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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: 603-271-5639
TDD Access: 1-800-735-2964**

**William L. Wrenn
Commissioner
Bob Mullen
Director**

May 22, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract amendment, Amendment Agreement #1, with MHM Solutions, Inc. (VC# 171819), 1593 Spring Hill Road, Suite 600, Vienna, VA 22182, to increase the contract amount by \$288,438.00 from \$5,779,465.00 to \$6,067,903.00 for the provision of Medical-Dental Services for the NH Department of Corrections, effective from July 1, 2014, or upon Governor and Executive Council approval, whichever is later, through June 30, 2016. The original contract, Agreement, was approved by Governor and Executive Council on June 20, 2012, Item # 139. 100% General Funds

Funds are available in account, *Medical-Dental*: 02-46-46-465010-8234-101-500729 as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funds for SFY 2016 are contingent upon the availability and continued appropriation of funds.

| Original Contract, Agreement: MHM Solutions, Inc. | | | | | |
|---|-------------------------|--------------|--------------|--------------|-----------------|
| Account | Description | SFY 13-14 | SFY 15 | SFY 16 | Total |
| 02-46-46-46510-8234-101-500729 | Medical-Dental Services | 2,806,766.00 | 1,463,421.00 | 1,509,278.00 | 5,779,465.00 |
| Amendment Agreement # 1 | | | | | |
| Account | Description | SFY 13-14 | SFY 15 | SFY 16 | Total |
| 02-46-46-46510-8234-101-500729 | Medical-Dental Services | - | 142,610.00 | 145,828.00 | 288,438.00 |
| Total Contract Amount | | 2,806,766.00 | 1,606,031.00 | 1,655,106.00 | \$ 6,067,903.00 |

EXPLANATION

The original contract, Agreement, between the New Hampshire Department of Correction (NHDOC) and MHM Solutions, Inc. (MHH) was approved by the Governor and Executive Council on June 20, 2012, Item # 139. The original contract is for the provision of inpatient and outpatient physician and dental services for the New Hampshire Department of Corrections (NHDOC) inmate and non-adjudicated population using credentialed medical and dental care providers consisting of physicians, dentists, dental assistants and dental hygienists. MHM physicians provide primary care services and MHM dentists provide all aspects of general dentistry and oral surgery services. Dental assistants provide services to compliment the MHM dentists and MHM dental hygienists provide preventative dental and oral hygiene care for inmates/patients at designated New Hampshire Department of Corrections facilities. These health and dental care providers work jointly with other providers, practitioners and Department nursing staff to facilitate proper health and dental services for the inmates/patients

practitioners and Department nursing staff to facilitate proper health and dental services for the inmates/patients of the New Hampshire Department of Corrections, participate in appropriate operational initiatives on behalf of the New Hampshire Department of Corrections Medical Forensic Division, assist in the review of potential risk management issues and consult with community providers to ensure medically appropriate and necessary care for the inmates/patients of the New Hampshire Department of Corrections.

This contract, Amendment Agreement #1, will add a new position, Advanced Practice Registered Nurse (APRN), to provide primary care services in conjunction with staff physicians. This position will work jointly with other providers and the Department's nursing staff to perform intake histories and physicals; provide care through Chronic Care Clinics and provide primary care functions as a mid-level medical service provider to facilitate proper health services for the inmate/patient population of the New Hampshire Department of Corrections. This position is necessary as a result of our increasing population and increasing medical services demands. Prison officials are obligated under the Eighth Amendment to provide prisoners with adequate medical care; this request will provide the Department the resources to meet this obligation.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wrenn", written over a horizontal line.

William L. Wrenn
Commissioner



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TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), and MHM SOLUTIONS, INC. ("Contractor"), a Delaware Corporation.

The State and Contractor entered into an agreement with an effective date of June 20, 2012, Health Services Professional Services Agreement 2012-139 ("Agreement").

The State and Contractor wish to amend the Agreement's price limitation and service provisions.

Pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

The parties therefore agree as follows:

1. To amend the Price Limitation in section 1.8 of the original P-37 contract, Agreement, by deleting "\$5,779,465.00" and inserting in its place "\$6,067,903.00" a total increase of \$288,438.00;
2. To amend the Scope of Services, Exhibit A, section, 11, Proposed Medical Staffing Services, page 28-30 of 72, of the original P-37, Agreement, by inserting paragraph 11.3, "Advanced Practice Register Nurse (APRN): provides primary care services in conjunction with staff physicians for inmates/patients at designated facilities/locations. Works jointly with other providers and Department's Division of Medical/Forensic Services nursing staff to facilitate proper health services for inmates/patients of the Department, performs intake history and physicals, provides care through Chronic Care Clinics, and other primary care functions as a mid-level medical service provider.";
3. To amend the Scope of Services, Exhibit A, section 12, page 30 of 72, by deleting "Requested Chief Medical and Staff Physician(s) Staffing Pattern: One (1) FTE = 40 hours" and corresponding chart of the original P-37, Agreement:

| Facilities/Locations | Position | # Full Time Equivalent (FTE) |
|----------------------|-----------------------|------------------------------|
| All | Chief Medical Officer | 1.0 |
| All | Staff Physician(s) | 1.3 |

and inserting in its place: "Requested Chief Medical, Staff Physician(s) and Advanced Practice Registered Nurse (APRN) Staffing Pattern: One (1) FTE = 40 hours" and corresponding chart:

| Facilities/Locations | Position | # Full Time Equivalent (FTE) |
|---|---------------------------------------|------------------------------|
| All | Chief Medical Officer | 1.0 |
| All | Staff Physician(s) | 1.3 |
| See Footnote to 2.4.2., Position(s) & Quantity | Advanced Practice Registered Nurse | 1.0 |

4. To amend the Scope of Services, Exhibit A, section 14, Physician On-Call Services, page 30 of 72, by deleting subparagraph 14.1.1. "Monday-Friday: 16 hours/day for 241 weekdays (non-holiday)" of the original P-37, Agreement, and inserting in its place: "Monday-Friday: 16 hours/day for 251 weekdays (non-holiday)";
5. To amend the Estimated Budget/Method of Payment, Exhibit B, section 2, Medical Treatment Service Sections Budget Totals (Budget Sheets), page 52 of 72, by deleting subparagraph 2.2.3., "Estimated Total Cost Year 3: \$645,886," subparagraph 2.2.4., "Estimated Total Cost Year 4: \$666,325," subparagraph 2.2.5. "Contract Period Estimated Total Cost: \$2,548,834" of the original P-37, Agreement, and inserting in its place subparagraph 2.2.3. "Estimated Total Cost Year 3: \$788,496," subparagraph 2.2.4., "Estimated Total Cost Year 4: \$812,153," and subparagraph 2.2.5. "Contract Period Estimated Total Cost: \$2,837,272";
6. To amend the Estimated Budget/Method of Payment, Exhibit B, paragraph 2.4., Estimated Staff Budget, page 53 of 72, by deleting subparagraph 2.4.2. "Position(s) & Quantity:" and corresponding chart of the original P-37, Agreement:

| TITLE | # FTE |
|-----------------------|-------|
| Chief Medical Officer | 1.0 |
| Staff Physician(s) | 1.3 |
| Total | 2.3 |

and inserting in its place: "Position(s) & Quantity:" and corresponding chart, below:

| TITLE | # FTE |
|--|-------|
| Chief Medical Officer | 1.0 |
| Staff Physician(s) | 1.3 |
| Advanced Practice Registered Nurse (APRN) | 1.0 |
| Total | 3.3 |

