vendor's favor. The vendor is encouraged to contribute other ideas or more cost effective ways of handling the State's needs. The vendor may include such additional information or data as may be appropriate, but may not exclude any information or portions thereof requested in this RFP.

8. RFP INQUIRIES

All questions regarding this RFP, including clarifications and proposed specification changes shall be submitted to Rudolph Ogden, Department of Administrative Services, at Rudolph.Ogden@nh.gov. All questions shall be submitted in writing via e-mail no later than Friday, October 14, 2011 P.M. The Vendor shall include complete contact information including the Vendor's name, telephone number, fax number, and e-mail address. The State shall attempt to provide any assistance or additional information of a reasonable nature, which might be required by interested Vendors. The questions and answers will be consolidated and responded to by written addendum(s) that will be

posted on the State's Bureau of Purchase and Property website on or prior to October 21, 2011.

RFP inquiries shall be submitted by an individual authorized to commit the organization to provide the services necessary to meet the requirements of this RFP.

9. VENDOR CONFERENCE

The State will hold a non-mandatory Vendor Conference on 10/12/11 at 3:00PM EST, at NHDOC 4th Floor Conference Room, 105 Pleasant Street , Concord, NH 03301.

The purpose of the Vendor Conference is to:

- Request clarification of any section of the RFP;
- Request changes to the RFP of requirements considered so restrictive as to prohibit or discourage responses;
- Offer suggestions or changes to the RFP which could improve the RFP competition or lower the offered price; and
- Review any applicable documentation.
- Non-attendance to the Vendor's Conference does not prohibit Bidders from submitting a proposal as this is a non-mandatory or optional Vendor's Conference.

10. PUBLIC DISCLOSURE

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State shall attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State. Notwithstanding any provision of this RFP to the contrary, pricing shall be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure. Any contract resulting from this request for proposals shall become a public document, in its entirety, upon submission to the NH Governor and Council for approval. Subsequently, upon receipt of any Right to Know request, (RSA 91-A), the State shall release the contract in its entirety.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, bidders acknowledge and agree that the State may disclose any and all portions of the bid,

proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the bid, proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

11. ADDITIONAL INFORMATION

The State reserves the right to make a written request for additional information in writing from a Vendor to assist in understanding or clarifying a proposal response.

The State reserves the right to reject any and all proposals, or any part thereof.

12. TERMS OF SUBMISSION

The State assumes no responsibility for understandings or representations concerning conditions made by its officers or employees prior to and in the event of the execution of a contract, unless such understanding or representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of this RFP unless confirmed in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's response.

The State shall not be held liable for any costs incurred by the Vendor in preparing or submitting a proposal.

13. RESTRICTION OF RFP INFORMATION WITH ANY PERSON(S)

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all contact with personnel employed by or under contract with the State, except those specifically mentioned in this RFP, shall be approved by the Commissioner of Administrative Services. Improper contact may invalidate your response.

Vendors are prohibited from telephone, email or personal contact with personnel associated with this RFP, including State Agency employees and Division of Personnel employees, in an attempt to solicit information.

14. VENDOR'S RELATION TO THE STATE

In the performance of the contract, the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor

any if 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.

15. CHANGE OF OWNERSHIP

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

16. ADDENDUM

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled proposal submittal deadline, the State shall post any Addenda on the State's Bureau of Purchase and Property website. Before submitting your proposal, always check the site for any addenda or other materials that may have been issued, that would affect this RFP. The web address is www.admin.state.nh.us/purchasing.

17. PROPOSAL SUBMISSION DEADLINE

All RFP submissions shall be received at the Bureau of Purchase and Property **no later than 2:30 PM E.S.T. on Friday, November 18, 2011.** Submissions received after the date and time specified will be marked as late and will not be eligible for consideration in the evaluation process.

A Vendor's disclosure or distribution of proposals other than to the Department of Administrative Services shall be grounds for disqualification.

Vendors shall submit their bid in its entirety to:

State of New Hampshire
C/O Rudolph Ogden
Bureau of Purchase and Property
25 Capitol Street - Room 102
Concord, New Hampshire 03301

Bid responses shall be marked as:

State of New Hampshire RFP# 1357-12
Due Date: November 18, 2011 @ 2:30 P.M. E.S.T.
Correctional Nursing Services

18. PROPOSAL RECEIPT AND OPENING

To preserve the integrity of the proposal process, proposals will not be made public at the time of proposal opening. For Vendors wishing to attend a proposal opening, only the names of the responders will be read.

19. DOCUMENT ALTERATIONS/CHANGES/OMISSIONS

It is unlawful to make any alterations to the text or format of this document, or the text or format of any addendum or attachment to this document. A signature on the Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP signifies that no alterations have been made to the original text or format of this RFP. Any alterations made to the original text of this document may result in the proposal being considered non-compliant.

20. CANCELLATION

The State reserves the right to cancel all or any part of this RFP at any time. Cancellation of this RFP, in whole or in part, shall not bar the State from issuing an RFP for the same services or from purchasing the same services through other means.

21. RFP DELIVERY

Your RFP response shall conform to the following criteria in order to be considered for evaluation:

- 21.1 RFP responses shall be submitted in a sealed envelope or package.
- 21.2 Exterior of the RFP response envelope or package shall be permanently marked identifying the Vendor's name and address, as well as the assigned RFP Number 1358-12.
- 21.3 RFP responses shall be addressed to the State of New Hampshire, Bureau of Purchase and Property, Attention: Rudolph Ogden.
- 21.4 RFP responses shall include:
 - 21.4.1 One (1) original (clearly identified as such) copy of your RFP response;
 - 21.4.2 Four (4) conforming copy (clearly identified as a copy) of your RFP response;
 - 21.4.3 Five (5) electronic copies* of your RFP response in CD Format;
* In the event a discrepancy between a bid response in paper and electronic copy, the Vendor's paper copy shall prevail.
 - 21.4.4 The original RFP response shall include the Transmittal Letter, signed by a person authorized to bind the company to all commitments made in the RFP response.
 - a. RFP responses transmitted by facsimile or e-mail will not be accepted or reviewed.

