

MLC
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. Box 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

May 6, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a three-year contract with Wexford Health Sources, Inc. (VC# 222718), 501 Holiday Drive, Suite 300, Pittsburgh, PA 15220, in the amount of \$40,798,513.99, for the provision of Medical-Dental-Behavioral Health Professional Services, effective upon Governor and Executive Council approval for the period beginning July 1, 2022 through June 30, 2025, with the option to renew for one (1) additional period of up to two (2) year(s) subject to Governor and Executive Council approval. 100% General Funds.

Funds are available in the following account for Fiscal Year 2023 and are anticipated to be available in Fiscal Year 2024 and 2025, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

This contract is available in account, Medical-Dental: 02-46-46-465010-8234-101-500729 as follows:

Wexford Health Sources, Inc.				
Account	Description	FY 2023	FY 2024	FY 2025
02-46-46-465010-8234-101-500729	Medical Providers	\$ 13,028,425.37	\$13,679,846.66	\$ 14,090,241.96
Total Contract				\$ 40,798,513.99

EXPLANATION

This Contract is for the provision of medical, dental and behavioral health services for the NH Department of Corrections resident and non-adjudicated population, using credentialed medical, dental and behavioral health providers consisting of Physicians, Advanced Practical Registered Nurses (APRN's), Podiatrist, Medical Assistants, Medical Case Manager, Dentists, Dental Assistants, Dental Hygienists, Oral Surgeon, Psychiatrists, Psychologists, Mental Health Clinicians, Licensed Alcohol and Drug Counselors, Not Guilty by Reason of Insanity (NGRI) Clinical Coordinator, Quality Improvement/Trainer, and administrative support staff who will complement the services rendered by State healthcare employees at designated NH Department of Corrections facilities.

The contracted healthcare staff will work jointly with other Department health professionals to facilitate proper medical, behavioral health, and dental services for the residents of the NH Department of Corrections. Healthcare services, to include on-call coverage outside of normal business hours, will be provided at all Department facilities to all residents no matter what their classification level (C1-C5).

Basic services include, but are not limited to, medication management, sick call, emergency response, individual and group therapy for behavioral health care, dental hygiene, dental extractions, chronic care condition management, and assessments/exams for the purpose of treatment planning or acute response. Specialty services include, but are not limited to, treatment for opioid use disorders, acute inpatient psychiatric services, monitoring of NGRI persons, all staff to operate the Office of Forensic Examiners who provide forensic evaluation and testimony services as court ordered to assist the New Hampshire Judiciary, specialized behavioral health training as well as utilization and quality management services.

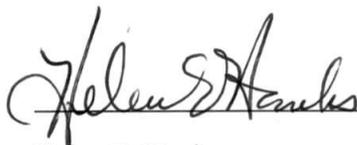
In accordance with Departmental policy and under the direction of the Division of Medical and Forensic Services leadership, contracted staff will work to ensure the success of Department initiatives, to help manage healthcare costs, to assist in the development of programs and clinics to meet population needs, to participate in quality improvement projects, and will engage with community providers to ensure medically appropriate and necessary care is rendered to the residents of the Department.

The totality of the services provided under this contract maintains the Department's Holliday Court compliance and Laaman Decree standards as well as provides comprehensive access to medically necessary care in accordance with correctional healthcare standards, state and federal law. Without these contracted services, the Department will fail to meet the total healthcare needs of those incarcerated within NH Department of Corrections Facilities and the State would not have the services of the Office of Forensic Examiners.

The RFP was posted on the NH Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for seven (7) consecutive weeks and notified ten (10) potential vendors of the RFP posting. As a result of the issuance of the RFP, vendor tours were provided and four (4) potential vendors responded by submitting their proposal. After the review of the proposals and in accordance with the RFP Terms and Conditions, the NH Department of Corrections selected Wexford Health Sources, Inc., in the amount of \$40,798,513.99, to be awarded the Contract.

This RFP was scored utilizing a consensus methodology by a five (5) person evaluation committee. The evaluation committee consisted of NH Department of Corrections employees: Helen E. Hanks, Commissioner, Paula Mattis, FACHE, Non-Medical Director, Medical & Forensic Services, Bernie Campbell, BS, PT, Deputy Director - Medical, Medical & Forensic Services, Ryan Landry, RN, MSN, Director of Nursing, Medical & Forensic Services, and Heidi M. Guinen, LICSW, Deputy Director of Forensic Services.

Respectfully Submitted,



Helen E. Hanks
Commissioner



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RFP Bid Evaluation and Summary
Medical-Dental-Behavioral Health Professional Services
NHDOC 22-05-GFMED

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified in the request for proposal. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Proposals will not be publicly opened. Proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any minor irregularities as that it considers not material to the proposal.
- The RFP does not commit the Department to award a Contract. The Department reserves the right to reject any and all Proposals; to cancel the RFP; and to seek new proposals under a new solicitation process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
 - a. Technical Proposal – 60 points
 - b. Cost Proposal – 40 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in Section F of NHDOC 22-05-GFMED RFP.
 - a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

- a. Helen Hanks, Commissioner, NH Department of Corrections
- b. Paula L. Mattis, Non-Medical Director, Medical & Forensic Services, NH Department of Corrections
- c. Ryan Landry, MSN, RN, Director of Nursing, Medical & Forensic Services, NH Department of Corrections
- d. Bernadette Campbell, Deputy Director – Medical, Medical & Forensic Services, NH Department of Corrections
- d. Heidi M. Guinen, LICSW, Deputy Director of Forensic Services, Medical & Forensic Services, NH Department of Corrections

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RFP Scoring Matrix
Medical-Dental-Behavioral Health Professional Services
NHDOC 22-05-GFMED

Respondents:

Centurion of New Hampshire, LLC
 NaphCare, Inc.

Wexford Health Sources, Inc.
 YesCare Corporation

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
 1. Technical Proposal – 60 points
 2. Cost Proposal – 40 points

NHDOC 22-05-GFMED RFP Scoring Matrix					
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Centurion of New Hampshire, LLC	NaphCare, Inc.	Wexford Health Sources, Inc.	YesCare Corporation
Technical Proposal - 60 points					
Organizational Capability					
<i>a. Capability to Provide Services</i>	10	7.5	10	9.8	5
<i>b. Qualified Personnel</i>	10	6	8.6	9	5.2
<i>c. Correctional Experience</i>	10	10	6.8	9.9	6
Organizational Approach to Performance					
<i>a. Resources Proposed</i>	20	14.6	16	19	11.8
<i>b. Adverse Legal Judgements</i>	10	6.6	6.4	10	7.0
Cost Proposal - 40 points	40	40	34.40	38.80	35.20
Total	100	84.7	82.2	96.5	70.2

Contract Award:

Wexford Health Sources, Inc.
 501 Holiday Drive, Suite 300
 Pittsburgh, PA 15220



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RFP Evaluation Committee Member Qualifications
Medical-Dental-Behavioral Health Professional Services
NHDOC RFP 22-05-GFMED

Helen E. Hanks, Commissioner, NH Department of Corrections

Helen Hanks received her Bachelor of Science in Psychology with a concentration in mental health and a minor in Pre-Law from Plymouth State College, NH. She graduated Cum Laude and with Honors in Psychology in 1998. She received her Master of Management with a concentration in Health Care Policy and Management from the Florence Heller Graduate School at Brandeis University in Waltham Massachusetts in 1999.

During her time working toward her degrees, she worked per diem for Spaulding Youth Center in Northfield, NH working with children with neurological and behavioral disorders both in their residential settings as well as the classroom. After completing her degree programs, she joined Magellan Behavioral Health as a quality improvement specialist/outcomes & Evaluation Associate in Burlington, MA focused on analyzing data trending in consumer activity. She was part of the team managing the agency's compliance to National Committee for Quality Assurance Accreditation Standards.

In 2003, she attained a position with the NH Department of Corrections as a social worker at the NH State Prison for Men in Concord NH. In this role, she demonstrated her analysis skills and their application to correctional healthcare practices by tracking and trending the screening data to forecast areas of need for the men incarcerated and agency alignment to Lamaan Consent Decree requirements. Through an opportunity to promote, she attained the position of Deputy Director of Medical & Forensic Services in 2005 focusing on meeting and exceeding the Department's Court Ordered requirements outlined in the Holliday Court Order, specific to behavioral health and the distribution of pharmaceuticals across all the facilities. She was instrumental in outlining the framework of the department's first electronic behavioral health record, developed in coordination with departmental Information Technology staff. In 2011, she was confirmed into the position of Director of Medical & Forensic Services. She aligned the department's legislative requirements for monitoring people civilly committed under the not guilty by reason of insanity commitment laws and enhanced the tracking of those individuals across the continuum of care established through the State mental health system. Through her leadership, the department implemented several modified therapeutic communities within the facilities (e.g., Wellness Units, Focus Units and the Residential Treatment Unit). She collaborated on the development and implementation of reporting tools for services in all areas of the departmental healthcare system. Her work advanced the contracting process and aligned payment models to Medicaid and Medicare payments.

In 2014, she was then confirmed by the State's Executive Council to the position of Assistant Commissioner for the NH Department of Corrections. A key to her success in this capacity was the successful coordination with all parties to design, bid and construct a new women's prison. These efforts included staffing patterns to ensure equity in the services available within the new facility for women in line with those offered to men. Throughout

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her supervisory career in the NH Department of Corrections, she has worked with the Legislature in many capacities including the trending of healthcare expenditures and the effects infectious diseases and pharmaceutical advancements have on the Department's budget (e.g., Hepatitis C, HIV). As the community advances the interventions to treat illnesses, these have immediate impacts on healthcare practices in corrections. She is a strong advocate for the parity of healthcare services for those incarcerated to those of Medicaid recipients.

In her current role as Commissioner, confirmed in November of 2017, she is working on advancing vocational opportunities within correctional facilities, creating better continuity of care upon release for transitioning residents and implementing new initiatives such as the expansion of Medication-Assisted Treatment in corrections. She is always on a path to advance correctional practices, strengthen community awareness of what corrections is and is not and working to reduce recidivism into NH Correctional facilities.