7. To amend the Estimated Budget/Method of Payment, Exhibit B, paragraph 2.4., Estimated Staff Budget, page 53 of 72 (MHM Page 127), by deleting subparagraph 2.4.2. "Position(s) & Quantity:" and corresponding chart of the original P-37, Agreement and inserting in its place 2.4.2. "Position(s) & Quantity:" and corresponding chart, below:

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SIGNATURE PAGE FOLLOWS.

| <u>Job Title</u> | <u>Location</u> | <u>Shift</u> | <u>Sunday</u> | <u>Monday</u> | <u>Tuesday</u> | <u>Wednesday</u> | <u>Thursday</u> | <u>Friday</u> | <u>Saturday</u> | <u>Total Shifts</u> | <u>Hours per Week</u> | <u>FTE</u> |
|------------------------------------|-----------------|--------------|---------------|---------------|----------------|------------------|-----------------|---------------|-----------------|---------------------|-----------------------|-------------|
| Chief Medical Officer | ALL | Day | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | 5.00 | 40.00 | 1.0 |
| Staff Physician | ALL | Day | | 1.30 | 1.30 | 1.30 | 1.30 | 1.30 | | 6.50 | 52.00 | 1.3 |
| Advanced Practice Registered Nurse | | | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | 5.00 | 40.00 | 1.0 |
| Total | | | | 3.30 | 3.30 | 3.30 | 3.30 | 3.30 | | 16.50 | 132.00 | 3.30 |

Footnote: APRN schedule may vary based on mutual agreement and demonstrated operational need between the NH Department of Corrections and the Contractor.

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SIGNATURE PAGE FOLLOWS.

8. To amend the Estimated Budget/Method of Payment, Exhibit B, paragraph 2.5., Proposal for Treatment Section: Medical Services, page 54 of 72, by deleting subparagraph table 2.5.3. of the original P-37, Agreement and inserting in its place:

2.5.3. Position(s): Advanced Practice Registered Nurse FTE 1.00

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total |
|--------------------------------------|--------|--------|-----------|-----------|-----------|-----------|------------|
| Estimated Expenses Per Position | \$ - | \$ - | \$142,610 | \$145,828 | \$149,149 | \$153,760 | \$ 591,347 |
| Compensation: | | | | | | | |
| Salaries 2% | \$ - | \$ - | \$109,242 | \$111,427 | \$113,655 | \$117,065 | \$ 451,389 |
| Benefits 14% | \$ - | \$ - | \$ 15,578 | \$ 16,226 | \$ 16,921 | \$ 17,514 | \$ 66,239 |
| Total Compensation | \$ - | \$ - | \$124,820 | \$127,653 | \$130,576 | \$134,579 | \$ 517,628 |
| Other Direct Expenses: | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ - | \$ - | \$ 570 | \$ 580 | \$ 594 | \$ 613 | \$ 2,357 |
| Program Support | \$ - | \$ - | \$ 5,386 | \$ 5,494 | \$ 5,604 | \$ 5,800 | \$ 22,284 |
| Recruitment | \$ - | \$ - | \$ 140 | \$ 143 | \$ 145 | \$ 151 | \$ 579 |
| Indirect Costs 8.9% | \$ - | \$ - | \$ 11,694 | \$ 11,958 | \$ 12,230 | \$ 12,617 | \$ 48,499 |
| Total Expenses | \$ - | \$ - | \$142,610 | \$145,828 | \$149,149 | \$153,760 | \$ 591,347 |

9. To amend the Estimated Budget/Method of Payment, Exhibit B, paragraph 2.5., Proposal for Treatment Section: Medical Services, page 54 of 72, by inserting subparagraph table 2.5.4., Medical Services Budget Totals:

2.5.4. Medical Services Budget Totals:

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total |
|--------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
| Estimated Expenses Per Position | \$265,425 | \$272,237 | \$238,938 | \$246,107 | \$253,528 | \$262,216 | \$1,538,451 |
| Compensation: | | | | | | | |
| Salaries 3% | \$476,120 | \$490,404 | \$614,358 | \$631,697 | \$649,533 | \$671,698 | \$3,533,810 |
| Benefits 14% | \$ 68,980 | \$ 71,770 | \$ 90,387 | \$ 94,261 | \$ 98,384 | \$101,829 | \$ 525,611 |
| Total Compensation | \$545,100 | \$562,174 | \$704,745 | \$725,958 | \$747,917 | \$773,527 | \$4,059,421 |
| Other Direct Expenses: | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ 401 | \$ 413 | \$ 995 | \$ 1,017 | \$ 1,045 | \$ 1,080 | \$ 4,951 |
| Program Support | \$ 4,905 | \$ 1,949 | \$ 7,374 | \$ 7,522 | \$ 7,672 | \$ 7,976 | \$ 37,362 |
| Recruitment | \$ 380 | \$ 387 | \$ 535 | \$ 546 | \$ 556 | \$ 576 | \$ 2,980 |
| Indirect Costs 10% | \$ 59,691 | \$ 61,223 | \$ 74,847 | \$ 77,110 | \$ 79,451 | \$ 82,191 | \$ 479,806 |
| Total Expenses | \$610,477 | \$626,146 | \$788,496 | \$812,153 | \$836,641 | \$865,314 | \$4,539,277 |

10. To amend the Scope of Services, Exhibit A, section 36, Special Notes, of the original P-37, Agreement, by inserting paragraph 36.8. "Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all

11. 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”;
12. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
13. That all other provisions of the Agreement and Amendment Agreement #1 shall remain in full force and effect.

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SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: Health Services Professional Services Agreement 2012-139.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: William L. Wrenn
Name: William L. Wrenn
Title: Commissioner
Date: 5/22/14

MHM SOLUTIONS, INC.