Required RFP Documents:

- 21.4.5 *Executive Summary* (not to exceed 2 pages) - Briefly summarize the proposal following the proposal outline. Provide an overview of the agency (including any networks or subcontractors to be involved).

21.4.6 **Agency Capacity** (not to exceed 8 pages) - Describe the overall mission, program and services of the organization and how they relate to the goals and priorities as described in the Exhibit A, Scope of Services of this RFP.

- Describe the agency's experience and capacity to meet the goals, objectives, priorities of the programs and the minimum required services as described in Exhibit A, Scope of Services and meet any or all performance measures proposed. This includes: a) its overall ability to perform the technical aspects of the program; b) the availability of qualified and experienced personnel; c) resources for the proposed services; d) demonstrate the agencies correctional experience; e) reporting requirements as stated in the RFP; f) training of individuals who will be working with your agency to accomplish the tasks as indicated in the RFP and g) adequacy of plans for the administration of the program to include an organizational chart.
- Describe the agency's arrangements for coordination of services and exchange of information with other health care providers, Vendors and State agencies. Attach copies of appropriate contractual agreements, memoranda of understanding or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
- Describe significant changes and accomplishments of the agency and those pertinent to the program, which occurred during the past twelve months or which are planned for in the upcoming twelve months (for example changes in staffing, or reorganization of the agency structure).

21.4.7 **Program Structure/Plan of Operation Narrative** (not to exceed 5 pages) – This narrative section is in addition to and supplements the program staff list. Describe, concisely and completely, exactly how the program will operate within a thirty (30) day transition period prior to the start of services, how the agency will carry out the program as described in the Exhibit A, Scope of Services, and how will the agency meet the performance measures. In addition the agency shall describe the roles of each staff member, identify each staff member by name and position, or, if they are to be hired, state that as the case with the position. This narrative shall describe operationally how the program is set up to achieve the stated objective as identified in the RFP.

- Provide an Organizational Chart and Staff List describing the individuals who will provide the services, to include their qualifications, professional certificates, licenses and current resume. If a program staff position is not currently filled, include a job description of the vacant position. Describe a plan for monitoring and evaluating progress toward meeting the stated performance measures. Include a quality assurance plan and outline your agencies staff evaluation procedures.

21.4.8 **Agency's Approach to Performance of Scope of Services** (not to exceed 5 pages) – Describe the Agency's approach to provide services as specified in the RFP. The respondent shall address all areas of requested services

pertaining to Exhibit A, Scope of Services, Sections: 5.2-5.4 and demonstrate a thorough understanding and insight to the project. At a minimum, this section shall:

- Demonstrate the Agency’s technical knowledge, expertise and ability to meet the specifications stated in the Exhibit A, Scope of Services; and
- Demonstrate how the Agency has cooperated with other entities to provide a thirty (30) day transition without a break in services to the inmates/patients/residents prior to the start of services.

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

- Narrative – Describe each personnel position and their duties as they relate to meeting the requested scope of services and expense item for which the NH Department of Corrections will be required to reimburse the Vendor through the provisions of a Contract, linking each expense to the services to be provided. A budget narrative following the instructions must be completed for each budget year and each separate budget if appropriate.
- Estimated Total Clinical Staff Budget by Facility per Year (provided, Exhibit B);
- Vendor Provided Detailed Worksheets (Vendor provided); and
- Treatment Services Staff Budget Proposal (provided, Exhibit B).

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

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

21.4.11 **References** – References shall be submitted. Please provide a list of all current and former clients, institutions and/or agencies from the past two (2) years using similar products and systems. The Vendor shall grant the NH Department of Corrections permission to contact the references upon submission of reference information. Please provide the following information for each reference:

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

Order of Required RFP Documents: Please submit the required RFP documents in the order specified on the Format for Submission, Appendix A.

22. OTHER CONTRACTUAL DOCUMENTS PROVIDED BY THE NH DEPARTMENT OF CORRECTIONS

The Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-91 and with the Standards for Privacy of Individual Identifiable Health Information, 45 CFR Parts 160 and 164, if applicable to contracted activities, and Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement are located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>.

23. FINANCIAL COMMITMENT

Financial commitment by the State of New Hampshire shall not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a contract.

24. ORAL PRESENTATION

The State may conduct finalist interviews for oral presentations and/or demonstration of the proposals submitted after scoring. If the State deems oral presentations and system demonstrations necessary, the State will choose up to three (3) of the highest scored finalists to make presentations. No changes in the proposals are allowed unless it is a universal change made to all proposals at the request of the State. Since no changes are allowed, this is not a Best and Final (BNF) presentation and the State expects the bidders to submit their best proposal from the outset. Oral presentations provide an opportunity to evaluate a bidder through the presentation of its proposal.

The time allotments and the format shall be the same for all oral presentations. Bidders shall be given notice of at least five (5) business days prior to the date of an oral presentation. The State may waive the location and medium requirements of an oral presentation upon the written request of a bidder due to special hardships, such as a bidder with disabilities or limited resources. In these circumstances, the State may conduct oral presentations through an alternative written or electronic medium (e.g. telephone, video conference, TTY, or internet).

A bidder is limited to the presentation of material contained in its proposal, with the limited exception that a bidder may address specific questions posed by the State or provide clarification of information contained in its proposal. Any correction or modification of the proposal or the presentation of supplemental information shall be considered prejudicial to the interests of other bidders and fair competition, and shall not be permitted.