Paula L. Mattis, Non-Medical Director, Medical & Forensic Services

Paula Mattis was appointed as Director of the Division of Medical and Forensic Services for the NH Department of Corrections in March of 2015. Prior to that, she held leadership positions in the fields of health care and community services. Ms. Mattis has a bachelor's degree in psychology from the University of Texas at Austin and a master's degree in social work from the University of Illinois in Urbana-Champaign. Ms. Mattis is a Fellow in the American College of Healthcare Executives. In her current role, she is the chief executive of healthcare services (medical, behavioral health, dental) for the NH Department of Corrections. Ms. Mattis has extensive experience in managing systems of healthcare at the executive level as well as direct care experience. Ms. Mattis has been honored as Social Worker of the Year by the NH chapter of the National Association of Social Workers, as a Champion for Mental Health by Riverbend Community Mental Health Center and as a recipient of the Regent's Award of the Northern New England Association of Healthcare Executives.

Bernadette Campbell, BS, PT, Deputy Director - Medical, Medical & Forensic Services

Ms. Campbell is the Deputy Director – Medical for the Division of Medical and Forensic Services for the NH Department of Corrections. Her professional history includes eighteen years as Owner Operator of a private Physical Therapy practice, thirteen years as Director of Rehab services for NH of Corrections and six years in her current position. Experience also includes vast experience in the acute care hospital setting. Ms. Campbell's role includes oversight of allied health services, medical records, dental and operation administration. She is responsible to ensure medical contract compliance as well as public and institutional safety through ongoing monitoring and evaluation. Ms. Campbell is a graduate of University of Massachusetts with a Bachelor of Science in Physical Therapy and has over thirty years' experience with and around correctional medicine.

Ryan Landry, RN, MSN, Director of Nursing, Medical & Forensic Services

Mr. Landry is the Director of Nursing in the Medical & Forensic Department of the NH Department of Corrections. Mr. Landry currently organizes and facilitates nursing care throughout all facilities at the NHDOC while supervising members of the nursing team. Mr. Landry has over 17 years of experience in various nursing roles within the division, including Nurse Specialist and Nurse Coordinator of both the Northern New Hampshire Correctional Facility and the New Hampshire State Prison for Men. Mr. Landry is board certified by the American Nurses Credentialing Center with a specialty in Pain Management Nursing. Mr. Landry received an Associate of Science/Nursing Degree from the White Mountain Community College, as well as a Bachelor of Science Degree/Nursing from Western Governor's University, Salt Lake City Utah, and Master of Science/Nursing Leadership and Management Degree from Western Governor's University, Salt Lake City Utah.

Heidi M. Guinen, LICSW, Deputy Director of Forensic Services, Medical & Forensic Services

Ms. Guinen is the Deputy Director of Forensic Services for the New Hampshire Department of Corrections. Her duties include oversight of the behavioral health services delivery system within the departmental prison system to

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include the secured psychiatric unit and community corrections. Ms. Guinen has been in the employ of the department for the past 21 years providing clinical and administrative supervision to 36 staff along with vendor oversight to an additional 13 staff members. Ms. Guinen holds a master's degree in Social Work from the University of New England with a minor in criminal justice and is a licensed drug and alcohol counselor along with licensure in clinical social work. Ms. Guinen provides consultation to community treatment programs on best practice and is also employed by the Berlin police department as a hostage negotiator with a certification from the Federal Bureau of Investigation. Ms. Guinen has also worked as an adjunct professor for Granite State College Bachelors program teaching Forensic social work, crisis negotiations, introduction to psychology and clinical practice with difficult populations. She is also a per diem staff member since 2001 for the department of juvenile justice, as an instructor for the youth challenge drug and alcohol program.



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RFP Bidders List
Medical-Dental-Behavioral Health Professional Services
NHDOC 22-05-GFMED

Centurion

Centene Plaza
7700 Forsyth Blvd
Clayton, MO 63105
Keith Lueking, Interim CEO
(o) 314.505.6841
(e) klueking@TeamCenturion.com
(w) www.centurionmanagedcare.com

Corizon Health

103 Powell Court
Brentwood, TN 37027
James Hyman CEO
Dana Bell, VP Business Development
(o) 800.729.0069
(e) JamesHyman@corizonhealth.com
(e) Dana.Bell@corizonhealth.com
(e) marketing@corizonhealth.com
(w) www.Corizonhealth.com

Correctional Medical Associates, Inc

1000 Circle 75 Parkway, SE, Suite 060
Atlanta, GA 30339
Felicia Herring, President
(o) 404.760.0296
(e) fherring@correctionalmed.com
(w) www.correctionalmed.com

NaphCare, Inc

2090 Columbiana Road
Suite 4000
Birmingham, AL 35216
Byron Harris
Director of Information Systems
(o) 205.536.8400
(e) byron.harrison@naphcare.com
(e) trent.turek@naphcare.com
(w) www.naphcare.com

PrimeCare Medical

3940 Locust Lane
Harrisburg, PA 17109
(o) 800.245.7277
(e) business@primecaremedical.com
(w) www.primecaremedical.com

RCM Health Care Services

575 Eighth Ave. 6th Floor
New York, NY 10018
Brandon Krieger
Manager of NYC Nursing Department and
Paraprofessional Services
(o) 917.286.5303
(e) brandon.krieger@rcmt.com
(w) www.Rcmhealthcare.com

Southern Correctional Medicine

1718 Reynolds St.
Waycross, GA 31501
Ashlee Hidden
Business Development
(o) 912.283.5260
(e) ahidden@scmmed.net
(w) www.scmhealth.net

VitalCore Health Strategies

719 SW Van Buren Street, Suite 100
Topeka, KS 66603
Elizabeth Gillespie, VP of Marketing
(o) 785-246-6840
(e) BGillespie@VitalCoreHS.com
(w) www.vitalcorehs.com

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Wellpath

800 Fairway Drive, Suite 490
Deerfield Beach, FL 33441
Kerry Mangold
Vice President, Partnership and Special Projects
(o) 954.354.8784
(e) kmangold@wellpath.us
(w) www.wellpathcare.com

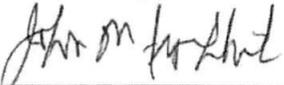
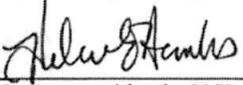
Wexford Health Sources, Inc

501 Holiday Drive
Foster Plaza Four
Pittsburgh, PA 15220
Wendelyn R. Pekich, MBA, CCHP, VP of Marketing
Strategic Communication & Proposal Development
John Dallas, Dir. Business Development and Innovation
(o) 412.937.5216
(e) john.dallas@wexfordhealth.com
(e) wpekich@wexfordhealth.com
(e) info@wexfordhealth.com
(w) www.wexfordhealth.com

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

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

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301 P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name Wexford Health Sources, Inc.		1.4 Contractor Address 501 Holiday Drive, Suite 300, Foster Plaza Four Pittsburgh, PA 15220	
1.5 Contractor Phone Number (412) 937-8590	1.6 Account Number 02-46-46-465010-101-500729	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$40,798,513.99
1.9 Contracting Officer for State Agency Paula L. Mattis		1.10 State Agency Telephone Number 603-271-5563	
1.11 Contractor Signature  Date: 4/14/2022		1.12 Name and Title of Contractor Signatory John M. Froehlich Senior VP & Chief Financial Officer	
1.13 State Agency Signature  Date: 5/6/2022		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takmina Rakhmatova</i> On: 5/10/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials JF
Date 4/14/22

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials JF
Date 4/14/22 *JF*

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials JF
Date 4/14/22

JF
4/20/22

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JF
Date 4/14/22

JF
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Special Provisions, Exhibit A

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

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

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JF HSD

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Scope of Services, Exhibit B

1. Purpose

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

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

2. Performance Period

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

3. Service Locations

Service locations are marked with an "X" below:

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

4. Current Resident/Patient/non-Adjudicated Population

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

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5. Medical and Dental Services

The Contractor shall provide medical and dental treatment services to residents of the NH Department of Corrections at all sites listed above unless otherwise specified by the NH Department of Corrections. Infirmatory level of care and dental services are provided at NHSP-M, NCF, and NHCF-W. Residents in Community Corrections will be seen for infirmatory and dental care at the appropriate facility. All residents will receive and intake screening per NH Department of Corrections policy. Transitional housing services are provided with medical and dental services via the same gender NHD0C facility closest to their address.

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

Facilities/Locations	Position ²	# FTE
ALL SITES	Chief Medical Officer (CMO)	1.0
	Staff Physician(s)	2.3
	Advanced Practice Registered Nurse (APRNs) ³	5.5
	Medical Case Manager	1.0
	Podiatrist	0.25
NHSP/M	Medical Assistant	1.0
NCF	Medical Assistant	1.0
Required Contracted Medical Staff by Position, Site and FTE		12.05

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

Facilities/Locations	Position	# FTE
ALL SITES	Director of Rehab Services	1.0
	Registered Dietician	1.0
	Medical Record Supervisor	1.0
	Director Nursing (DON)	1.0
	Assistant Director of Nursing	1.0
	Chief Pharmacist	1.0
	Pharmacist	4.0
	Pharmacy Technician	5.0
NHSP-M, SPU and RTU	Nurse Coordinators	2.0
	Staff Nurses	28.0
	Medical Record Technicians	3.5
	Ward Clerk	1.0
	Secretary	1.0
NHSP-W	Nurse Coordinator	1.0
	Staff Nurses	9.0
NCF	Nurse Coordinator	1.0
	Staff Nurses	11
	Medical Record Technician	1.0
	Ward Clerk	.5
Current NHD0C State Medical Staff by Position, Site and FTE		74

¹ One (1) FTE = forty (40) hours

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

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

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

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

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

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

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

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

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

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

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

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

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

Facilities/Locations	Position	# FTE
All SITES	Prison Dental Office Supervisor	1.0
NHSP-M, SPU, RTU and NHCf/W	Dental Assistant(s)	2.0
NCF	Dental Assistant	1.0
Current NHD0C Dental Staff by Position, Site and FTE		4.0

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

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

⁴ One (1) FTE = forty (40) hours

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

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

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

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- Participate in the Pharmacy & Therapeutics and Infection Control Committees and;
 - Reviews records and advises on requests for treatment and procedures for residents housed at county jails and out of state on interstate compact status.
- 5.7.20. Chief Dental Officer shall be an integral part of the Contractor/Department's Division of Medical & Forensic Services Utilization Management program by participating and/or facilitating the following:
- Participating in utilization management practices for all dental clinical services;
 - Assure resident/patients receive timely, appropriate, and coordinated dental services to optimize resident/patient outcomes;
 - Ensure necessary care is provided in a cost effective manner consistent with appropriate standards of care;
 - Provide reports to the Department's Division of Medical & Forensic Services in a form, format and time frame mutually agreed upon between the Department and Contractor.
- 5.8. Dental On-Call Services (Contractor shall be responsible for the following):
Contractor shall provide on-call dental coverage for all facilities/locations identified in Scope of Services, Exhibit B, **Error! Reference source not found., Error! Reference source not found.** of this document, Monday through Friday from 4PM to 8AM, as well as 24 hours a day on weekends to include all State and Federal holidays. On-call coverage is required 365 days a year. The Contractor's on call providers shall assess emergent needs of residents/patients as reported by Department's Division of Medical & Forensic Services health care staff or correctional staff in the absence of on-site dental professionals. The Contractor shall provide an appropriate rotation of providers to meet the needs of on-call dental services to manage the facilities/locations listed in paragraph **Error! Reference source not found., Error! Reference source not found.** The on-call provider shall respond by telephone to institution-based calls within fifteen (15) minutes of the telephone call for service and shall provide direction to the caller.