By: Steve H. Wheeler
Name: Steve H. Wheeler
Title: President & Chief Operating Officer
Date: 5/13/14

STATE OF Virginia
COUNTY OF Vienna

On this 13 day of May, 2014, before me, Steve Wheeler, the undersigned officer, personally appeared Personally, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

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

[Signature]
Notary Public/Justice of the Peace

My Commission Expires: January 31, 2017

M. K. Brum
Approval by N.H. Attorney General
(Form, Substance and Execution)

5/25/14
Date

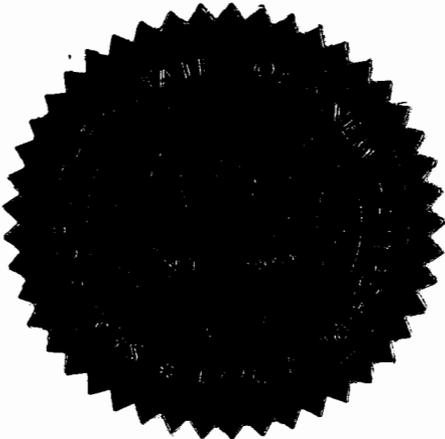
Approved by the N.H. Governor and Executive Council

Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MHM Solutions, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 13, 2008. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire 2014 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2014

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 02/24/2014
Business ID: 593087
William M. Gardner
Secretary of State

MHM SOLUTIONS, INC.
1593 SPRINGHILL ROAD, SUITE 610
VIENNA, VA 22182

ADDRESS OF PRINCIPAL OFFICE:
1593 SPRINGHILL ROAD, SUITE 610
VIENNA, VA 22182

REGISTERED AGENT AND OFFICE:
C T CORPORATION SYSTEM
9 CAPITOL STREET
CONCORD, NH 03301

ENTITY TYPE: CORPORATION
BUSINESS ID: 593087
STATE OF DOMICILE: DELAWARE
Mental health management for correctional institutes.

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.
 The new mailing address 1593 Springhill Road, Suite 610, Vienna, VA 22182
 The new principal office address 1593 Springhill Road, Suite 610, Vienna, VA 22182
PO Box is acceptable.

OFFICERS A
NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE OFFICER BELOW)
PRES. Steven H. Wheeler
STREET 1593 Springhill Road, Suite 610
CITY/STATE/ZIP Vienna VA 22182
SEC'Y. Deana Johnson
STREET 1593 Springhill Road, Suite 610
CITY/STATE/ZIP Vienna VA 22182
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP

BOARD OF DIRECTORS B
NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE DIRECTOR BELOW)
DIR. Steven H. Wheeler
STREET 1593 Springhill Road, Suite 610
CITY/STATE/ZIP Vienna VA 22182
DIR. Michael S. Pinkert
STREET 1593 Springhill Road, Suite 610
CITY/STATE/ZIP Vienna VA 22182
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.
Sign here: Michelle Donato
Please print name and title of signer: Michelle Donato / AUTHORIZED PARTY
NAME TITLE

FEE DUE: \$100.00
E-MAIL ADDRESS (OPTIONAL):



059308720141000

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301

CERTIFICATE OF AUTHORITY/VOTE

(Corporation with Seal)

I, Deana Johnson, do hereby certify
(Name of Clerk of the Corporation, can not be the one who signed the contract)

that: I am a duly elected Clerk of MHM Solutions, Inc.
(The Corporation)

1. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 07, 2008.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of Health Services Professional Services.

RESOLVED: That the President & Chief Operating Officer
(Title of the one who signed the contract)

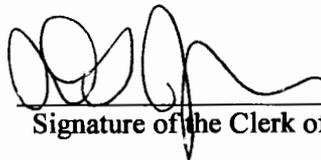
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

2. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of May 13, 2014.
(Date of when contract was signed)

3. Steven H. Wheeler (is/are) is duly elected
(Name of one who signed contract)

President & Chief Operating Officer of the Corporation.
(Title of one who signed the contract)

(CORPORATE SEAL)



Signature of the Clerk of the Corporation



May 14, 2013

NH Department of Corrections
Contracts Administrator
Main Building – Gov. Hugh J. Gallen State Complex
105 Pleasant Street – Room 324, 3rd Floor
Concord, NH 03301

Re: RFP 13-01-GFMED Inpatient and Outpatient Psychiatric Services

Dear Ms. Lind:

This letter is in response to the NHDOC request for a new certificate of insurance related to services we will provide under a contract beginning July 1, 2013.

MHM provided a certificate of insurance with our proposal response that has an expiration date of June 30, 2013. Annually MHM looks for new sources of insurance to assure our prices are competitive. We are currently completing that process and will continue be insured required when the new contract begins. We anticipate obtaining the new certificate no later than June 27, 2013 and will forward it to you upon receipt.

We want to assure all involved in this process that MHM is currently insured and will continue to be so for the life of our contract with the State of New Hampshire.

Sincerely,

Steven H. Wheeler
President & Chief Operating Officer

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.

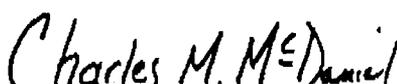
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in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

| | | |
|---|--|----------------|
| PRODUCER Lockton Companies, LLC Denver 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: | Evanston Insurance Company | 35378 |
| INSURER B: | The Charter Oak Fire Insurance Company | 25615 |
| INSURER C: | Darwin Select Insurance Company | 24319 |
| INSURER D: | Travelers Commercial Casualty Company | 40282 |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES MHMCO01 CERTIFICATE NUMBER: 10918458 REVISION NUMBER: XXXXXXXX
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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR <input checked="" type="checkbox"/> \$100,000 Ded PA & FL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | N | N | MM823544 | 7/1/2013 | 7/1/2014 | EACH OCCURRENCE \$ 2,100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,100,000 GENERAL AGGREGATE \$ 6,300,000 PRODUCTS - COMP/OP AGG \$ Included |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | N | N | BA-8106C672-13-CAG | 7/1/2013 | 7/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000 | N | N | 03047483 | 7/1/2013 | 7/1/2014 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX |
| D | 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 | N/A | TC2HUB-1107L44A-13 | 7/1/2013 | 7/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A A | Professional Liability Claims Made | N | N | MM823544 Retro Date 12-31-00 | 7/1/2013 | 7/1/2014 | \$2,100,000: Each Claim \$6,300,000: Aggregate \$100,000 Ded. \$100,000 Ded. FL & PA |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Worker's Compensation deductible is \$150,000. Coverage is excluded for punitive damages. The policies listed on the certificate will be renewed annual effective 7/11 through the expiration of the contract.

| | |
|--|---|
| CERTIFICATE HOLDER 10918458 NH Department of Corrections Attn: Jennifer Lind 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  |



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

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-785-2864

**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; and
- 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; and
- 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 PPD 5.19 - PREA; 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, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Steven H. Wheeler
(Name of Contract Signatory)

Signature:
(Signature of Contract Signatory)



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

William L. Wrenn
 Commissioner

Bob Mullen
 Director

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

603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

May 21, 2012

G & C

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

Pending _____
 Approved JUNE 20, 2012
 Item # #139

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with MHM Solutions, Inc. (VC# 171819), 1593 Spring Hill Road, Suite 600, Vienna, VA 22182, in the amount of \$5,779,465.00 for the provision of Medical-Dental Services for the NH Department of Corrections, effective from July 1, 2012, or upon Governor and Executive Council approval, whichever is later, through June 30, 2016. 100% General Funds.