25. EVALUATION PROCESS:

25.1 Contract Award Criteria:

The State of New Hampshire shall award a single contract, if at all, only after the completion of the evaluation process. The State of New Hampshire shall award a contract, if at all; to the Vendor submitting the highest ranked proposal that best satisfies the requirements of this RFP. Formal and final selection of the Vendor, however, is contingent upon the successful negotiation and the proper execution of all contract documents (acceptable to the State) and the approval of Governor and Council. If the State is unable to reach agreement with the Vendor, the State may, at its sole discretion and at any time and without liability to the Vendor, immediately terminate such contract discussions with the Vendor and undertake discussion with the Vendor submitting the next highest ranked proposal meeting the RFP requirements, and so on. The State may, at its sole discretion, immediately terminate any and all contract discussions with any and all Vendors at any time. The State may cancel the RFP and/or reject any or all proposal(s) at any time prior to the final execution of a contract.

The following represents the principal selection criteria that will be considered during the evaluation process:

Category	Total Points Per Category
25.1.1. Total Estimated Cost: (50 Points)	50
25.1.2. Scope of Service: (20 Points)	20
25.1.2.1. Ability to provide services: (10 points) 25.1.2.2. Immediate availability: Start of services upon approval of a Contract by G&C: (10 points)	
25.1.3. Qualifications and Experience: (20 Points)	20
25.1.3.1. Demonstrated qualifications, certifications, credentials and licenses: (10 points) 25.1.3.2. Demonstrated experience in correctional setting (10 points)	
25.1.4. Financial Stability: (5 Points)	5
25.1.5. References: (5 Points)	5
Total of all Categories	100

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

26. SCHEDULE OF EVENTS (TIMETABLE)

26.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	October 3, 2011
2	Vendor Conference	October 12, 2011
3	Written Inquiries Due	October 14, 2011
4	P&P to post answer to inquires	October 21, 2011
5	Proposal Due	November 18, 2011
6	Presentations of selected Vendors	TBA, if required
7	Contract Finalization	December 2011
8	Anticipated approval of the Governor and Executive Council	January 2012
9	Expected Service Start Date	February 1, 2012 or upon G&C Approval

Note: The above Table of Events and Important Dates may be altered at any time by the Department with the exception of No. 4: "Proposals Due." The Vendor's "Proposals Due" date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of New Hampshire. Notice of any such changes will be posted on the Bureau of Purchase and Property's website.

27. NOTIFICATION AND AWARD OF CONTRACTS

The Bureau of Purchase and Property shall provide written notification to a vendor who is selected for contract award relative to this RFP. Public announcements or news releases pertaining to any contract(s) awarded shall not be made without the written permission of the Department of Administrative Services.

Proposal results will not be given by telephone. Proposal results will be made public at the time of contract award which occurs upon the approval of the Governor and Council. After such approval, proposal/bid results may be viewed on our website at <http://www.state.nh.us/purchasing/bid.asp>.

28. SUBCONTRACTORS

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

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The Contractor shall provide Correctional Nursing Services for New Hampshire Department of Corrections (NHDOC) inmates and inpatient services for State inmates and non-adjudicated residents of the Secure Psychiatric Unit (SPU) for the New Hampshire Department of Corrections.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 2/1/2012 upon approval of Governor and Executive Council (G&C) whichever is later through June 30, 2016.

3. Location of Services:

3.1. Location of Services: The Northern Region shall consist of the Northern Correctional Facility (NCF) in Berlin NH. The Central Region shall consist of the NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU) and Residential Treatment Unit (RTU), Concord, NH. The Southern Region shall consist of the NH State Prison for Women (NHSP-W), Goffstown, NH and the Community Corrections – Women (Shea Farm) Concord, NH is marked with an “X” below:

Northern Region - NHDOC Northern NH Correctional Facility Location		
X	Northern Correctional Facility (NCF)	138 East Milan Road Berlin, NH
Central Region - NHDOC Central NH Correctional Facility Locations		
X	NH State Prison for Men (NHSP-M)	281 North State Street Concord, NH 03301
X	Secure Psychiatric Unit (SPU)	281 North State Street Concord, NH 03301
X	Residential Treatment Unit (RTU)	281 North State Street Concord, NH 03301
Southern Region - NHDOC Southern NH Correctional Facility Location		
X	NH State Prison for Women (NHSP-W)	317 Mast Road, Goffstown, NH 03045
X	Community Corrections - Women (Shea Farm)	60 Iron Works Road Concord, NH 03301

3.2. Partial Proposals for requested services for the Northern, Central and/or Southern Regional Areas shall not be accepted.

3.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor. The Contractor shall be obligated to continue to provide services to facilities of the NH Department of Corrections even in the event that their geographic location changes.

4. Current Inmate/Patient Population as of September 15, 2011:

NH Department of Corrections Average Population by Facility		
Facility	Location	Population
Northern Correctional Facility (NCF)	Berlin, NH	600
NH State Prison-Men (NHSP-M)	Concord, NH	1349
Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	Concord, NH	61
Community Corrections	Concord & Manchester, NH	297
NH State Prison-Women (NHSP-W)	Goffstown, NH	100
Current Inmate/Patient Population:		2407

Note: The above number of inmates/patients to be served is for planning estimates only and the NH Department of Corrections reserves the right to alter or adjust the locations and the number of affected inmate/patients by any amount.

5. Purpose, Scope of Services, Rules and Policies and Staffing Descriptor:

5.1. Purpose of Services:

5.1.1. The purpose of this request for proposal is to seek a more innovative and alternative solution to provide reliable, high quality and cost effective services to the NH Department of Corrections prison facilities by acquiring Correctional Nursing Services and any other recognized nursing/medical disciplines to include, but not limited to: a Director of Nursing (DON), Advanced Practice Registered Nurses (APRN), Nurse Managers (NM), Registered Nurses (RN), Licensed Practical Nurses (LPN) necessary to facilitate the scope of services requested in the RFP.

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

5.2. Scope of Services:

5.2.1. Services shall be provided upon request of the Director of Medical & Forensic Services (Division Director) or designee who must be a State employee. The State retains professional and administrative responsibility for services rendered as required by applicable statutes and regulations in tandem with the successful Vendor. The Director of Nursing will be accountable to the Director of Medical & Forensic Services as well as the Vendor.