6. Required Behavioral Health Services

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

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

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

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

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

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

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

⁶ One (1) FTE = forty (40) hours

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

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

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

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

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

7. Administrative Services

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

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

Facilities/Locations	Position ⁹	# FTE
Central Office	Program Manager	1.0
	Administrative Assistant	1.0
	Quality Improvement Analyst (QIA)	1.0
Required Contracted Administrative Staff by Position, Site and FTE		3.0

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

⁸ One (1) FTE = forty (40) hours

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

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

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

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

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

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

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

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

10. General Service Provisions

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

10.2. Tools: The Contractor will be provided with the equipment as deemed necessary by the NH Department of Corrections, Director of Medical & Forensic Services to provide the requested services. Equipment provided by the NH Department of Corrections will include but not limited

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

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

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

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

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10.7. Reporting Requirements:

10.7.1. The Contractor shall provide all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:

- Annual affirmation of appropriate credentialing of Contractor employees;
- Results of Continuous Quality Improvements;
- Breakdowns of billings; Monthly Facility Services Schedule (MFSS) reports (staffing reports by position, indicating position hours not properly filled to include all changes from the monthly schedule, i.e., unscheduled meetings, training, leave, et cetera);
- Monthly paid per diem report by position; and
- Monthly vacancy report to include date of vacancy by position and new hires by position.

10.7.2. It is the intent of the NH Department of Corrections to work with the Contractor to provide any reporting required that meets the Department's needs and welcomes suggestions by the Contractor that would result in more efficient administrative reporting.

10.7.3. Any information requested would be specific to the resident/patient population.

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

10.8.1. The Contractor shall implement the Thirty (30) Day Transitional Plan to be ready to provide services beginning July 1, 2022, as stated in the Contractors submitted Proposal and approved by the NH Department of Corrections.

10.8.2. The Contractor shall adhere to the Department's Director of Medical & Forensic Services approved Monthly Facility Services Schedule (MFSS). The MFSS shall provide a listing of Contracted staff and their location assignment and shall comply with the Contractor's staffing and services plan submitted in its Proposal and approved by the NH Department of Corrections.

10.8.3. All staff associated with these services requested by the NH Department of Corrections may be deployed to other facilities/locations to meet business needs and achieve the goals of the Department.

10.8.4. The Contractor shall provide a Full-Time Equivalent (FTE) staffing pattern of all positions proposed to meet the needs of the Department as well as a narrative describing the scope of work expected of each of the positions as well as job descriptions. It is not the intention of the Department to have the Contractor provide these services through predominantly part-time (PT) or temporary employees.

10.8.5. Contractor employees shall follow the Department's workflow processes to ensure efficient and effective outcomes. Examples include, but are not limited to, electronic scheduling platforms and use of tele-conferencing/tele-health equipment.

10.8.6. The Contractor shall provide appropriate representatives to serve on and attend all committee meeting as required by the Department's Director of Medical & Forensic Services.

10.8.7. The Contractor shall enter information into the Department supplied electronic health/dental record according to all the Departments' policy and procedure directives and to the design of the electronic healthcare record.

10.8.8. In accordance with its MFSS, the Contractor shall employ the number and types of personnel necessary to effectively provide the services required by the Department's Director of Medical & Forensic Services at the facilities/locations

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

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

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

11. Administrative Rules, Policies, Regulations and Policy and Procedure Directives

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

12. Prison Rape Elimination Act (PREA) of 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:
http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

13. Protected Health Information (PHI)

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

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

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

The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

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

14. Health Insurance Portability and Accountability Act (HIPAA)

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

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

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

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

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

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

15. Criminal Justice Information Services (CJIS) Security Policy

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

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

16. Change of Ownership

In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.

17. Contractor Designated Liaison

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization affirming them as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract will be directed.

- 17.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 17.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 17.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Director of Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.

18. Contractor's Designated Responsibilities

Contractor's designated liaison shall be responsible for:

- 18.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.
- 18.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
- 18.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 18.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

19. NH Department of Corrections Liaison Responsibilities

NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:

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

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

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

20. Reporting Requirements

NH Department of Corrections shall, at its sole discretion:

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

21. Performance Evaluation

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

22. Performance Assessment

NH Department of Corrections shall, at its sole discretion:

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

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

23. Bankruptcy or Insolvency Proceeding Notification

- 23.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 23.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part or re-affirm the Contract in whole or in part.

24. Embodiment of the Contract

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 24.1.1. shall govern. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Proposer's Proposal and/or the result of a Contract.

24.1. Order of Precedence:

- 24.1.1. NH Department of Corrections Contract Agreement NHD0C 22-05-GFMED.
- 24.1.2. NH Department of Corrections RFP NHD0C 22-05-GFMED.
- 24.1.3. Proposer's Response to RFP NHD0C 22-05-GFMED

25. Cancellation of Contract

NH Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

- 25.1. The NH Department of Corrections reserves that right to terminate the without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 25.2. The NH Department of Corrections reserves the right to cancel this Contractor for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

26. Contractor Transition

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

27. Audit Requirement

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

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28. Notification to the Contractor

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

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

Form Number P-37 (version 12/11/19); Certificate of Good Standing (COGS); Certificates of Authority/Vote (COA/COV); Certificate of Insurance (COI); Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; Health Insurance Portability and Accountability Act - Business Associate Agreement (HIPAA); PREA Acknowledgement Form; Criminal Justice Information Services (CJIS) Security Policy and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the COGS, are located as a separate link on the NH Department of Corrections website: http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm with instructions found in the Proposal Check Sheet.

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Estimated Budget/Method of Payment, Exhibit C

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

1.1. Definitions¹⁰:

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

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

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

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

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

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

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

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

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

FY 2023 Medical - Dental - Behavioral Health Contracted Positions				
Medical - Dental - Behavioral Health Contracted Positions	# of FTE's	Loaded Yearly Compensation Rate	Indirect Cost % (included in Loaded Yearly Compensation Rate)	Total
Chief Medical Officer	1.0	\$ 505,626.58	17.05%	\$ 505,626.58
Staff Physician(s)	2.3	\$ 421,384.70	12.71%	\$ 969,184.81
Medical Case Manager	1.0	\$ 149,808.00	16.43%	\$ 149,808.00
Podiatrist	0.25	\$ 350,569.64	12.84%	\$ 87,642.41
APRN(s)	5.5	\$ 210,657.29	20.23%	\$ 1,158,615.10
Medical Assistant(s)	2.0	\$ 69,259.36	16.58%	\$ 138,518.72
Chief Dental Officer (CDO)	1.0	\$ 350,569.63	16.25%	\$ 350,569.63
Oral Surgeon	0.25	\$ 613,496.85	12.13%	\$ 153,374.21
Staff Dentist(s)	2.6	\$ 333,041.15	12.37%	\$ 865,906.99
Dental Assistant(s)	1.6	\$ 103,889.04	21.46%	\$ 166,222.46
Dental Hygienist(s)	2.0	\$ 138,518.72	21.40%	\$ 277,037.44
Chief Psychiatric Officer (CPO)	1.0	\$ 701,139.26	18.00%	\$ 701,139.26
Staff Psychologist	1.0	\$ 303,312.85	12.78%	\$ 303,312.85
Staff Psychiatrist(s)	3.0	\$ 648,553.83	11.05%	\$ 1,945,661.49
Psychiatric Nurse Practitioner(s)	6.0	\$ 269,658.16	17.70%	\$ 1,617,948.96
Mental Health Clinician(s)	5.0	\$ 151,691.48	16.64%	\$ 758,457.40
LADC(s)	2.0	\$ 86,574.21	22.54%	\$ 173,148.42
Chief Forensic Evaluator	1.0	\$ 446,660.77	16.97%	\$ 446,660.77
FE- Psychologist(s)	4.0	\$ 303,312.85	16.05%	\$ 1,213,251.40
Forensic Office Manager/ Data Analysis -FE	1.0	\$ 141,531.51	21.92%	\$ 141,531.51
Forensic Office Records Clerk	1.0	\$ 76,185.30	21.16%	\$ 76,185.30
NGRI Clinical Coordinator	1.0	\$ 176,967.56	17.59%	\$ 176,967.56
Program Manager	1.0	\$ 294,934.23	16.45%	\$ 294,934.23
Administrative Asst.	1.0	\$ 103,889.05	22.51%	\$ 103,889.05
QIA	1.0	\$ 252,830.82	17.92%	\$ 252,830.82
Sub-Total Positions	48.5	\$		\$ 13,028,425.37
Total FY 2023 Medical - Dental - Behavioral Health Contracted Positions				\$ 13,028,425.37
Notes: Total = # of FTE's x Loaded Yearly Compensation Rate				