Funding is available in account, *Medical-Dental*: 02-46-46-465010-8234-101-500729 as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for SFY 2014, 2015 & 2016 are contingent upon the availability and continued appropriation of funds.

| Contract, Agreement: MHM Solutions, Inc. | | | | |
|--|-------------------------|--------------|--------------|------------------------|
| Account | Description | SFY 13 | SFY 14 | Total |
| 02-46-46-46510-8234-101-500729 | Medical-Dental Services | 1,387,660.00 | 1,419,106.00 | 2,806,766.00 |
| Account | Description | SFY 15 | SFY 16 | Total |
| 02-46-46-46510-8234-101-500729 | Medical-Dental Services | 1,463,421.00 | 1,509,278.00 | 2,972,699.00 |
| Total Contract Amount | | | | \$ 5,779,465.00 |

EXPLANATION

This contract is for the provision of inpatient and outpatient physician and dental services for the New Hampshire Department of Corrections (NHDOC) inmate and non-adjudicated population using credentialed medical and dental care providers consisting of physicians, dentists, dental assistants and dental hygienists. MHM physicians provide primary care services and MHM dentists provide all aspects of general dentistry and oral surgery services. Dental assistants provide services to compliment the MHM dentists and MHM dental hygienists provide preventative dental and oral hygiene care for inmates/patients at designated New Hampshire Department of Corrections facilities. These health and dental care providers work jointly with other providers, practitioners and Department nursing staff to facilitate proper health and dental services for the inmates/patients of the New

Hampshire Department of Corrections, participate in appropriate operational initiatives on behalf of the New Hampshire Department of Corrections Medical Forensic Division, assist in the review of potential risk management issues and consult with community providers to ensure medically appropriate and necessary care for the inmates/patients of the New Hampshire Department of Corrections.

The NHDOC 12-07-GFMED RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for seven (7) consecutive weeks and notified twenty (20) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting their proposal. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the contract to the lowest bidder, in the amount of \$5,779,465.00, to MHM Solutions, Inc.

This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Helen Hanks, MM, Administrative Director, Division of Medical/Forensic Services; Joyce Leeka, RHIA, Medical Operations Administrator, Division of Medical/Forensic Services and Jennifer Lind, Contract and Grant Administrator, Administration.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wren", written in a cursive style.

William L. Wren
Commissioner



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

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

**Health Services Professional Services
Medical - Dental Services
RFP Scoring Matrix
NHDOC 12-07-GFMED**

Respondents:

- MHM Solutions, Inc., 1593 Spring Hill Road, Suite 600, Vienna, VA 22182
- Correctional Health Partners, 1515 Arapahoe Street, Tower 1, Suite 300, Denver, CO 80202

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 cost-effective manner.
 1. Cost – 50 points
 2. Ability to Provide Services – 30 points
 3. Financial Stability, Organizational Resources and Capability – 10 points
 4. References: (10 points)

| NHDOC 12-07-GFMED RFP Scoring Matrix | | | | | |
|--|-------------------------------|--------------------------------------|---|-------------------------------------|--|
| <i>Evaluation Criteria</i> | <i>RFP Weight Point Value</i> | <i>MHM Solutions, Inc. (Medical)</i> | <i>Correctional Health Partners (Medical)</i> | <i>MHM Solutions, Inc. (Dental)</i> | <i>Correctional Health Partners (Dental)</i> |
| Total Estimated Cost | 50 | 50 | 43.6 | 50 | 40.4 |
| Ability to Provide Services | 30 | 27 | 19.5 | 29 | 19.5 |
| Financial, Organizational Resources and Capability | 10 | 10 | 7 | 10 | 7 |
| References | 10 | 10 | 10 | 10 | 10 |
| Total Score | 100 | 97 | 80.1 | 99 | 76.9 |

Contract Award: MHM Solutions, Inc., 1593 Spring Hill Road, Suite 600, Vienna, VA 22182



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Commissioner
Bob Mullen
Director

Health Services Professional Services
Medical - Dental Services
RFP Bid Evaluation and Summary
NHDOC 12-07-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, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. 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. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 50 points
 - b. Ability to Provide Services – 30 points
 - c. Financial, Organizational Resources and Capability – 10 points
 - d. References – 10 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 33 of NHDOC 12-07-GFMED RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume of services as long as the Vendor's Ability to Provide Services, Financial Stability, Organizational Resources and Capability and References are acceptable to the Department.

Evaluation Team Members:

- Helen Hanks, Division Director , Medical/Forensic Services, NH Department of Corrections
- Joyce Leeka, Medical Operations Administrator, Medical/Forensic Services, NH Department of Corrections
- Jennifer Lind, Contract and Grant Administrator, Administration, NH Department of Corrections

RFP-NHDOC 12-07-GFMED Respondents:

| Contract Term: July 1, 2012 – June 30, 2016 | | |
|---|--|----------------|
| MHM Solutions, Inc. | 1593 Spring Hill Road, Suite 600, Vienna, VA 22182 | \$5,779,465.00 |
| Correctional Health Partners | 1515 Arapahoe Street, Tower1, Suite 300, Denver, CO 80202 | \$6,816,486.00 |

Contract Award: MHM Solutions, Inc.



**STATE OF NEW HAMPSHIRE
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**William L. Wrenn
Commissioner
Bob Mullen
Director**

**Health Services Professional Services
RFP Evaluation Committee Member Qualifications
NHDOC 12-07-GFMED**

Helen Hanks, MM, Division Director, Medical/Forensic Services:

Mrs. Hanks has served as the Director of the Medical & Forensic Services Division since 2011. Mrs. Hanks has made her career specific to the area of mental health and health care delivery since 1998 working with community mental health centers and Managed Behavioral Care organizations prior to her employment at the NH Department of Corrections. She has broad and specific knowledge of the correctional mental health system and behavioral health system, Laaman consent decree and Holiday Court Order, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments. Mrs. Hanks has a Bachelor of Science in Psychology from Plymouth State College with a Pre-Law minor and a Master of Management in Healthcare from Brandeis University.

Joyce Leeka, RHIA, Medical Operations Administrator, Medical/Forensic Services:

Ms. Leeka has served as the HIM Administrator since 1989. Ms. Leeka currently researches and drafts RFP's for the division with guidance from her supervisors. She has broad and specific knowledge of the correctional mental health system, Laaman and Holiday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

Jennifer Lind, MBA, CMA, Contract and Grant Administrator, Administration:

Ms. Lind has served as the Contract and Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract and Grant Administrator, she held the Program Specialist IV, Contract Specialist and Grant Program Coordinator positions of the Department. Ms. Lind received her Bachelor's of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.