5.2.2. Services shall be provided per the policies and procedures of the NH Department of Corrections in line with American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC) and mutually agreed upon nursing procedures established by the Vendor and the Department.

5.2.3. The Contractor shall provide only those Correctional Nursing Professionals and other recognized nursing/medical disciplines who maintain valid professional licenses, certifications and/or qualifications required by law for the performance of the services required. No nursing professional shall provide services to the NH Department of Corrections without the proper licensure documentation required by Federal, State or local law.

5.2.4. The NH Department of Corrections shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.

- 5.2.5. The Director of Nursing shall be responsible for on-site administrative supervision and coordination of health services.
- 5.2.6. In performing the services specified by the NH Department of Corrections, the Correctional Nursing professionals and any other recognized nursing/medical disciplines are and shall remain employees of the Contractor. The Contractor shall pay all wages and benefits on behalf of the Correctional Nursing Professionals. The Contractor shall pay all Federal and State taxes to include Federal Social Security and State Unemployment Compensation taxes.
- 5.2.7. The NH Department of Corrections medical/administrative staff shall not be required and/or requested by the Contractor to enter into legal Contracts, Agreements and/or Obligations on the behalf of the Department of Corrections.
- 5.2.8. The Contractor, not the State, shall be responsible for expenses incurred by the Correctional Nursing Professionals and other recognized nursing/medical disciplines for and maintaining current Federal and State licensures, certifications and continuing education costs.
- 5.2.9. A temporary nursing firm may be utilized for start up purposes, but shall not function as the primary staffing services post six (6) months start of Contract.
- 5.3. Rules and Policies:
 - 5.3.1. The successful respondent shall comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the NH Administrative Rules, link: http://www.gencourt.state.nh.us/rules/state_agencies/cor.html of the following:
 - 5.3.1.1. Cor 100 through 404.08 as applicable to the functions with a Correctional facility;
 - 5.3.1.2. He Rules for the Department of Health and Human Services as applicable;
 - 5.3.1.3. Ph Rules for the NH Board of Pharmacy 100 through 1304.02;
 - 5.3.1.4. Nur Rules for the NH Board of Nursing; and
 - 5.3.1.5. Policy and Procedures of the NH Department of Corrections.
- 5.4. Staffing Descriptor: The existing State Nursing staff shall be given first right of opportunity for consideration by the Contractor if they meet the qualifications of the positions proposed.
 - 5.4.1. Licenses/Certification Requirements:
 - 5.4.1.1. The Contractor agrees that all personnel performing the duties and obligations under this agreement are individuals qualified to perform the various functions under this agreement as defined by applicable NH Statues related to their scope of nursing/medical practice.
 - 5.4.1.2. Assigned personnel shall be proficient in the English language; shall be able to speak fluently, understand oral and written communications and shall write effectively.
 - 5.4.1.3. Contractor shall provide copies of licenses, permits, certifications and other requirements as outlined herein *prior* to each assigned personnel providing services at a NH Department of Corrections facilities. The documents shall be received for each assigned personnel by the Director of Medical & Forensic Services or designee and be kept on file throughout the term of the Contract.
 - 5.4.1.4. The Contractor shall establish policies and procedures to verify all medical personnel maintain current licenses, registrations or certifications as required by Federal and State law and that no restrictions exist on said licensures and certifications.

5.4.1.5. The Contractor shall ensure, at a minimum, that the following requirements are met by any staff placed at a NH Department of Corrections facility:

- a.) Valid license as an APRN, RN or LPN issued by the NH Board of Nursing or possession of a multi-state license which recognizes as a Nurse Licensure Compact State;
- b.) Maintain a current Cardiopulmonary Resuscitation (CPR) Certificate for the life of the Contract and any renewals thereof;
- c.) Prior employment verifications, up to a maximum of three (3), to include: date employed, date separated and reason for separation;
- d.) Health exam and or screening to ensure that they are fit for the duties to be performed, they can run up to a quarter (¼) mile with twenty-seven (27) pounds of equipment within four (4) minutes and they are free of infectious or communicable diseases. The Contractor shall certify in writing that all health screens and exams have been accomplished;
- e.) Criminal history record check and fingerprints shall be conducted on all Correctional Nursing and other recognized nursing/medical disciplines personnel. This check shall be conducted prior to their assignment of a NH Department of Corrections facility.
- f.) The Contractor shall not hire any of the following individuals for placement in a NH Department of Correctional facility:
 - Ex-felons;
 - Relatives of currently incarcerated felons, without prior approval of the NH Department of Corrections;
 - Nurses and other recognized nursing/medical disciplines with restrictions on out of state and/or State of NH licenses and or certifications;
 - Nurses and other recognized nursing/medical disciplines whose licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Nurses and other recognized nursing/medical disciplines on the National Offender Database;
 - History of drug diversion;
 - No former State of NH employee and/or temporary agency nurse who was dismissed for cause; and
 - No nurse previously employed with the NHDOC without prior approval of the NH Department of Corrections.

5.4.2. *Qualifications:* In addition to the required licenses and/or certifications, staff assigned to the NH Department of Corrections facilities shall have the minimum experiences outlined for these specified positions below.