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

FY 2024 Medical - Dental - Behavioral Health Contracted Positions				
Medical - Dental - Behavioral Health Contracted Positions	# of FTE's	Loaded Yearly Compensation Rate	Indirect Cost % (included in Loaded Yearly Compensation Rate)	Total
Chief Medical Officer	1.0	\$ 530,907.91	17.05%	\$ 530,907.91
Staff Physician(s)	2.3	\$ 442,453.93	12.71%	\$ 1,017,644.04
Medical Case Manager	1.0	\$ 157,298.40	16.43%	\$ 157,298.40
Podiatrist	0.25	\$ 368,098.13	12.84%	\$ 92,024.53
APRN(s)	5.5	\$ 221,190.16	20.23%	\$ 1,216,545.88
Medical Assistant(s)	2.0	\$ 72,722.33	16.58%	\$ 145,444.66
Chief Dental Officer (CDO)	1.0	\$ 368,098.11	16.25%	\$ 368,098.11
Oral Surgeon	0.25	\$ 644,171.70	12.13%	\$ 161,042.93
Staff Dentist(s)	2.6	\$ 349,693.21	12.37%	\$ 909,202.35
Dental Assistant(s)	1.6	\$ 109,083.49	21.46%	\$ 174,533.58
Dental Hygienist(s)	2.0	\$ 145,444.66	21.40%	\$ 290,889.32
Chief Psychiatric Officer (CPO)	1.0	\$ 736,196.23	18.00%	\$ 736,196.23
Staff Psychologist	1.0	\$ 318,478.49	12.78%	\$ 318,478.49
Staff Psychiatrist(s)	3.0	\$ 680,981.52	11.05%	\$ 2,042,944.56
Psychiatric Nurse Practitioner(s)	6.0	\$ 283,141.07	17.70%	\$ 1,698,846.42
Mental Health Clinician(s)	5.0	\$ 159,276.05	16.64%	\$ 796,380.25
LADC(s)	2.0	\$ 90,902.92	22.54%	\$ 181,805.84
Chief Forensic Evaluator	1.0	\$ 468,993.81	16.97%	\$ 468,993.81
FE- Psychologist(s)	4.0	\$ 318,478.49	16.05%	\$ 1,273,913.96
Forensic Office Manager/ Data Analysis -FE	1.0	\$ 148,608.09	21.92%	\$ 148,608.09
Forensic Office Records Clerk	1.0	\$ 79,994.56	21.16%	\$ 79,994.56
NGRI Clinical Coordinator	1.0	\$ 185,815.94	17.59%	\$ 185,815.94
Program Manager	1.0	\$ 309,680.94	16.45%	\$ 309,680.94
Administrative Asst.	1.0	\$ 109,083.50	22.51%	\$ 109,083.50
QIA	1.0	\$ 265,472.36	17.92%	\$ 265,472.36
Sub-Total Positions	48.5	\$		\$ 13,679,846.66
Total FY 2024 Medical - Dental - Behavioral Health Contracted Positions				\$ 13,679,846.66
Notes: Total = # of FTE's x Loaded Yearly Compensation Rate				

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

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

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

FY 2025 Medical - Dental - Behavioral Health Contracted Positions				
Medical - Dental - Behavioral Health Contracted Positions	# of FTE's	Loaded Yearly Compensation Rate	Indirect Cost % (included in Loaded Yearly Compensation Rate)	Total
Chief Medical Officer	1.0	\$ 546,835.15	17.05%	\$ 546,835.15
Staff Physician(s)	2.3	\$ 455,727.55	12.71%	\$ 1,048,173.37
Medical Case Manager	1.0	\$ 162,017.36	16.43%	\$ 162,017.36
Podiatrist	0.25	\$ 379,141.07	12.84%	\$ 94,785.27
APRN(s)	5.5	\$ 227,825.86	20.23%	\$ 1,253,042.23
Medical Assistant(s)	2.0	\$ 74,904.00	16.58%	\$ 149,808.00
Chief Dental Officer (CDO)	1.0	\$ 379,141.06	16.25%	\$ 379,141.06
Oral Surgeon	0.25	\$ 663,496.85	12.13%	\$ 165,874.21
Staff Dentist(s)	2.6	\$ 360,184.00	12.37%	\$ 936,478.40
Dental Assistant(s)	1.6	\$ 112,356.00	21.46%	\$ 179,769.60
Dental Hygienist(s)	2.0	\$ 149,808.00	21.40%	\$ 299,616.00
Chief Psychiatric Officer (CPO)	1.0	\$ 758,282.11	18.00%	\$ 758,282.11
Staff Psychologist	1.0	\$ 328,032.85	12.78%	\$ 328,032.85
Staff Psychiatrist(s)	3.0	\$ 701,410.96	11.05%	\$ 2,104,232.88
Psychiatric Nurse Practitioner(s)	6.0	\$ 291,635.30	17.70%	\$ 1,749,811.80
Mental Health Clinician(s)	5.0	\$ 164,054.33	16.64%	\$ 820,271.65
LADC(s)	2.0	\$ 93,630.00	22.54%	\$ 187,260.00
Chief Forensic Evaluator	1.0	\$ 483,063.62	16.97%	\$ 483,063.62
FE- Psychologist(s)	4.0	\$ 328,032.84	16.05%	\$ 1,312,131.36
Forensic Office Manager/ Data Analysis -FE	1.0	\$ 153,066.33	21.92%	\$ 153,066.33
Forensic Office Records Clerk	1.0	\$ 82,394.40	21.16%	\$ 82,394.40
NGRI Clinical Coordinator	1.0	\$ 191,390.41	17.59%	\$ 191,390.41
Program Manager	1.0	\$ 318,971.37	16.45%	\$ 318,971.37
Administrative Asst.	1.0	\$ 112,356.00	22.51%	\$ 112,356.00
QIA	1.0	\$ 273,436.53	17.92%	\$ 273,436.53
Sub-Total Positions	48.5	\$		\$ 14,090,241.96
Total FY 2025 Medical - Dental - Behavioral Health Contracted Positions				\$ 14,090,241.96
Notes: Total = # of FTE's x Loaded Yearly Compensation Rate				

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

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

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

FY 2026 Medical - Dental - Behavioral Health Contracted Positions				
Medical - Dental - Behavioral Health Contracted Positions	# of FTE's	Loaded Yearly Compensation Rate	Indirect Cost % (included in Loaded Yearly Compensation Rate)	Total
Chief Medical Officer	1.0	\$ 563,240.20	17.05%	\$ 563,240.20
Staff Physician(s)	2.3	\$ 469,399.38	12.71%	\$ 1,079,618.57
Medical Case Manager	1.0	\$ 166,877.88	16.43%	\$ 166,877.88
Podiatrist	0.25	\$ 390,515.30	12.84%	\$ 97,628.83
APRN(s)	5.5	\$ 234,660.64	20.23%	\$ 1,290,633.52
Medical Assistant(s)	2.0	\$ 77,151.12	16.58%	\$ 154,302.24
Chief Dental Officer (CDO)	1.0	\$ 390,515.29	16.25%	\$ 390,515.29
Oral Surgeon	0.25	\$ 683,401.75	12.13%	\$ 170,850.44
Staff Dentist(s)	2.6	\$ 370,989.52	12.37%	\$ 964,572.75
Dental Assistant(s)	1.6	\$ 115,726.68	21.46%	\$ 185,162.69
Dental Hygienist(s)	2.0	\$ 154,302.24	21.40%	\$ 308,604.48
Chief Psychiatric Officer (CPO)	1.0	\$ 781,030.58	18.00%	\$ 781,030.58
Staff Psychologist	1.0	\$ 337,873.83	12.78%	\$ 337,873.83
Staff Psychiatrist(s)	3.0	\$ 722,453.29	11.05%	\$ 2,167,359.87
Psychiatric Nurse Practitioner(s)	6.0	\$ 300,384.36	17.70%	\$ 1,802,306.16
Mental Health Clinician(s)	5.0	\$ 168,975.96	16.64%	\$ 844,879.80
LADC(s)	2.0	\$ 96,438.90	22.54%	\$ 192,877.80
Chief Forensic Evaluator	1.0	\$ 497,555.53	16.97%	\$ 497,555.53
FE- Psychologist(s)	4.0	\$ 337,873.83	16.05%	\$ 1,351,495.32
Forensic Office Manager/ Data Analysis -FE	1.0	\$ 157,658.32	21.92%	\$ 157,658.32
Forensic Office Records Clerk	1.0	\$ 84,866.23	21.16%	\$ 84,866.23
NGRI Clinical Coordinator	1.0	\$ 197,132.13	17.59%	\$ 197,132.13
Program Manager	1.0	\$ 328,540.51	16.45%	\$ 328,540.51
Administrative Asst.	1.0	\$ 115,726.68	22.51%	\$ 115,726.68
QIA	1.0	\$ 281,639.63	17.92%	\$ 281,639.63
Sub-Total Positions	48.5	\$		\$ 14,512,949.28
Total FY 2026 Medical - Dental - Behavioral Health Contracted Positions				\$ 14,512,949.28
Notes: Total = # of FTE's x Loaded Yearly Compensation Rate				