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

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CONCORD, NH 03302-1806**

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TDD Access: 1-800-735-2964**

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

**Health Services Professional Services
Bidders List
NHDOC 12-07-GFMED**

Arcadia Health Services, Inc
26777 Central Park Blvd., Suite 200
Southfield, MI 48076
248-352-7530
contracting@arcadiahealthcare.com
Lindsay Ducharme, Contract Supervisor

Armor Correctional Health Services, Inc.
4960 S.W. 72nd Ave. Suite 400
Miami, FL 33155
305-662-8522
cwittenberg@armorcorrectional.com
Carl Wittenberg, Director of Marketing and Business Development

CCA
10 Burton Hills Boulevard
Nashville, TN 37215
800-624-2931
lucibeth.mayberry@cca.com (615-263-3246)
steven.conry@cca.com (615-263-6611)
ben.shuster@cca.com (615-226-2600)

CHC (Correctional Healthcare Companies)
6200 S. Syracuse Way #440
Greenwood Village, CO 80111
720-232-3079
Bill.walsh@correctioncare.com
Bill Walsh, Director of Proposal Development

Clinical Solutions
618 Grassmere Park Drive, Suite 5
Nashville, TN 37211
828-302-7357
patricklaughtter@csrxllc.com
Patrick Laughtter, Director of Business Development

**Health Services Professional Services
Bidders List
NHDOC 12-07-GFMED**

Corizon, Inc. (Formerly CMS and PHS)
105 Westpark Drive
Suite 220
Brentwood, TN 37027
314-919-9110
marketing@corizonhealth.com
Mike Viers, Director, Business Development

CorrectCare-Integrated Health, Inc.
366 South Broadway
Lexington, KY 40408
859-421-5804
shellebusch@correctcare.com
Stuart H. Hellebusch, Account Executive

Correctional Medical Associates, Inc.
201 17th Street NW, Suite 300
Atlanta, GA 30363
404-760-0296
Info@correctionalmed.com
Sandra Baccus, President

Delta-T Group Massachusetts, Inc
19 Needham Street, Suite 202
Newton Ma 02462
484-919-1752
contractadmin@deltatg.com
Rachana Patel, Vice President

Guardian Healthcare Providers, Inc
545 Mainstream Drive
Nashville TN 37228
615-564-2987 Ext. 2
LHall@guardianhealthcare.com
Lisa Hall, Contact Person\

Maxim Government Services
Correctional Healthcare
1301 North Congress Avenue
Boynton Beach FL 33426
mafucci@maxhealth.com
Marc Fucci, National Account Executive

MHM Services, Inc.
1593 Spring Hill Road, Suite 610
Vienna, VA 22182
703-749-4600 x4612
swheeler@mhm-services.com

**Health Services Professional Services
Bidders List
NHDOC 12-07-GFMED**

Steve Wheeler, President

MTC

500 N. Marketplace Drive
Centerville, UT 84014
800-574-4682

mike.murphy@mtctrains.com (801-693-2863)
toni.philpott@mtctrains.com (801-693-2704)
krista.olsen@mtctrains.com (801-693-2728)
ken.kuhn@mtctrains.com (801-693-2725)

NaphCare, Inc.

950 22nd Street North
Suite 825

Birmingham, AL 35203

800-834-2420 x 8599

Chris.bell@naphcare.com

Chris Bell, VP, Business Development

PrimeCare Medical

3940 Locust Lane

Harrisburg, PA 17109

800-245-7277

dhoffman@primecaremedical.com

Daniel Hoffman, MBA, CCHP, Vice-President of Marketing

QCHC (Quality Correctional Health Care)

200 Narrows Parkway Suite A

Birmingham, AL 35242

205-437-1512

Jeff.bates@qchcweb.com

Jeff Bates, Development Sales & Purchasing

Ready Nurse Staffing Services

34921 US Hwy 19 N., Suite 450

Palm Harbor, FL 34684

877-321-1162 x9035

Craig.mcGovern@sunh.com

Craig McGovern

Supplemental Health Care

SHC Services Inc.

444 Washington Suite 401

Woburn Massachusetts 01801

866-937-9777

vcianciaruso@supplementalhealthcare.com

Vincent Cianciaruso, Contact Person

**Health Services Professional Services
Bidders List
NHDOC 12-07-GFMED**

The GEO Group

World Headquarters

One Park Place, Suite 700

621 NW 53rd St.

Boca Raton, FL 33487

gwigen@geogroup.com (253-209-06016)

mzenk@geogroup.com (765-520-7834)

pmosciski@geogroup.com (800-666-5640)

twierdsma@geogroup.com (561-999-7378)

Wexford Health Sources, Inc.

425 Holiday Drive

Foster Plaza Two

Pittsburgh, PA 15220

412-298-7037

wpekich@wexfordhealth.com

Wendolyn R. Pekich, MBA, CCHP, Director Marketing and Communication

Subject:

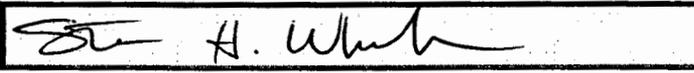
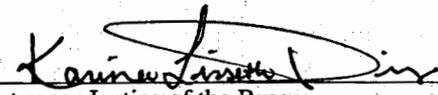
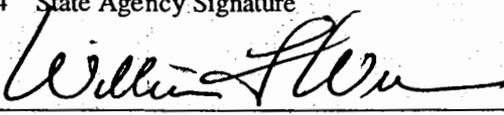
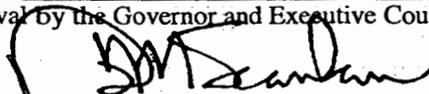
Health Services Professional Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as 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 | |
| 1.3 Contractor Name MHM Solutions, Inc. | | 1.4 Contractor Address 1593 Spring Hill Road, Suite 600, Vienna, VA, 22182 | |
| 1.5 Contractor Phone Number 703-749-4600 | 1.6 Account Number 02-46-46-465010-8234 -101-500729 | 1.7 Completion Date June 30, 2016 | 1.8 Price Limitation \$ 5,779,465.00 |
| 1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner | | 1.10 State Agency Telephone Number 603-271-5603 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Steven H. Wheeler, President & Chief Operating Officer | |
| 1.13 Acknowledgement: State of Virginia , County of Fairfax On March 23, 2012 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Karina Giesen Diaz | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: Mik. Bon On: 5/28/12 | | | |
| 1.18 Approval by the Governor and Executive Council By:  DEPUTY SECRETARY OF STATE JUN 20 2012 | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

SECTION B: Scope of Services, Exhibit A

1. Mission:

The mission of the Department's Health Care Program is to prevent illness, promote health and provide care to the sentenced (inmate) and patient (forensic) population through a competent, efficient and effective system that improves the health of inmates/patients and assists in the transitional planning and the classification and management of these individuals consistent with the interests of public safety.

2. Purpose:

The purpose of this request for proposal is for the provision of health service professionals for patient centered healthcare services consistent with generally recognized community standards for the NH Department of Corrections inmate/patient population that provides for continuity and consistency of care in all facilities of the NH Hampshire Department of Corrections. This Request for Proposal seeks services in the following areas:

- Medical Care Services;
- Dental Services;
- Medical Record Services; and
- Nursing Services.