5.4.2.1. Director of Nursing:

- a.) Master certificate or Master's degree in an area of nursing or healthcare management from a recognized college institute or university;
- b.) Eight (8) years professional nursing experience in the field appropriate to nurse management with a preference in correctional nursing;

- c.) Certification by the American Nurses Association in Nursing Administration; and
 - d.) Excel in written and verbal communication.
- 5.4.2.2. Advanced Practice Registered Nurses (APRN):
- a.) Master's degree or its equivalent from a recognized college institute or university and graduation from an advanced practice registered nurse program;
 - b.) Five (5) years of professional nursing experience in the field appropriate to the position for which recruitment is conducted; and
 - c.) Advanced Practice Registered Nurse license and current Drug Enforcement Administration (DEA) certification.
- 5.4.2.3. Nurse Manager (NM):
- a.) Bachelor's degree from a recognized college or university;
 - b.) Three (3) years experience as a registered nurse in the field appropriate to the position for which recruitment is conducted, correctional experience preferred;
 - c.) Licensure as a Registered Nurse; and
 - d.) Certification by the American Nurses Association in Nursing Administration or a specialty that is consistent with the job accountabilities and appropriate to the institution or agency in which the vacancy exists.
- 5.4.2.4. Registered Nurse (RN):
- a.) Graduate from a recognized nursing program;
 - b.) Minimum one (1) year experience within the last three years as a registered nurse rendering direct patient care in a setting similar or equivalent to the position assigned, correctional experience preferred; and
 - c.) Licensure as a Registered Nurse.
- 5.4.2.5. Licensed Practical Nurse (LPN):
- a.) Graduate from a recognized nursing program;
 - b.) Minimum one (1) year experience within the last three years as a licensed practical nurse rendering direct patient care in a setting similar or equivalent to the position assigned, correctional experience preferred; and
 - c.) Licensure as a Practical Nurse.
- 5.4.3. *Orientation of Contractor Employees:* The Contractor agrees that prior to reporting to work at a NH Department of Corrections facility all personnel provided by the Vendor shall attend an NH Department of Corrections orientation classes to become familiar with the operations of the Department and its facilities. The State and the Contractor shall have joint responsibility for this training. Approval of the training curricula will be the responsibility of the Director of Medical & Forensic Services or designee, NH Director of Security and Training and the Vendor's Director of Nursing.
- 5.4.3.1. Security safety polices and procedures;
 - 5.4.3.2. Key control policies and procedures;
 - 5.4.3.3. Reporting for beginning/ending of shift assignment;
 - 5.4.3.4. Uniform dress code; the State reserves the right to determine appropriate professional attire which shall include but not limited to scrubs, warm-up jackets and lab coats and the State shall not provide nor be financially responsible for the cost of such items;

- 5.4.3.5. Reporting of personal illness;
- 5.4.3.6. Sixteen (16) hours of on-site orientation consisting of nurse responsibilities and expectations;
- 5.4.3.7. Administrative and related service policies and procedures;
- 5.4.3.8. Infectious Control;
- 5.4.3.9. Suicide prevention and intervention;
- 5.4.3.10. Sexual Harassment;
- 5.4.3.11. Inmate/Vendor Employee Boundaries;
- 5.4.3.12. Department facility tours; and
- 5.4.3.13. Prison Rape Elimination Act (PREA)
- 5.4.4. *Personnel:* The Contractor shall provide a minimum number of staff as outlined in Exhibit B. The State and the Contractor shall have joint responsibility for staffing patterns. In addition, the Contractor shall provide the following for each NH Department of Corrections facility:
 - 5.4.4.1. RN(s) to be on duty at all times for assessments that can be performed only within the NH Board of Nursing RN scope of practice to include but not limited to nursing sick call triage, emergency runs, mental health and restraint assessments and resident individual and group education; and
 - 5.4.4.2. RN(s) to be assigned infectious control and chronic care duties.
- 5.4.5. *Emergency Contact:*
 - 5.4.5.1. The Contractor shall identify a staffing person with seven (7) days a week, twenty-four (24) hours a day, availability within the scope of the staffing pattern proposed whose function will include staff scheduling.
 - 5.4.5.2. Facilities may request services at any time, including weekends and holidays if needed. **Telephone answering devices (message machines) are not acceptable.**
 - 5.4.5.3. There shall also be an emergency contact person when the staffing person is off duty in the event that one or more assigned personnel fail(s) to report to the facility as scheduled, the Vendor shall be responsible to provide replacement personnel within three (3) hours.
- 5.4.6. *Medication Administration:* The nursing coverage shall provide for nurse administration of all pill line medications at all sites. The NH State Prison for Women, Secure Psychiatric & Residential Treatment Units, Northern Correctional Facility all currently provide for centralized medication distribution on a four (4) call system (referred to as A, B, C & D calls). The NH State Prison for Men due to its physical limitations must utilize a decentralized system of medication distribution for pill line medication which involves distribution within housing units to multiple custody levels.
 - 5.4.6.1. Nursing administration shall administer the following potential quantities of medication with variability based on clinical orders by call, by housing unit, not by person:
 - 5.4.6.2. Housing Unit: Closed Custody Unit (CCU), NHSP-M – C4 Step Down from Maximum:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 5.4.6.10. Respondents may consider working with our current Vendors to negotiate a change in the number of call times but recognize that the current system is a four (4) call system with the expectation that the successful Contractor will provide for staffing to facilitate our current process.
- 5.4.6.11. Each Unit will have a secure area designated for the Medication Administration Area to hold items such as:
- a.) Medication cart;
 - b.) Hardened exterior door;
 - c.) Shelving for med set up and documentation in the Medication Administration Record;
 - d.) Officer to supervise the medication line and perform mouth checks;
 - e.) Locked cabinets in the secure area to hold medication administration supplies; and
 - f.) Secure areas are keyed only for Nursing personnel.
- 5.4.6.12. Vendors can propose appropriately licensed/certified staff to conduct the medication administration in their cost and staffing proposal.
- 5.4.6.13. NHSP-M currently has a sixteen (16) bed infirmary and six (6) negative pressure rooms (used for suicide precautionary watch and medical quarantines). The NHSP-M infirmary also provides for the females under the custody of the Department as there is not stand alone infirmary at the NHSP-W.
- 5.4.6.14. The Vendor’s staffing proposal for the NHSP-M, average population of 1349, shall provide for twenty-four (24) hour coverage for both of the infirmary areas (Inpatient and Outpatient) responsibilities in include but not limited to:
- a.) Triage – Nursing Sick call;