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

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

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

FY 2027 Medical - Dental - Behavioral Health Contracted Positions				
Medical - Dental - Behavioral Health Contracted Positions	# of FTE's	Loaded Yearly Compensation Rate	Indirect Cost % (included in Loaded Yearly Compensation Rate)	Total
Chief Medical Officer	1.0	\$ 580,137.41	17.05%	\$ 580,137.41
Staff Physician(s)	2.3	\$ 483,481.36	12.71%	\$ 1,112,007.13
Medical Case Manager	1.0	\$ 171,884.21	16.43%	\$ 171,884.21
Podiatrist	0.25	\$ 402,230.76	12.84%	\$ 100,557.69
APRN(s)	5.5	\$ 241,700.46	20.23%	\$ 1,329,352.53
Medical Assistant(s)	2.0	\$ 79,465.66	16.58%	\$ 158,931.32
Chief Dental Officer (CDO)	1.0	\$ 402,230.75	16.25%	\$ 402,230.75
Oral Surgeon	0.25	\$ 703,903.80	12.13%	\$ 175,975.95
Staff Dentist(s)	2.6	\$ 382,119.21	12.37%	\$ 993,509.95
Dental Assistant(s)	1.6	\$ 119,198.48	21.46%	\$ 190,717.57
Dental Hygienist(s)	2.0	\$ 158,931.31	21.40%	\$ 317,862.62
Chief Psychiatric Officer (CPO)	1.0	\$ 804,461.49	18.00%	\$ 804,461.49
Staff Psychologist	1.0	\$ 348,010.05	12.78%	\$ 348,010.05
Staff Psychiatrist(s)	3.0	\$ 744,126.89	11.05%	\$ 2,232,380.67
Psychiatric Nurse Practitioner(s)	6.0	\$ 309,395.89	17.70%	\$ 1,856,375.34
Mental Health Clinician(s)	5.0	\$ 174,045.24	16.64%	\$ 870,226.20
LADC(s)	2.0	\$ 99,332.07	22.54%	\$ 198,664.14
Chief Forensic Evaluator	1.0	\$ 512,482.20	16.97%	\$ 512,482.20
FE- Psychologist(s)	4.0	\$ 348,010.04	16.05%	\$ 1,392,040.16
Forensic Office Manager/ Data Analysis -FE	1.0	\$ 162,388.07	21.92%	\$ 162,388.07
Forensic Office Records Clerk	1.0	\$ 87,412.22	21.16%	\$ 87,412.22
NGRI Clinical Coordinator	1.0	\$ 203,046.09	17.59%	\$ 203,046.09
Program Manager	1.0	\$ 338,396.72	16.45%	\$ 338,396.72
Administrative Asst.	1.0	\$ 119,198.49	22.51%	\$ 119,198.49
QIA	1.0	\$ 290,088.82	17.92%	\$ 290,088.82
Sub-Total Positions	48.5	\$		\$ 14,948,337.79
Total FY 2027 Medical - Dental - Behavioral Health Contracted Positions				\$ 14,948,337.79
Notes: Total = # of FTE's x Loaded Yearly Compensation Rate				

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

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

2. Method of Payment

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

3. Contractors' Invoice Template

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

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State of NH, Department of Corrections
Medical-Dental-Behavioral Health Professional Services
PROPOSAL CHECK SHEET NHDOC 22-05-GFMED

Contractor Name
 Contractor Address

NHDOC 22-05-GFMED Medical-Dental Behavioral Health Professional Services
 Dates of Service: mm/dd/yy through mm/dd/yy

Invoice Date _____

Invoice Number _____

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

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

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



Wexford Health is pleased to present our price proposal to the New Hampshire Department of Corrections (NHDOC, “Department”) for medical, dental and mental health staffing.

We recognize the unique operational and financial challenges faced by government agencies—especially detention agencies. Our pricing is based on a combination of nearly 30 years of experience in providing statewide correctional health care services and a proven understanding of the staffing challenges that exist in today’s competitive marketplace. Wexford Health is uniquely positioned to partner with the Department to meet its clinical and budgetary goals.

Wexford Health has submitted Estimated Budget Worksheets, 1.1.1.5 through 1.1.1.9, with our proposal as required in the RFP. These sheets detail the Loaded Yearly Compensation Rates for the positions outlined in the RFP for FY 2023 through FY 2027. The following components are included in those rates.

- All positions as outlined in the RFP and listed on the Budget Worksheets
- Labor rates developed using a market analysis to allow us to hire and retain quality health care staff during this national health care provider shortage
- A substantial investment in sign-on and retention bonuses to allow us to hire and retain the most highly qualified candidates in a competitive market
- Our comprehensive benefits package which includes health and dental benefits and PTO
- Utilization of telehealth and telepsychiatry to maximize availability and coverage as well as minimize offsite visits
- Industry leading Utilization Management services
- Funding for agency professionals and overtime to ensure coverage across all facilities
- Indirect Costs, including
 - Corporate Services (Human Resources, Accounting, Operations Management)
 - Insurance Coverage
 - Management Fee

Wexford Health is excited for this opportunity and looks forward to building a strong working partnership with the NHDOC.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WEXFORD HEALTH SOURCES, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on April 06, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **898186**

Certificate Number: **0005757516**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State

Filed
 Date Filed : 04/06/2022 03:07:00 PM
 Effective Date : 04/06/2022 03:07:00 PM
 Filing # : 5751582 Pages : 2
 Business ID : 898186
 David M. Scanlan
 Secretary of State
 State of New Hampshire

Form 40
 RSA 293-A:15.03

APPLICATION FOR CERTIFICATE OF AUTHORITY
 OF A FOR PROFIT FOREIGN CORPORATION

PURSUANT TO THE PROVISIONS of the New Hampshire Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the corporation is:

WEXFORD HEALTH SOURCES, INC.

SECOND: The name which it elects to use in New Hampshire is:

WEXFORD HEALTH SOURCES, INC.

THIRD: The complete address (including zip code and post office box, if any) of its principal office is:

501 Holiday Drive, Suite 300, Foster Plaza Four	Pittsburgh	PA	15220
(no. & street)	(city/town)	(state)	(zip code)

Principal Business Information:

Principal Mailing Address:

501 Holiday Drive, Suite 300, Foster Plaza Four	Pittsburgh	PA	15220
(no. & street)	(city/town)	(state)	(zip code)

Business Phone: 412-937-8590

Business Email: info@wexfordhealth.com

Please check if you would prefer to receive the Annual Report Reminder Notice by email.

FOURTH: It is incorporated under the laws of Florida

FIFTH: The date of its incorporation is 02/14/1983 and the period of its duration is Perpetual

SIXTH: The name of its registered agent IN NEW HAMPSHIRE is:

CORPORATION SERVICE COMPANY (150560)

The complete address of its registered office IN NEW HAMPSHIRE (agent's business address) is:

10 Ferry Street Suite 313	Concord	NH	03301
(no. & street)	(city/town)	(state)	(zip code)

SEVENTH: Describe the principal purpose or purposes which it proposes to pursue in the transaction of business in New Hampshire (and if known, list the NAICS Code and Sub Code)

62-Health Care and Social Assistance - 999-All Other Miscellaneous Ambulatory Health Care Services

EIGHTH: The names and usual business addresses of its current officers and directors are: (If there are additional officers or directors, attach additional sheet OR if the laws of the state of incorporation do not require directors, indicate below.)

<u>Name</u>	<u>Title</u>	<u>Address</u>
<u>OFFICERS</u>		
Daniel L Conn	Chief Executive Officer	501 Holiday Drive, Suite 300, Foster Plaza Four, Pittsburgh, PA, 15220, USA
Elaine J Gedman	Chief Administration Officer	501 Holiday Drive, Suite 300, Foster Plaza Four, Pittsburgh, PA, 15220, USA
John M Froehlich	Chief Financial Officer	501 Holiday Drive, Suite 300,, Foster Plaza Four, Pittsburgh, PA, 15220, USA

<u>DIRECTORS</u>		
Daniel L Conn	Director	501 Holiday Drive, Suite 300, Foster Plaza Four, Pittsburgh, PA, 15220, USA
Elaine J Gedman	Director	501 Holiday Drive, Suite 300, Foster Plaza Four, Pittsburgh, PA, 15220, USA
John M Froehlich	Director	501 Holiday Drive, Suite 300, Foster Plaza Four, Pittsburgh, PA, 15220, USA

Corporate Name: WEXFORD HEALTH SOURCES, INC.
 Title: Chief Executive Officer
 Signature: Daniel L Conn
 Name of Signer: Daniel L Conn
 Date signed: 04/06/2022
 Effective Date: 04/06/2022 03:07:00 PM

Note: The sale or offer for sale of capital stock of the corporation will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B). The capital stock of the corporation: 1) has been registered or when offered will be registered under RSA 421-B; 2) is exempted or when offered will be exempted under RSA 421-B; 3) is or will be offered in a transaction exempted from registration under RSA 421-B; 4) is not a security under RSA 421-B; OR 5) is a federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(i)(3) of the United States Internal Revenue Code and the regulation promulgated thereunder.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Certificate of Authority # 1

(Corporation or LLC- Non-specific, open-ended)

Corporate Resolution

I, Daniel L. Conn *(Name)* hereby certify that I am the President and Chief Executive Officer of

Wexford Health Sources, Inc. *(Name of Corporation or LLC)*. I hereby certify the following is a true copy of a

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March *(Month)*

15, 20 22 at which a quorum of the Directors/shareholders were present and voting. *(Day) (Year)*

VOTED: That John M. Froehlich Senior VP & CFO *(Name and Title)* (may list more than one person) is duly

authorized to enter into contracts or agreements on behalf of Wexford Health Sources, Inc. *(Name of Corporation or LLC)*

with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of April 14, 2022, the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5/9/22

ATTEST: 
(Name and Title)

Daniel L. Conn
President & Chief Executive Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rodgers Insurance Group, Inc. Suite 505, Foster Plaza V 651 Holiday Drive Pittsburgh PA 15220	CONTACT NAME: Sandra Bellaire	FAX (A/C, No): (412) 922-5117	
	PHONE (A/C, No, Ext): (412) 922-1651	E-MAIL ADDRESS: sbellaire@roddgersgrp.com	
INSURED Wexford Health Sources, Inc 501 Holiday Drive, Ste 300 Foster Plaza IV Pittsburgh PA 15220	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: XL Catlin Insurance Company		077622
	INSURER B: Republic-Vanguard Insurance Company		40479
	INSURER C: AIU Insurance Company		19399
	INSURER D:		
	INSURER E:		

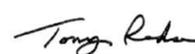
COVERAGES **CERTIFICATE NUMBER:** CL2223 1018 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y		B0507UH2200352	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			CNO629043100	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Deductible \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC048425983	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 2,000,000						
							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Professional Liability Claims Made			B0507UH2200352	03/01/2022	03/01/2023	Each Claim 1,000,000
							Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The above policies cover all Wexford employees for work performed on behalf of Wexford Health Sources, Inc. at any location. The State of NH, NH Department of Corrections is listed as an additional insured under the general / professional liability policy, as required by written contract in regards to work performed by the named insured - Comprehensive Inmate Healthcare Services.