3. Background:

The New Hampshire Department of Corrections is responsible for the State's correctional system of incarceration, Community Corrections and the Secure Psychiatric (Forensic) Unit. Services shall be provided upon request of the Director of Medical & Forensic Services (Division Director) or designee who must be a state employee. The State retains professional and administrative responsibility for services rendered as required by applicable statutes and regulations in tandem with the Contractor. The Contractor will identify a Chief Administrator as part of their response who shall be accountable to the Director of Medical & Forensic Services.

All sentenced inmates in the State of New Hampshire serving twelve (12) months or more are sentenced to the NH Department of Corrections. The Department operates three (3) prison facilities, three (3) transitional housing units and a forensic unit (40 bed prison Residential Treatment Unit and 66 bed inpatient Secure Psychiatric Unit).

The Department administers and delivers (through contracts with outside providers) a health care system that provides access to necessary medical, dental, medical record and nursing services to both sentenced inmates and forensic patients. Primary and specialty health services as well as inpatient services, and dental services are provided with generally accepted standards of care in the most cost effective and efficient manner possible. Services include routine, specialty, inpatient and emergency care delivered pursuant to Departmental directives, provider contracts and other standards of care as specified. Medical Record Services are provided at all three (3) primary prison sites and the Secure Psychiatric Unit/Residential Treatment Unit. Services are provided according to standards specified by state and federal health information rules and regulations and NH Department of Corrections policies, procedures and directives (PPDs).

Health Care providers: physicians, Advanced Practical Registered Nurse (APRNs), Physician Assistants (PAs), dentists, nurses and other health care practitioners and medical record staff are located on site, in numbers and type, consistent with the needs of the inmate/patient population. Health and dental care screening is performed upon admission at intake facilities to identify any urgent and emergent conditions requiring immediate attention.

Inmate health needs are also assessed on routine and emergency basis to determine the appropriate level of care to be provided. The on-site care providers evaluate, treat and medically/clinically manage the population as necessary and appropriate. Routine care provided also includes medical and dental sick call, chronic care clinics and a controlled distribution system for prescribed medications. When it is determined specialty care is necessary, referrals are made to on site or off site specialists as required. Specialty care and inpatient services, whether at an on site infirmary or through an outside provider hospitalization, are provided according to medical need when determined necessary through a utilization review process.

4. Terms of Contract:

The Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2012 or upon approval of the Governor and Executive Council (G&C) whichever is later through 6/30/2016 with an option to renew for (1) one additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

5. Location of Facilities:

5.1. Location of Facilities: The Northern Region shall consist of the Northern Correctional Facility (NCF), Berlin NH and the Southern Region shall consist of the NH State Prison for Men (NHSP-M), the Secure Psychiatric Unit (SPU), Residential Treatment Unit (RTU) Concord, NH and the NH State Prison for Women (NHSP-W), Goffstown, NH and Community Corrections, Concord & Manchester, NH is marked with an "X" below:

| Northern Region - Northern NH Correctional Facility Location | | |
|--|------------------------|----------------------|
| Northern Correctional Facility (NCF) | 138 East Milan Road | Berlin, NH 03570 |
| Southern Region - Southern NH Correctional Facility Location | | |
| NH State Prison for Men (NHSP-M) | 281 North State Street | Concord, NH 03301 |
| Secure Psychiatric Unit (SPU) | 281 North State Street | Concord, NH 03301 |
| Residential Treatment Unit (RTU) | 281 North State Street | Concord, NH 03301 |
| NH State Prison for Women (NHSP-W) | 317 Mast Road, | Goffstown, NH 03045 |
| Community Corrections - Men (North End House) | 281 North State Street | Concord, NH 03301 |
| Community Corrections - Men (Calumet House) | 126 Lowell Street | Manchester, NH 03104 |
| Community Corrections - Women (Shea Farm) | 60 Iron Works Road | Concord, NH 03301 |

5.2. The requested services shall be provided by the Contractor to inmates/patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.

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

5.4. Partial proposals for treatment services of any facility and/or regional area shall not be accepted.

6. Current Inmate/Patient Population as of 12/31/11:

| <u>NH Department of Corrections Average Population by Facility</u> | | |
|--|--------------------------|-------------------|
| <u>Facility</u> | <u>Location</u> | <u>Population</u> |
| Northern Correctional Facility (NCF) | Berlin, NH | 626 |
| NH State Prison-Men (NHSP-M) | Concord, NH | 1322 |
| Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU) | Concord, NH | 55 |
| Community Corrections | Concord & Manchester, NH | 315 |
| NH State Prison-Women (NHSP-W) | Goffstown, NH | 105 |
| Current Inmate/Patient Population: | | 2423 |

7. Treatment Services by Gender and Location:

7.1. Female Offenders:

| Treatment Services | Infirmary | Outpatient | Dental | Medical and Dental Intake |
|--|-----------|------------|--------|---------------------------|
| NH State Prison – Women 317 Mast Road Goffstown, NH 03045 | | X | X | X |
| Community Corrections – Shea Farm 60 Iron Works Road Concord, NH 03301 | | X | | |

7.2. Male Offenders (X), Male and Female Offenders (X*):

| Treatment Services | Infirmary | Outpatient | Dental | Medical and Dental Intake |
|---|-----------|------------|--------|---------------------------|
| NH State Prison – Men 281 North State Street Concord, NH 03301 | X* | X | X* | X |
| Secure Psychiatric Unit/Residential Treatment Unit 281 North State Street Concord, NH 03301 | X* | X* | X* | |

7.3. Male Offenders:

| Treatment Services | Infirmary | Outpatient | Dental | Medical and Dental Intake |
|--|-----------|------------|--------|---------------------------|
| Northern NH Correctional Facility 138 East Milan Road Berlin, NH 03570 | X | X | X | X |

Promoting Public Safety through Integrity, Respect and Professionalism

7.4. Male Offenders – Community Corrections:

| Treatment Services | Infirmary | Outpatient | Dental | Medical and Dental Intake |
|---|-----------|------------|--------|---------------------------|
| Calumet Transitional Housing 126 Lowell Street Manchester, NH 03104 | X | X | X | |
| North End Transitional Housing 281 North State Street Concord, NH 03301 | X | X | X | |
| Transitional Work Center 281 North State Street Concord, NH 03301 | X | X | X | |