- b.) Emergency Unit Response;
 - c.) Outpatient Clinics;
 - d.) Inpatient Infirmary; and
 - e.) Any other related inmate/patient care duties or functions as assigned.
- 5.4.6.15. NHSP-W currently has two (2) treatment rooms and a dry cell to provide precautionary watch until moved to the NHSP-M or SPU. Inpatient services are provided by NHSP-M.
- 5.4.6.16. The Vendor's staffing proposal for the NHSP-W, average population of 100, provide for twenty-four (24) hour coverage. Responsibilities to include by not limited to:
- a.) Triage – Nursing Sick call;
 - b.) Emergency Unit Response;
 - c.) Outpatient Clinics; and
 - d.) Any other related inmate/patient care duties or functions as assigned.
- 5.4.6.17. NCF currently has an eight (8) bed infirmary, two (2) negative pressure rooms, and six (6) isolation rooms (used for suicide pre-cautionary watch and medical quarantines).
- 5.4.6.18. The Vendor's staffing proposal for the NCF, average population of 600, shall provide for twenty-four (24) hour coverage for both the infirmary areas (Inpatient and Outpatient). Responsibilities to include by not limited to:
- a.) Triage – Nursing Sick call;
 - b.) Emergency Unit Response;
 - c.) Outpatient Clinics;
 - d.) Inpatient Infirmary; and
 - e.) Any other related inmate/patient care duties or functions as assigned.
- 5.4.6.19. SPU currently has forty (40) inpatient psychiatric beds and RTU has twenty (20) inpatient treatment beds in addition to three (3) negative pressure rooms used for suicide pre-cautionary watch, three (3) seclusion rooms and one (1) restraint room. SPU is the only site that provides for medical restraints for out of control self injurious behaviors. All other restraints in the prison system are security based. SPU and RTU share the same building space and are currently being renovated to increase their bed space by twenty (20) or more beds.
- 5.4.6.20. The Vendor's staffing proposal shall provide for twenty-four (24) hour coverage for both areas. Responsibilities to include but not limited to:
- a.) Participate as a member of the inter-disciplinary team in developing and implementing treatment plans;
 - b.) Triage – Nursing Sick call;
 - c.) Emergency Unit Response;
 - d.) Outpatient Clinics; and
 - e.) Any other related inmate/patient care duties or functions as assigned.
- 5.4.6.21. The NH Department of Corrections carries several contracts for the provision of imaging, laboratory services and other areas as needed. The Contractor staff shall be required to continue to facilitate these services

on-site with the other ancillary contracted Vendors and their staff and work collaboratively with the other State staff employed to provide additional medical services as well as other contracted Vendor staff.

6. Service Schedule and Utilization Requirements:

6.1. Service Schedule: The Contractor shall provide Correctional Nursing Services and any other recognized nursing/medical disciplines for the following required shifts listed below.

Type of Nursing Professional	Hours of Operation by Facility			
	NHSP-M 24hrs, 7 days/week	SPU/RTU 24hrs, 7 day/week	NHSP-W** 24hrs, 7 days/week	NCF 24hrs, 7 days/week
Director of Nursing	1 FTE Monday-Friday for all Facilities			
Advanced Practice Registered Nurse (APRN)	2 FTE Mon – Fri 8 hrs/day to include 4 hrs weekly at SPU/RTU	1 four (4) hrs weekly	1 FTE Mon-Fri	1 FTE Mon - Fri; .5 FTE – 29 hrs/week
Nurse Manager	1 FTE Mon-Fri	1 FTE Mon-Fri	1 FTE Mon-Fri	1 FTE Mon-Fri
Registered Nurse	1 FTE per shift	13 FTEs (per Laaman Consent Decree) 1990 Paragraph 31 (c)	1 FTE per shift	1 FTE per shift

- 6.1.1. One (1) FTE shall represent forty (40) hours a week with a mutually agreed upon schedule between the Contractor and the Department to ensure delivery of nursing services unless otherwise specified in the table above.
- 6.1.2. A member of the Nursing staff will be required to conduct sick call at out Transitional Housing Services for women at a minimum of one (1) day per week during our one (1) shift to facilitate appropriate medical triage for C-2 classified inmates. The Contractor should provide a narrative any further charts to display how the proposed nursing staff pattern will meet the scope of services of the Department as described in the RFP as well as to ensure nursing administered medications, proper staffing of the infirmary areas, and outpatient nursing triage and appointments for on-going healthcare (**).
- 6.1.3. The Contractor shall provide in Exhibit B a staffing pattern inclusive of those indicated as well as other nursing and medical disciplines proposed by the Contractor to meet the required scope of services.
- 6.1.4. The existing NH Department of Corrections Nursing staff shall be given first right of opportunity for consideration by the Contractor if they meet the qualifications of the position proposed.

7. General Service Provisions:

- 7.1. Tools and Equipment: The Contractor will be provided with the equipment necessary as deemed necessary by the NH Department of Corrections, Director of Medical & Forensic Services to provide the requested services. Any and all tools and containers shall be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 7.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 7.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 7.4. Contractor Employee Information: The Contractor will be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all employees the Vendor plans to assign to work at the NH Department of Corrections facilities. The NH Department of Corrections will do a criminal record check on all prospective workers who might be assigned to any NHDOC facility. Anyone who is found to have a criminal record shall not be allowed to work at these facilities. Names must be submitted to the NH Department of Corrections, Director of Medical & Forensic Services or designee, P.O. Box 1806, Concord, NH 03302, at least seven (7) days before the persons are to work on-site. This rule applies for any new Contractor employee that is assigned to work at any NH Department of Corrections facility. This policy applies for the duration of the Contract and any renewals thereof.
- 7.5. Licenses, Credentials, Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 7.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 7.7. Contractor Designated Liaison: The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
 - 7.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
 - 7.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
 - 7.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, NH Department of Corrections,

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

- 7.8. Vendor's Liaison's Representative: The Contractor shall designate a representative to act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 7.8.1. Representing the Contractor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract;
 - 7.8.2. Monitoring the Contractor's compliance with the terms of the Contract;
 - 7.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
 - 7.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 7.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 7.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
 - 7.9.2. Monitoring compliance with the terms of the Contract;
 - 7.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
 - 7.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and,
 - 7.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 7.10. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
- 7.10.1. Quarterly summary of services invoiced by type of Correctional Nursing Professional and/or other medical professional, cost, shift and number of hours of services performed;
 - 7.10.2. Any information requested by the NH Department of Corrections; and
 - 7.10.3. Collaboration and participation in collection, consolidation and reporting of healthcare data as it relates to on-going QI initiatives as determined by the Department.
- 7.11. Delivery of Reports: Where the resulting contract requires the delivery of reports to NH Department of Corrections, mere receipt by NH Department of Corrections shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. NH Department of Corrections reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. NH Department of Corrections, as its option, may allow additional time where the successful respondent may remedy the objections noted by NH Department of Corrections.