CERTIFICATE HOLDER The NH Department of Corrections PO Box 1806 Concord NH 03302-1806	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

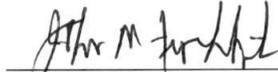
COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the Commissioner of Corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

John M. Froehlich
Senior VP & Chief Financial Officer

Name



Signature

4/14/2022

Date

Wendelyn R. Pekich

Witness Name



Signature

4/14/2022

Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

John M. Froehlich
Senior VP & Chief Financial Officer

Name



Signature

4/14/2022

Date

Wendelyn R. Pekich

Witness Name



Signature

4/14/2022

Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If persons under Departmental control of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

John M. Froehlich
Senior VP & Chief Financial Officer

Name



Signature

4/14/2022

Date

Wendelyn R. Pekich

Witness Name



Signature

4/14/2022

Date

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

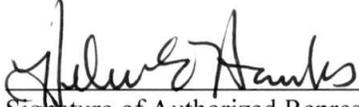
d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections
State of New Hampshire Agency Name



Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

5/6/2022
Date

Wexford Health Sources, Inc.
Contractor Name



Contractor Representative Signature

John M. Froehlich
Authorized Contractor Representative Name

Senior VP & Chief Financial Officer
Authorized Contractor Representative Title

4/14/2022
Date



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**Helen E. Hanks
Commissioner**

**Robin Maddaus
Director**

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

**PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the “zero tolerance” to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

John M. Froehlich

Name (print): Senior VP & Chief Financial Officer **Date:** 4/14/2022
(Name of Contract Signatory)

Signature:
(Signature of Contract Signatory)

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

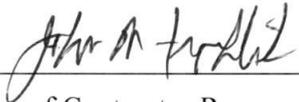
I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

John M. Froehlich/



4/14/2022

Printed Name/Signature of Contractor Representative

Date

**Senior VP & Chief Financial Officer,
Wexford Health Sources, Inc.**

Organization and Title of Contractor Representative



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

ADDENDUM # 1 to RFP NHDOC 22-05-GFEMD

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: NHDOC 22-05-GFMED Medical-Dental-Behavioral Health Professional Services

(1) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: SECTION A: Overview and Schedule, Page 4 of 79

Delete:

2. Schedule of Events (Timetable):

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

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

Add:

2. Schedule of Events (Timetable):

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

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

State of NH, Department of Corrections
Division of Medical & Forensic Services

RFP 22-05-GFMED, closing date: 4/15/2022

Vendor Initials: 

Event #	Description of Event	Date of Event
1	RFP Issued	February 25, 2022
2	Vendor Conference	March 9, 2022 at 9:00AM-12:00PM
3	Facility Tours	March 9, 2022 at 1:00PM-3:00PM
4	Vendor (Proposer) Written Inquiries Due	March 18, 2022 at 2:00PM
5	NHDOC Posts Answers to Inquiries	March 25, 2022
6	Proposals Due	April 15, 2022 at 2:00PM
7	Evaluation of Proposals	April/May 2022
8	Best & Final Offer	TBD, if applicable
9	Anticipated Contract Finalization	May 2022
10	Anticipated Approval by the Governor and Executive Council	June 2022
11	Expected Services Start Date	July 1, 2022

(2) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: SECTION A: Overview and Schedule, Page 4 of 79

Add:

Vendor Conference Location:

NH Department of Corrections, Head Quarters
 Fox Chapel
 2 ½ Floor – West Wing
 105 Pleasant Street
 Concord, NH 03301

Facility Tour Location:

Concord Campus
 281 North State Street
 Concord, NH 03301

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

State of NH, Department of Corrections
 Division of Medical & Forensic Services

RFP 22-05-GFMED, closing date: 4/15/2022

Vendor Initials:



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

ADDENDUM # 2 to RFP NHDOC 22-05-GFEMD

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: NHDOC 22-05-GFMED Medical-Dental-Behavioral Health Professional Services

(1) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: SECTION A: Overview and Schedule, Page 4 of 79

Delete:

2. Schedule of Events (Timetable):

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

Event #	Description of Event	Date of Event
1	RFP Issued	February 25, 2022
2	Vendor Conference	March 9, 2022 at 9:00AM-12:00PM
3	Facility Tours	March 9, 2022 at 1:00PM-3:00PM
4	Vendor (Proposer) Written Inquiries Due	March 18, 2022 at 2:00PM
5	NHDOC Posts Answers to Inquiries	March 25, 2022
6	Proposals Due	April 15, 2022 at 2:00PM
7	Evaluation of Proposals	April/May 2022
8	Best & Final Offer	TBD, if applicable
9	Anticipated Contract Finalization	May 2022
10	Anticipated Approval by the Governor and Executive Council	June 2022
11	Expected Services Start Date	July 1, 2022

Add:

3. Schedule of Events (Timetable):

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

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

State of NH, Department of Corrections
Division of Medical & Forensic Services

RFP 22-05-GFMED, closing date: 4/15/2022

Vendor Initials: JF

Event #	Description of Event	Date of Event
1	RFP Issued	February 25, 2022
2	Vendor Conference	March 9, 2022 at 9:00AM-12:00PM
3	Facility Tours – Concord Campus, Concord, NH	March 9, 2022 at 1:00PM-3:00PM
4	Facility Tour – Northern NH Correctional Facility (NCF), Berlin, NH	March 10, 2022 at 10:00AM
5	Vendor (Proposer) Written Inquiries Due	March 18, 2022 at 2:00PM
6	NHDOC Posts Answers to Inquiries	March 25, 2022
7	Proposals Due	April 15, 2022 at 2:00PM
8	Evaluation of Proposals	April/May 2022
9	Best & Final Offer	TBD, if applicable
10	Anticipated Contract Finalization	May 2022
11	Anticipated Approval by the Governor and Executive Council	June 2022
12	Expected Services Start Date	July 1, 2022

(2) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: SECTION A: Overview and Schedule, Page 4 of 79

Delete:

Vendor Conference Location:

NH Department of Corrections, Head Quarters
 Fox Chapel
 2 ½ Floor – West Wing
 105 Pleasant Street
 Concord, NH 03301

Facility Tour Location:

Concord Campus
 281 North State Street
 Concord, NH 03301

Add:

Vendor Conference Location:

NH Department of Corrections, Head Quarters
 Fox Chapel
 2 ½ Floor – West Wing
 105 Pleasant Street
 Concord, NH 03301

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

Facility Tour Location (March 9, 2022):

Concord Campus
281 North State Street
Concord, NH 03301

Facility Tour Location (March 10, 2022):

Northern NH Correctional Facility (NCF)
138 East Milan Road
Concord, NH 03301

(3) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: SECTION C: General Service Provisions, 5.7 Utilization Management, 5.7.4., Page 11 of 79

Delete:

5.7.4. The Department's Division of Medical & Forensic Services is requesting the Vendor provide a two (2) page proposal describing how they would provide this service and how they currently perform this function in other correctional service contracts. Please refer to Scope of Services, Exhibit B, paragraphs, **Error! Reference source not found.. Error! Reference source not found.** and **Error! Reference source not found.. Error! Reference source not found.**

Add:

5.7.4. The Department's Division of Medical & Forensic Services is requesting the Vendor provide a two (2) page proposal describing how they would provide this service and how they currently perform this function in other correctional service contracts. Please refer to Scope of Services, Exhibit B, paragraphs, 8. Key Medical, Dental, and Behavioral Health Performance Indicators and 9. Critical Medical, Dental, and Behavioral Health Performance Indicators.

(4) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 5. Medical and Dental Services, 5.4. Medical On-Call Services (Contractor shall be responsible for the following):, Page 42 of 79

Delete:

5.4. Medical On-Call Services (Contractor shall be responsible for the following):
Contractor shall provide on-call medical coverage for all facilities/locations identified in Scope of Services, Exhibit B., **Error! Reference source not found.. Error! Reference source not found.** of this document, Monday through Friday from 4PM to 8AM, twenty-four (24) hours a day and on weekends as well as all State and Federal holidays. On-call coverage is required three hundred sixty-five (365) days a year. The Contractor's on call providers shall assess emergent needs of residents/patients as reported by Department's Division of Medical & Forensic Services medical staff or correctional staff in the absence of on-site medical professionals. The Contractor shall provide an appropriate rotation of providers to meet the needs of on-call medical services to manage the facilities/locations listed in

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

State of NH, Department of Corrections
Division of Medical & Forensic Services

RFP 22-05-GFMED, closing date: 4/15/2022

Vendor Initials:

paragraph **Error! Reference source not found., Error! Reference source not found.** The on-call provider shall respond by telephone to institution-based calls within fifteen (15) minutes of the telephone call for service and shall provide direction to the caller. If requested to do so or the situation warrants direct assessment, the on-call provider shall report to the institution within one (1) hour after notification.

Add:

- 5.4. Medical On-Call Services (Contractor shall be responsible for the following):
Contractor shall provide on-call medical coverage for all facilities/locations identified in Scope of Services, Exhibit B, 3., Service Locations of this document, Monday through Friday from 4PM to 8AM, twenty-four (24) hours a day and on weekends as well as all State and Federal holidays. On-call coverage is required three hundred sixty-five (365) days a year. The Contractor's on call providers shall assess emergent needs of residents/patients as reported by Department's Division of Medical & Forensic Services medical staff or correctional staff in the absence of on-site medical professionals. The Contractor shall provide an appropriate rotation of providers to meet the needs of on-call medical services to manage the facilities/locations listed in paragraph 3., Service Locations. The on-call provider shall respond by telephone to institution-based calls within fifteen (15) minutes of the telephone call for service and shall provide direction to the caller. If requested to do so or the situation warrants direct assessment, the on-call provider shall report to the institution within one (1) hour after notification.

(5) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 5. Medical and Dental Services, 5.7. Dental Services Program (Contractor shall be responsible for the following):, 5.7.6., Page 43 of 79

Delete:

- 5.7.6. Contractor shall at all facilities operated by the Department and designated identified in paragraph **Error! Reference source not found., Error! Reference source not found.**, ensure the following services are provided:
- All residents/patients are eligible for emergency or urgent needs.
 - Restorations (fillings):
 - a. Amalgam (silver) restorations: primary or permanent (1, 2, 3 or more surfaces); and
 - b. Composite resin (white) restorations on anterior and posterior teeth (1, 2, 3 or more surfaces).

Add:

- 5.7.6. Contractor shall at all facilities operated by the Department and designated identified in paragraph 3., Service Locations, ensure the following services are provided:
- All residents/patients are eligible for emergency or urgent needs.
 - Restorations (fillings):
 - a. Amalgam (silver) restorations: primary or permanent (1, 2, 3 or more surfaces); and
 - b. Composite resin (white) restorations on anterior and posterior teeth (1, 2, 3 or more surfaces).