8. Provision of General Health Services Professional Services:

- 8.1. The Contractor shall provide the Medical/Dental Care Services component of the Health Services Program, including, but not limited to furnishing all primary physician medical care, dental care, nursing care required for the inmate/patient population and ~~all medical record services~~ required to support the NH Department of Corrections healthcare delivery system.
- 8.2. The Contractor shall enter information into the Department supplied health/dental record according to the Department's policy and procedure directives.
- 8.3. The Contractor shall adhere to Department's confidentiality policy and procedure directives.
- 8.4. The Contractor shall use Department 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 Division of Medical & Forensic Services for its approval prior to use.
- 8.5. The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Department's Division of Medical & Forensic Services.
- 8.6. The Contractor shall adhere to and maintain compliance with the following: consent decrees, Court orders, court order mediation, state laws and regulations, state administrative rules, Departmental policy and procedure directives and accreditation standards as applicable.
- 8.7. The Contractor must ensure that qualified licensed, certified and/or qualified health professionals shall provide the services required, as set forth in any federal or state laws, statutes, or regulations as presently enacted, or, which may hereafter be enacted and which are applicable to the Department's facilities and Health Care Programs. The Contractor shall not hire any of the following individuals for placement in a NH Department of Corrections facility:
 - Ex-felons;
 - Relatives of currently incarcerated felons, without prior approval of the State;
 - Proposed staff with restrictions on out of state and/or State of NH licenses and or certifications;
 - Proposed staff whose licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Proposed staff on the National Offender Database;
 - History of drug diversion;
 - No former State of NH employee who was dismissed for cause; and
 - No proposed staff previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections.
- 8.8. The Contractor and its staff must possess the credentials, licenses and/or certificates required by law and regulations to provide the services required. All Contractor staff shall be

proficient in the English language; shall be able to speak fluently, understand oral and written communications and shall write effectively.

- 8.9. The Department's Division of Medical & Forensic Services and Contractor shall mutually determine whether a person is properly qualified. The Contractor shall provide copies of licenses, certifications and all materials requested by the Department including a signed application for employment as outlined herein *prior* to each assigned personnel providing services at NH Department of Corrections facilities. The documents shall be received by the Director of Medical and Forensic Services or designee and be kept on file throughout the term of the Contract. The Contractor or subcontractor shall establish policies and procedures to verify all personnel employed have and shall maintain current licenses, registrations, continuing education, experience or certifications as required by Federal and NH State law and Department policies and procedures and that no restrictions exist on said licensures and certifications for the life of the Contract. The Department reserves the right to refuse placement of any Contractor proposed staff with or without cause.
- 8.10. The Contractor shall maintain current policies and procedures that define the credentialing process in detail and make available for review to the Department's Division 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, DEA certificates, lack of present illicit drug use, CPR certification and maintenance of credential folders for all health care providers and staff employed by the Contractor and/or subcontractor that contain the items required for a Contractor's employees.
- 8.11. The Contractor shall provide to the Department's Division of Medical & Forensic Services all credentialing information required in 8.8, 8.9 & 8.10, above, prior to the performance of any services under contract and within one (1) month of the renewal date of the credential and; prior to employment or at any other time, the Contractor shall, upon the Department's Division of Medical and Forensic Service's request, have each of its employees and those of a subcontractor who provide services under this contract supply the Department's Division of Medical & Forensic Services with the employee's Social Security Number, date of birth, fingerprints and any other data with the Department may require to conduct a criminal history check. The criminal history check shall be conducted prior to an employee's assignment to a NH Department of Corrections facility/location.
- 8.12. The Contractor shall ensure all proposed Contractor staff have a health exam and or screening to ensure they are free of infectious or communicable diseases. The Contractor shall certify in writing that all health screens and exams have been accomplished.
- 8.13. The Department may, at its sole discretion, remove from or refuse admittance to any Department facility/location any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person who was removed or denied access are delivered.
- 8.14. The NH Department of Corrections shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number of shifts requested.
- 8.15. 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, Nursing, Dental and Medical Record professionals. The Contractor shall pay all Federal and State taxes to include Federal Social Security and State Unemployment Compensation taxes.
- 8.16. The Department's medical/administrative staff shall not be required and/or requested by the Contractor to enter into legal Contracts, Agreements and/or Obligations on behalf of the Department of Corrections.

Scope of Services
Exhibit A

- 8.17. The Contractor, not the State, shall be responsible for expenses incurred by the Contractor's professional staff for and maintaining current Federal and State licensures, certifications and continuing education.
- 8.18. The Contractor shall provide to its Staff pre-service and annual in-service training on subjects related to Healthcare Services, as well as orientation to Department's policies and procedures including, but not limited to suicide prevention, prescribing practices, infection control, etc. Under this provision the term, "Staff", refers to the Contractor's employees, the Contractor's sub-Contractors, employees of a sub-Contractor and the Department's Division of Medical & Forensic Services prescribing provider staff. At the initiation of the Contract and within the first thirty (30) days of a new staff member's Contracted service, the Contractor shall provide to the Department's Division of Medical & Forensic Services and to each Staff member to be trained a schedule and program for in-service training. Training shall include the applicable practice requirements of any regulatory body. The Contractor shall provide on-going training to all Contractor and/or sub-Contractor employee staff for any new or current policies, procedures, directives, protocols, manuals, et cetera 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. For any new or current policies, procedures, directives, protocols, manuals, et cetera that affects the security of NH Department of Corrections, the Contractor and/or sub-Contractor employee staff and/or inmate/patient population, the Contractor shall work collaboratively with the Director of Security & Training. The Contractor shall provide annual training as appropriate to all staff. The Contractor is responsible for creating and maintaining on-site documentation of all training listed in this section.
- 8.19. The Department may provide the Contractor, as necessary, with such telephone services, utilities service and office space as the Department provides its direct care employees. The Contractor shall not renovate any Department structure without the written permission of the Department.
- 8.20. The Division Director for Medical/Forensic Services may order the Contractor to take specific actions the Department deems medically or administratively appropriate.
- 8.21. The Contractor shall implement the Thirty (30)-Day Transitional Plan to be ready to provide services beginning July 1, 2012 as stated in the Contractors submitted Proposal and approved by NH Department of Corrections.
- 8.22. The Contractor shall adhere to the Department's Division of Medical & Forensic Services approved Monthly Facility Services Schedule (MFSS). The MFSS shall comply with the Contractor's staffing and services plan submitted in its proposal and approved by the NH Department of Corrections.
- 8.23. 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 Division of Medical & Forensic Services at the facilities/locations throughout the state identified in Exhibit A herein. If requirements or conditions change, the Department's Division 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. The Contractor shall describe in writing to the Department's Division of Medical & Forensic Services how vacancies of required staffing positions will be recruited/replaced within five (5) business days of the staff position's notice of termination. The Contractor shall provide a written action plan to the Department's Division of Medical & Forensic Services to replace required personnel, i.e. locum tenens, temporary staffing service, et cetera, if the required position will be vacant for more than thirty (30) days without additional reimbursement from the Department.