- NH Department of Corrections may, after having given the successful respondent a reasonable opportunity to complete, make adequate or acceptable declare this agreement to be in default.
- 7.12. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 7.12.1. Monitor and evaluate the Contractor's compliance with the terms of the contract;
 - 7.12.2. The Director and the Operations Administrator of Medical & Forensic Services of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract and on-going effective participation of identified Quality Improvement initiatives;
 - 7.12.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Contractor and explain the deficiencies; and
 - 7.12.4. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract.
- 7.13. Performance Measures: Quality Improvement Measures (QIM) will be identified by the NH Department of Corrections and the Contractor in order to monitor the contract and measure compliance with nursing/medical best practices, Holliday Court Compliance as well as compliance to the contracted standards in collaboration with the NH Department of Corrections QI Administrator.
- 7.13.1. QIM will be consistent to appropriate accrediting agencies including but not limited to the National Commission for Correctional Health Care (NCCCHC) and the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and will be ongoing with quarterly reports prepared by the Contractor with recommendations for improvement when appropriate in cooperation with the NH Department of Corrections.
 - 7.13.2. These measures shall initially include areas such:
 - a.) 100% of the transition for all services is completed within thirty (30) days;
 - b.) 90% fulfillment of positions obligated in contract at all times with the goal of 100% compliance at all times;
 - 7.13.3. Request additional reports and/or reviews the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract and fulfilling the Laaman Decree and other Court Ordered requirements;
 - 7.13.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
 - 7.13.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their accreditation and/or licensure;
 - c.) Has lost or has been notified of intention to lose their Federal certification and/or licensure; or,
 - d.) Terminate the contract as otherwise permitted by law; and
 - 7.13.6. The Contractor will participate in healthcare education to staff employed by the Contractor and/or the State.

8. Other Contract Provisions:

- 8.13. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
- 8.13.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
- Not in compliance with the terms of the Contract, or;
 - As otherwise permitted by law or as stipulated within this Contract.
- 8.14. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.

9. Bankruptcy or Insolvency Proceeding Notification:

- 9.13. 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.
- 9.14. 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.

10. Embodiment of the Contract:

- 10.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 10.1.1. Request for Proposal (RFP) and any amendments thereto;
- 10.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
- 10.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
- 10.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 10.1.3. shall govern.
- 10.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

11. Cancellation of Contract:

- 11.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Contractor with a written notice of such cancellation.
- 11.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 11.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.

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

12. Contractor Transition:

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

13. Audit Requirement:

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

14. Additional Items/Locations:

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

15. Information:

15.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

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

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

15.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.

15.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

16. Public Records:

NH RSA 99-1:A, guarantees every person access to all public records. This RSA provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

17. Special Notes:

- 17.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 17.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 17.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 17.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 17.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 17.4.2. Secure the Contractor's written agreement to the proposed changes.
- 17.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 17.6. The NH Department of Corrections shall not be held liable for finders, placement, advertising fees or any related hiring fees incurred by the Contractor.
- 17.7. The NH Department of Corrections shall not be held liable for relocation expenses to include lodging, temporary housing or mileage fees as a condition of employment of the Contractor's staffing personnel for the duration or term of the Contract and any renewals thereof.
- 17.8. The Department of Corrections shall not agree to liquidated damage provisions on behalf of the Contractor and/or employees represented by the Contractor. If the Contractor requires the NH Department of Corrections staff signature validation of the Contractor's employees work schedule and/or time sheet, the Contractor shall recognize:
 - 17.8.1. NH Department of Corrections staff does not have contracting and payment authority; and
 - 17.8.2. Staff validation signature shall only represent the verification of hours performed by the Contractor's employees.
- 17.9. The Contractor must be equipped to provide handicap access to services as per the American's with Disabilities Act and the Governor's Commission on Disability.

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

1. Budget Sheets:

1.1. **Type of Healthcare Discipline by Service Schedule*, Duty and Quantity** (to be completed by the Vendor):

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

Total Positions Allocated to Facility: _____

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

*Service Schedules (shift & hours) of work-shift will be mutually agreed upon between the Vendor and the State to meet the health services needs of the inmates/patients.

1.2. The Contractor shall attach a proposed service schedule by facility for consideration by the Department.

1.3 **Estimated Staff Budget Proposal per Nursing Discipline per Year** (complete this form for each discipline identified in your proposed Staffing Pattern):

Facility: _____

Position Type (eg. RN; LPN; etc): _____

Quantity of each Position Proposed: _____

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Position Type:						
Estimated Expenses per Position						
Compensation:						
Salaries						
*Benefits (____%)						
Total Compensation						

1.4. **Estimated Total Nursing Staff Budget Proposal by Facility by Year** (complete this form; use a separate form for each discipline identified in your proposed Staffing Pattern; Attach Vendor Provided Detailed Worksheets):

Facility: _____

Site: NHSP-Men NCF SPU/RTU

NHSP-Women/Shea Farm

Total Positions Allocated to Facility: _____

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Total Positions Allocated						
Compensation:						
Salaries						
*Benefits (____%)						
Sub-Total Compensation						
Other Direct Expenses:						
Professional						

Development						
Travel (mileage, lodging, and meals)						
Recruitment						
Equipment						
*COLA (____%)						
*Indirect Costs (____%)						
Total Expenses						

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

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

Professional Development: Continuing Education expenses.