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(6) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 5. Medical and Dental Services, 5.8. Dental On-Call Services (Contractor shall be responsible for the following):, Page 46 of 79

Delete:

5.8. Dental On-Call Services (Contractor shall be responsible for the following):

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

Add:

5.8. Dental On-Call Services (Contractor shall be responsible for the following):

Contractor shall provide on-call dental coverage for all facilities/locations identified in Scope of Services, Exhibit B, 3., Service Locations of this document, Monday through Friday from 4PM to 8AM, as well as 24 hours a day on weekends to include all State and Federal holidays. On-call coverage is required 365 days a year. The Contractor's on call providers shall assess emergent needs of residents/patients as reported by Department's Division of Medical & Forensic Services health care staff or correctional staff in the absence of on-site dental professionals. The Contractor shall provide an appropriate rotation of providers to meet the needs of on-call dental services to manage the facilities/locations listed in paragraph 3., Service Locations. The on-call provider shall respond by telephone to institution-based calls within fifteen (15) minutes of the telephone call for service and shall provide direction to the caller.

(7) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 10. General Service Provisions, 10.8. Staffing Plans for Medical-Dental-Behavioral Health Professional Services:, 10.8.8., Page 57-58 of 79

Delete:

10.8.8. In accordance with its MFSS, the Contractor shall employ the number and types of personnel necessary to effectively provide the services required by the Department's Director of Medical & Forensic Services at the facilities/locations throughout the State identified in SECTION A: Overview and Schedule, 1. Executive Summary, **Error! Reference source not found.**, herein. If requirements or conditions change, the Department's Director of Medical & Forensic Services may direct minor variations to the MFSS. Otherwise, the Contractor shall provide whatever additional number and types of personnel as are necessary to provide the services, without additional reimbursement.

Add:

10.8.8. In accordance with its MFSS, the Contractor shall employ the number and types of personnel necessary to effectively provide the services required by the Department's Director of Medical & Forensic Services at

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

the facilities/locations throughout the State identified in SECTION A: Overview and Schedule, 1. Executive Summary, Service Locations, herein. If requirements or conditions change, the Department's Director of Medical & Forensic Services may direct minor variations to the MFSS. Otherwise, the Contractor shall provide whatever additional number and types of personnel as are necessary to provide the services, without additional reimbursement.

(8) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 10. General Service Provisions, 10.9. Utilization Management:, 10.9.4., Page 59 of 79

Delete:

10.9.4. The Department's Director of Medical & Forensic Services is requesting the Contractor provide a two (2) page proposal describing how they would provide this service and how they currently perform this function in other correctional service contracts. Please refer to Scope of Services, Exhibit B, paragraphs, **Error! Reference source not found.. Error! Reference source not found.** and **Error! Reference source not found.. Error! Reference source not found..**

Add:

10.9.4. The Department's Director of Medical & Forensic Services is requesting the Contractor provide a two (2) page proposal describing how they would provide this service and how they currently perform this function in other correctional service contracts. Please refer to Scope of Services, Exhibit B, paragraphs, 8. Key Medical, Dental, and Behavioral Health Performance Indicators and 9. Critical Medical, Dental, and Behavioral Health Performance Indicators.

(9) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 20. Reporting Requirements, 20.3., Page 63 of 79

Delete:

20.3. Any reporting requirements identified in Scope of Services, Exhibit B, paragraph **Error! Reference source not found..**, General Service Provisions.

Add:

20.3. Any reporting requirements identified in Scope of Services, Exhibit B, paragraph 10. General Service Provisions.

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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

ADDENDUM # 3 to RFP NHDOC 22-05-GFEMD

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: NHDOC 22-05-GFMED Medical-Dental-Behavioral Health Professional Services

(1) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: SECTION A: Overview and Schedule, Page 4 of 79

Delete:

2. Schedule of Events (Timetable):

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

Event #	Description of Event	Date of Event
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3	Facility Tours – Concord Campus, Concord, NH	March 9, 2022 at 1:00PM-3:00PM
4	Facility Tour – Northern NH Correctional Facility (NCF), Berlin, NH	March 10, 2022 at 10:00AM
5	Vendor (Proposer) Written Inquiries Due	March 18, 2022 at 2:00PM
6	NHDOC Posts Answers to Inquiries	March 25, 2022
7	Proposals Due	April 15, 2022 at 2:00PM
8	Evaluation of Proposals	April/May 2022
9	Best & Final Offer	TBD, if applicable
10	Anticipated Contract Finalization	May 2022
11	Anticipated Approval by the Governor and Executive Council	June 2022
12	Expected Services Start Date	July 1, 2022

Add:

3. Schedule of Events (Timetable):

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

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

Event #	Description of Event	Date of Event
1	RFP Issued	February 25, 2022
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3	Facility Tours – Concord Campus, Concord, NH	March 9, 2022 at 1:00PM-3:00PM
4	Facility Tour – Northern NH Correctional Facility (NCF), Berlin, NH	March 10, 2022 at 10:00AM
5	Vendor (Proposer) Written Inquiries Due	March 18, 2022 at 2:00PM
6	NHDOC Posts Answers to Inquiries	March 28, 2022
7	Proposals Due	April 18, 2022 at 2:00PM
8	Evaluation of Proposals	April/May 2022
9	Best & Final Offer	TBD, if applicable
10	Anticipated Contract Finalization	May 2022
11	Anticipated Approval by the Governor and Executive Council	June 2022
12	Expected Services Start Date	July 1, 2022

The remainder of this page is intentionally blank.

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

State of NH, Department of Corrections
Division of Medical & Forensic Services

RFP 22-05-GFMED, closing date: 4/18/2022

Vendor Initials: JF



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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

ADDENDUM # 4 to RFP NHD0C 22-05-GFEMD

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: NHD0C 22-05-GFMED Medical-Dental-Behavioral Health Professional Services

(1) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: SECTION B: Description of Agency/Division/Program, Page 6 of 79.

Delete:

3. Requested Contracted Services

Specific professionals are being sought to fulfill the range of services needed to ensure a responsive, clinically appropriate, and comprehensive healthcare services. These contracted services will work in collaboration with our state healthcare staff and other correctional team members to ensure an adequate and safe healthcare delivery system to meet the needs of our resident population. All contracted employees shall be qualified and licensed to perform the necessary duties related to their scope of service. All healthcare staff are located on site with some travel/movement among facilities required to meet staffing needs in the event of vacancies, changes in staffing due to illness or vacation, staffing efficiencies and possible emergencies. All contracted healthcare staff will be expected to participate in quality assurance activities as appropriate to their role. All healthcare staff will be expected to engage in initial resident assessment activities as appropriate to their role. At all times, services shall be provided in accordance with federal laws, state laws and administrative rules, NHD0C policy, and industry standards. Professionals to provide the following services are sought via this request for proposal.

- 2.1. Medical Staff – for the provision of routine, acute, chronic, and primary care evaluation, and treatment. Basic emergency response, development of treatment plans, and coordination of care with community healthcare partners and NH Department of Corrections staff is also expected. This includes assessment at the time of reception into our facilities. Those in this group must be able to perform the majority of their tasks independently including an understanding of various treatment modalities (including providing medication assisted treatment and/or medication for substance use disorders) for a wide range of medical issues. The setting is both an outpatient setting and infirmary level of care. On-call services are part of the expectation to ensure continuity of care twenty-four (24) hours a day. A medical case manager, who shall assist in managing medically complex cases, those hospitalized, medical parole cases and resolving resident medical concerns, is also sought. Medical assistants to ensure coordination of care and support to provider staff is also part of this RFP. A Chief Medical Officer (CMO) is sought.
- 2.2. Behavioral Health Staff – for the provision of behavioral health services that include but not limited to psychosocial and pharmaceutical modalities, as well as providing routine, individual and group therapies, acute, chronic, and emergent in nature. Oversight of behavioral health treatment plans, coordination of care with both contracted and state employees, and ability to provide appropriate

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

- 2.3. services in a NH Department of Corrections inpatient facility, residential treatment settings, as well as general outpatient services to those who have a wide range of psychiatric disorders as diagnosed in the most current diagnostic and statistical manual of mental health disorders that are both acute and long-term is necessary. Psychiatric providers are expected to provide sick call services and on call services to ensure continuity of care 24 hours a day. Additionally, providing medication assisted treatment and/or medication for substance use disorders is expected. A psychologist position is being sought to provide assessment, evaluations, testing, management of special populations, and crisis intervention. A specialist to manage the Not Guilty by Reason of Insanity (NGRI) population, who may be incarcerated but may be at other levels of care, including living independently in the community, throughout New Hampshire and its community mental health system. Specialty services in the form of forensic psychologists who can respond to orders from the New Hampshire court system to complete court ordered competency evaluations is also being requested. Licensed Alcohol and Drug Counselors (LADC) are part of the search for services to provide assessment and treatment for those with substance use disorders. Mental health clinicians are needed for management of a broad range of behavioral health needs. A Chief Psychiatric Officer (CPO) is sought.
- 2.4. Dental Staff – to provide dental evaluation and treatment (including partial and dentures, oral surgery, and dental hygiene services). Care provided can be routine, acute, or emergent. Dental sick call is expected, and a Chief Dental Office (CDO) is sought. On-call services are an expected part of the proposal.
- 2.5. Administrative Staff – to include a Program Manager (PM) who shall serve as the Chief Administrator for the Vendor, who is accountable to the Director of Medical & Forensic Services.
- 2.6. Quality Improvement Analyst – who shall provide a wide range of duties to include behavioral health training to staff, conducting incident reviews, and organizing follow up strategies, assisting in developing and executing a cohesive patient education program, and gathering and analyzing data to identify trends, establish a quarterly reporting mechanism to the Medical & Forensic Services leadership, and to provide data to various stakeholders as determined by the NH Department of Corrections to include utilization management strategies.
- 2.7. Administrative Assistant – one assistant to provide support to the Program Manager in fulfilling obligations incurred under this service request.
- 2.8. Forensic Records Professional – to provide oversight of medical record keeping.

Add:

3. Requested Contracted Services

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

- 3.1. Medical Staff – for the provision of routine, acute, chronic, and primary care evaluation, and treatment. Basic emergency response, development of treatment plans, and coordination of care with community healthcare partners and NH Department of Corrections staff is also expected. This includes assessment at the time of reception into our facilities. Those in this group must be able to perform the majority of

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

their tasks independently including an understanding of various treatment modalities (including providing medication assisted treatment and/or medication for substance use disorders) for a wide range of medical issues. The setting is both an outpatient setting and infirmary level of care. On-call services are part of the expectation to ensure continuity of care twenty-four (24) hours a day. A medical case manager, who shall assist in managing medically complex cases, those hospitalized, medical parole cases and resolving resident medical concerns, is also sought. Medical assistants to ensure coordination of care and support to provider staff is also part of this RFP. A Chief Medical Officer (CMO) is sought.

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

(2) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: SECTION B: Description of Agency/Division/Program, Page 6 of 79.

3. Requested Contracted Services

Delete:

- 3.2. Behavioral Health Staff – for the provision of behavioral health services that include but not limited to psychosocial and pharmaceutical modalities, as well as providing routine, individual and group therapies, acute, chronic, and emergent in nature. Oversight of behavioral health treatment plans, coordination of care with both contracted and state employees, and ability to provide appropriate services in a NH Department of Corrections inpatient facility, residential treatment settings, as well as general outpatient services to those who have a wide range of psychiatric disorders as diagnosed in the most current diagnostic and statistical manual of mental health disorders that are both acute and long-term is necessary. Psychiatric providers are expected to provide sick call services and on call services to ensure continuity of care 24 hours a day. Additionally, providing medication assisted treatment and/or medication for substance use disorders is expected. A psychologist position is being sought to provide assessment, evaluations, testing, management of special populations, and crisis intervention. A specialist to manage the Not Guilty by Reason of Insanity (NGRI) population, who may be incarcerated but may be at other levels of care, including living independently in the community, throughout New Hampshire and its community mental health system. Specialty services in the form of forensic psychologists who can respond to orders from the New Hampshire court system to complete court ordered competency evaluations is also being requested. Licensed Alcohol and Drug Counselors (LADC) are part of the search for services to provide assessment and treatment for those with substance use disorders. Mental health clinicians are needed for management of a broad range of behavioral health needs. A Chief Psychiatric Officer (CPO) is sought.

Add:

- 3.2. Behavioral Health Staff – for the provision of behavioral health services that include but not limited to psychosocial and pharmaceutical modalities, as well as providing routine, individual and group therapies, acute, chronic, and emergent in nature. Oversight of behavioral health treatment plans, coordination of care with both contracted and state employees, and ability to provide appropriate services in a NH Department of Corrections inpatient facility, residential treatment settings, as well as general outpatient services to those who have a wide range of psychiatric disorders as diagnosed in the most current diagnostic and statistical manual of mental health disorders that are both acute and long-term is necessary. Psychiatric providers are expected to provide sick call services and on call services to ensure continuity of care 24 hours a day. Additionally, providing medication assisted treatment and/or medication for substance use disorders is expected. A psychologist position is being sought to provide assessment, evaluations, testing, management of special populations, and crisis intervention. **A coordinator to monitor, report and track those people civilly committed under the NH Not Guilty by Reason of Insanity statute, who may be residing at varying levels of care across the NH Mental Health Delivery System, including living independently in the community.** Specialty services in the form of forensic psychologists who can respond to orders from the New Hampshire court system to complete court ordered competency evaluations is also being requested. Licensed Alcohol and Drug Counselors (LADC) are part of the search for services to provide assessment and treatment for those with substance use disorders. Mental health clinicians are needed for management of a broad range of behavioral health needs. A Chief Psychiatric Officer (CPO) is sought.

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(3) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 5. Medical and Dental Services, 5.3. Medical Services Program (Contractor shall be responsible for the following): Page 40 of 77.

Delete:

5.3.13. Contractor shall participate in the Department's Division of Medical & Forensic Services Infection Control (IC) Program and shall be responsible for on-site clinical management of infectious disease residents/patients with HIV/AIDS, hepatitis virus, SARS-CoV-2, tuberculosis, medicated assisted treatment for substance abuse use disorder, endocrinology specifically associated with transgender and any other infectious diseased resident/patient in need of medical management.

Add:

5.3.13. Contractor shall participate in the Department's Division of Medical & Forensic Services Infection Control (IC) Program and shall be responsible for on-site clinical management of infectious disease residents/patients with HIV/AIDS, hepatitis virus, SARS-CoV-2, tuberculosis, and any other infectious diseased resident/patient in need of medical management. In addition, the Contractor shall support on-site clinical management of medication assisted treatment for substance use disorder and medication for the treatment of opioid use disorder, and endocrinology specifically associated with transgender.

(4) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 5. Medical and Dental Services, 5.4. Medical On-Call Services (Contractor shall be responsible for the following):, P. 42 of 77.

Add:

- 5.4.1. The on-call schedule shall be part of the MFSS requirements as specified in Scope of Services, Exhibit B, 10. General Provisions, 10.8. Staffing Plans for Medical-Dental-Behavioral Health Professional Services.
- 5.4.2. Medical On-Call Schedule:¹
 - Monday-Friday: sixteen (16) hours/day for two hundred fifty-one (251) weekdays (non-holiday)
 - Weekends/Holidays: twenty-four (24) 24 hours/day for one hundred four (104) weekend days and ten (10) holidays.
 - Call Backs: Historically one (1) call back/month.

(5) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 5. Medical and Dental Services, 5.8. Dental On-Call Services (Contractor shall be responsible for the following):, P. 46 of 77.

Delete:

5.8. Dental On-Call Services (Contractor shall be responsible for the following): Contractor shall provide on-call dental coverage for all facilities/locations identified in Scope of Services, Exhibit B, 3., Service Locations of this document, Monday through Friday from 4PM to 8AM, as well as 24 hours a day on weekends to include all State and Federal holidays. On-call coverage is required 365

¹ Recognizing years with leap year.

days a year. The Contractor's on call providers shall assess emergent needs of residents/patients as reported by Department's Division of Medical & Forensic Services health care staff or correctional staff in the absence of on-site dental professionals. The Contractor shall provide an appropriate rotation of providers to meet the needs of on-call dental services to manage the facilities/locations listed in paragraph 3., Service Locations. The on-call provider shall respond by telephone to institution-based calls within fifteen (15) minutes of the telephone call for service and shall provide direction to the caller.

(6) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 6. Required Behavioral Health Services, 6.3.6 Behavioral Health On-Call Services, Page 49 of 77.

Add:

- 6.3.6.1. The on-call schedule shall be part of the MFSS requirements as specified in Scope of Services, Exhibit B, 10. General Provisions, 10.8. Staffing Plans for Medical-Dental-Behavioral Health Professional Services.
- 6.3.6.2. Medical On-Call Schedule:²
 - Monday-Friday: sixteen (16) hours/day for two hundred fifty-one (251) weekdays (non-holiday)
 - Weekends/Holidays: twenty-four (24) 24 hours/day for one hundred four (104) weekend days and ten (10) holidays.
 - Call Backs: Historically one (1) call back/month.

(7) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 8. Key Medical, Dental, and Behavioral Health Performance Indicators, Medical, Dental and Behavioral Health, Documentation and Peer Reviews, Operational Action, Page 51 of 77.

Delete:

Area	Performance Measure	Operational Action
Medical, Dental, and Behavioral Health	<p>Documentation and Peer Reviews Documentation will be through, timely (by end of shift) and in a format that covers the following areas: Subjective, Objective Assessment and Plan.</p> <p>Ongoing peer reviews conducted to ensure clinical practice is within best practice measures and align with in the departmental standards. Areas include diagnosis, prescribing, and documentation.</p> <p>Completion of behavioral health treatment plans in the electronic record for those prescribed medications and rendered a</p>	<p>Results of peer reviews to be reported quarterly.</p> <p>Clinical leadership monthly monitoring and reporting.</p>

² Recognizing years with leap year.

Add:

Area	Performance Measure	Operational Action
Medical, Dental, and Behavioral Health	<p>Documentation and Peer Reviews Documentation will be through, timely (by end of shift) and in a format that covers the following areas: Subjective, Objective Assessment and Plan.</p> <p>Ongoing peer reviews conducted to ensure clinical practice is within best practice measures and align with in the departmental standards. Areas include diagnosis, prescribing, and documentation.</p> <p>Completion of behavioral health treatment plans in the electronic record for those prescribed medications and rendered a</p>	<p>Results of peer or supervisory reviews to be reported quarterly.</p> <p>Clinical leadership monthly monitoring and reporting.</p>

(6) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Scope of Services, Exhibit B, 9. 9. Critical Medical, Dental, and Behavioral Health Performance Indicators, Pharmacy Costs, Operational Action, Page 53 of 77.

Delete:

Area	Performance Measure	Operational Action
Medical, Dental, and Behavioral Health	<p>Pharmacy Cost Containment of pharmaceutical costs</p>	<p>NHDOC will generate pharmaceutical cost reports. Based on those reports, any increase of ten percent (10%) over the same quarter in the previous year, will incur a penalty of (seventy-five) 75% of those costs by the Contactor. Prescribed medications available to residents via canteen will be paid for one hundred (100%) by the Contractor if prescribed by providers. Exceptions are if canteen over-the-counter medications are not available to the patient due to housing unit or it is post an acute procedure not to exceed one (1) week. This will be reviewed monthly.</p>

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Add:

Area	Performance Measure	Operational Action
Medical, Dental, and Behavioral Health	Pharmacy Cost Containment of pharmaceutical costs	The Department is working to ensure close alignment to the CMS Formulary by providers working within our system. This ensures seamless community transitions for patients in light of our State adoption of Medicaid expansion. NH Department of Corrections will generate pharmaceutical utilization reports. Based on those reports, any deviations from the Department's formulary of 10% over the same quarter in the previous year, will incur a penalty of 50% of those costs by the Contractor, if these costs cannot be explained through documented medical necessity, other pharmacy cost industry or clinical practice adjustment standards (i.e., new treatment pharmaceutical with better efficacy for outcomes, cost procurement adjustment, increased patient population). Prescribed medications available to residents via canteen will be paid for 100% by the contractor if prescribed by providers. Exceptions are if canteen over-the-counter medications are not available to the patient due to housing unit, verified stock outages of canteen inventory, or it is post an acute procedure not to exceed one week or a chronic condition with documented medical necessity. This will be reviewed monthly and during the regularly scheduled Pharmaceutical and Therapeutics Committee meeting.

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