Travel: Mileage Reimbursement, lodging, meals for travel for court appearances, on-call call backs, and between sites.

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

Equipment: Hardware such as computers, blackberry's, desks, uniforms and other such office furniture.

COLA: Cost of Living Adjustments indicate planned percentages.

Indirect Expenses: Preference will be given to Vendor's with the lowest indirect cost percentages – must indicate the percent. NH Department of Corrections is targeting a cap of 12%. Preference will be given to the Vendor with the lowest Indirect/Cost Percentage.

1.5. Total Estimated Nursing Staff Budget Proposal – All Facilities: (add totals from all individual Facility worksheets from section 2.4.)

1.5.1. Contract Period Estimated Yearly Costs (This section is a factor of the price category determinant of the contract award).

1.5.1.1. Estimated Total Cost Year 1: \$ _____

1.5.1.2. Estimated Total Cost Year 2: \$ _____

1.5.1.3. Estimated Total Cost Year 3: \$ _____

1.5.1.4. Estimated Total Cost Year 4: \$ _____

1.5.1.5. Estimated Total Cost Year 5: \$ _____

1.5.1.6. Contract Period Estimated Total Cost: \$ _____

2. Method of Payment:

- 2.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.
- 2.2. Invoices shall be sent to the NH Department of Corrections, Director of Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302 for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302-1806.
- 2.3. Once approved, the original invoices shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 2.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 2.5. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:

- 2.5.1. Invoice date and number;
- 2.5.2 Facility name and associated Contractor account number (if applicable) representing facility name;
- 2.5.3. Quantity and number of hours per Nursing Professional and shift associated with services rendered;
- 2.5.4. Itemized service/product total charge per service/product type.
- 2.6. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 2.7. The Contractor's shall follow the State's Fiscal Year Calendar for budgeting purpose. Year One (1) shall end on June 30, 2012.
- 2.8. On a quarterly basis the Contractor shall reimburse/refund the NH Department of Corrections due to staffing vacancies.
- 2.9. If any position as identified in the Vendor's staffing pattern remains vacant for more than thirty (30) consecutive days below the required fulfillment percentage requirement, Section 7.13, page 28, the Vendor shall be required to reimburse the NH Department of Corrections on a monthly basis. The reimbursement amount shall be set at 1½ times the hourly wage, Step 8, of a like position determined by the standards of the Department of Administrative Services, Division of Personnel or similarly to the NH Hospital wage classification plus applicable federal taxes and the State's retirement benefits multiplied by the amount of hours per shift for each day the position remains vacant. This reimbursement methodology will compensate the NH Department of Corrections outlay to pay for additional temporary services not provided by the Contractor and/or overtime expenses.

3. Appropriation of Funding

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

Section D: Special Provisions, Exhibit C

1. Special Provisions:

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

APPENDIX A FORMAT FOR SUBMISSION

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

- ❑ Cover Page:
 - Title of RFP;
 - RFP Number;
 - Vendors Organizational Name; and
 - Submission Date.
- ❑ Appendix B - Transmittal Letter
- ❑ Cover Letter
 - Executive Summary;
 - Agency Capacity;
 - Program Structure/Plan of Operation Narrative;
 - Agency's Approach to Performance of Scope of Services;
- ❑ Program Narrative;
- ❑ Exhibit A – Scope of Services;
- ❑ Exhibit B:
 1. Budget Narrative;
 2. Budget Sheets:
 - a.) Estimated Total Clinical Staff Budget Form;
 - b.) Budget Worksheets (Vendor Provided Detailed Worksheets); and
 - c.) Treatment Services Staff Budget Form
- ❑ Copies of professional licensures (including New Hampshire Board of Nursing license, certifications and/or qualifications of the medical professional(s) providing the requested services;
- ❑ List of Board of Directors and Addresses (NON-PROFIT ORGANIZATIONS ONLY);
- ❑ List of Key Personnel and Salaries (NON-PROFIT ORGANIZATIONS ONLY);
- ❑ Resumes or Job Descriptions of all Personnel involved with administering programs (NON-PROFIT ORGANIZATIONS ONLY);
- ❑ Statement of Financial Stability; and
- ❑ References.

All documentation listed above is necessary for the successful completion and submission of Proposals. All attachments are located on the following webpage: <http://www.nh.gov/nhdoc/business/rfp.html> under the heading “TOOLS AND RESOURCES FOR BIDDERS.” (Direct link to above document web page: <http://www.nh.gov/nhdoc/business/RFPBiddingTools.htm>).

APPENDIX B
STATE OF NEW HAMPSHIRE PROPOSAL TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: **Rudolph Ogden**
Telephone: (603)-271-2201
Fax: (603) 271-7564
Email: Rudolph.Ogden@nh.gov

RE: Proposal Invitation Name: Correctional Nursing Services
Proposal Number: 1357-12
Proposal Opening Date and Time: November 18, 2011@ 2:30 PM

Dear Rudolph Ogden:

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting Proposal (collectively referred to as "Vendor") hereby submits an offer as contained in the written Proposal submitted herewith ("Proposal") to the State of New Hampshire in response to PROPOSAL # 1357-12 for Correctional Nursing Services at the price(s) quoted herein in complete accordance with the Proposal.

_____ is authorized to legally obligate _____
Print Signor Name Print Company Name

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the RFP.
2. The Vendor has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the Proposal submission deadline of November 18, 2011.
4. The prices Vendor has quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands this RFP.

Vendor's official point of contact is: _____

Telephone: _____ Email: _____ Fax: _____

Authorized Signor's Name Printed _____

Authorized Signor's Signature _____

COUNTY: _____ STATE: _____ ZIP: _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the ____ day of _____, 2011, there appeared before me, the state and county foresaid a person who satisfactorily identified _____ and acknowledge that he executed this document indicated above.

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

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.