- 8.24. The MFSS shall comply with the following requirements: provide full name and credential (e.g. MD, DDS, RN, MRT etc) of every individual assigned to a position on the schedule for the month; 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 time and locations of all training activities, administrative, clinical and management meetings, scheduled days off etc; provide to the Department's Division of Medical & Forensic Services the monthly schedule no later than ten (10) days prior to the first day of the beginning of each service month; the Contractor shall provide a staffing report by position, indicating position hours not properly filled (will include all changes from the monthly schedule, i.e. unscheduled meetings, training, leave, etc) on the 10th day of the month following the month reported. The Contractor shall coordinate the granting of paid time off with the Department's Division of Medical & Forensic Services to ensure coverage of clinical services and such coverage will be reflected in the monthly MFSS. The Contractor shall be required to coordinate scheduling with any other Contracted Vendor's staff or Department staff that provides clinical or other services in creation of the monthly schedule.
- 8.25. 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 Division of Medical & Forensic Services upon request, access to this documentation.
- 8.26. The Contractor shall participate in a Utilization Management (UM) program approved by the Department's Division of Medical & Forensic Services that reviews all referrals for community provided specialty care. This program shall include a process that addresses medical necessity based on specialty evidenced-based criteria and current community standards. The program shall ensure that a provider does not review/approve his/her referrals. The Department's Division of Medical & Forensic Services is requesting the Contractor 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, etc, how they currently perform this function in other correction service contracts, and it's effects on cost containment while providing appropriate care.
- 8.27. The Contractor shall participate in a comprehensive Quality Improvement (QI) program that objectively assesses the health care outcomes of the inmate/patient population. The QI program will be linked to the UM program to assess high cost/ high volume diagnoses and procedures in order to ensure a cost-effective health care program. The Department's Division of Medical & Forensic Services is requesting the Contractor provide a one (1) page proposal describing how they would provide this service and how they currently perform this function in other correctional service contracts.
- 8.28. The Contracted employees associated with the result of this Contract will administratively report to the State NH Department of Corrections Director of Medical & Forensic Services or designee to ensure compliance with the policies and procedures of the Department and State laws and administrative rules in addition to any contracted Manager working on behalf of the Contractor to facilitate the Contract. The goal is work collaboratively with the State in managing the staff to ensure compliance with the Contract as well as appropriate delivery of care.
- 8.29. The existing NH Department of Corrections staff affected by this RFP shall be given the first right of opportunity for consideration, to include of location of service, by the Contractor if they meet the qualifications of the position proposed.
- 8.30. All staff associated with these services requested by the NH Department of Corrections may be deployed to other facilities/locations as needs arise to achieve the goals of the Department.

- 8.31. 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. It is not the intention of the Department to have the Contractor provide these services through predominantly part-time or temporary employees. In addition, if individuals have been identified to fill the proposed positions, resumes of said individuals shall be included in the response even if only tentative employment agreements have been made.

9. Medical Services Program:

- 9.1. The Contractor shall be responsible for the following services.

- 9.1.1. 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, care planning, appropriate and thorough clinical documentation and to classify inmates/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.
- 9.1.2. The Contractor shall provide referrals for mental health services to any inmates/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.
- 9.1.3. The Contractor shall document appropriate dispositions and follow-up care needed in the Department's Division of Medical & Forensic Services health records as indicated through departmental policies and procedures.
- 9.1.4. The Contractor shall provide periodic medical evaluations (routine physical examinations) to those inmates/patients identified by the Department's Division of Medical & Forensic Services for the purpose of providing preventative health care and to identify new health problems.
- 9.1.5. The Contractor shall assist to identify and to treat terminally ill inmates/patients and shall participate in the Department's Division of Medical & Forensic Services multi-disciplinary end of life care program.
- 9.1.6. The Contractor shall provide treatment to inmates/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.
- 9.1.7. The Contractor shall provide treatment to inmates/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.
- 9.1.8. The Contractor shall refer inmates/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.
- 9.1.9. The Contractor shall follow the guidelines of the Contractor/Department's Division of Medical & Forensic Services Utilization Management Program for the delivery of secondary medical services.
- 9.1.10. The Contractor shall utilize on-site specialty clinics at the Department's facilities whenever possible, prior to sending inmates/patients to outside care providers. On-

**Scope of Services
Exhibit A**

site specialty clinics include, but are not limited to: orthopedics, podiatry, oral surgery and optometry. At anytime the Department may add additional on-site specialty clinics, which are to be utilized by the Contractor in the same manner as described above.

- 9.1.12. The 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, wheel chairs, et cetera.
- 9.1.13. The 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.
- 9.1.14. The Contractor shall manage life-threatening emergencies by using the 911 emergency services system established by the State of NH.
- 9.1.15. The 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 inmates/patients with HIV/AIDS, hepatitis virus, tuberculosis disease and any other infectious diseased inmate/patient in need of medical management.
- 9.1.16. The 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.
- 9.1.17. The 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: inmates/patients with chronic medical problems such as asthma, diabetes, seizures, hypertension, infectious diseases, cardiac disease, conditions related to aging, terminal illness and 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.
- 9.1.18. The Contractor shall provide chronic care inmates/patients a review of their chronic condition by a physician minimally every six months and at more frequent intervals when clinically indicated as described in the chronic care clinic treatment guidelines approved by the Department.
- 9.1.19. The 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.
- 9.1.20. The Contractor shall provide comprehensive inmate/patient health education to all inmates/patients.
- 9.1.21. The Contractor shall treat and stabilize, as medically appropriate, inmates/patients requiring emergent dental care when the Dental Services provider is not on site.
- 9.1.22. The Contractor shall provide timely and appropriate care of the pregnant patient in accordance with the Department's policies and guidelines.
- 9.1.23. The 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.

10. Current NH Department of Corrections Medical Services Staffing: One (1) FTE = 40 hours

| Facility/Location | Position | # Full Time Positions |
|---------------------|----------------------------|---------------------------|
| NHSP-M, SPU and RTU | APRN | 2.0 |
| | PA-C | 0.0 |
| | Nurse Coordinators | 2.0 |
| | Staff Nurses | 22.0 (Currently 3 Vacant) |
| | Medical Record Technicians | 3.7 |
| | Secretary | 1.0 |
| NHSP-W | APRN | 1.0 (Currently 1 Vacant) |
| | Nurse Coordinator | 1.0 (Currently 1 Vacant) |
| | Staff Nurses | 3.8 |
| SHEA Farm | Staff Nurse | .20 |
| NCF | APRN | 1.0 |
| | Nurse Coordinator | 1.0 |
| | Staff Nurses | 12.0 (Currently 3 Vacant) |
| | Medical Record Technician | 1.7 (Currently 1 Vacant) |
| ALL SITES | Director of Rehab Services | 1.0 |
| | Registered Dietician | 1.0 |
| | Medical Record Supervisor | 1.0 |
| | Director Nursing | 1.0 |

Note: Transitional housing services are provided with medical services via the same gender Departmental facility closest to their address.

| Facilities/Locations | Position | # Full Time Positions |
|----------------------|-----------------------|-----------------------|
| All | Chief Medical Officer | 1.0 |
| All | Staff Physician(s) | 1.3 |

11. Proposed Medical Staffing Services:

The proposed staffing, compliment to the above existing positions, includes the following positions (include current contract positions in the proposed staffing):

11.1. Chief Medical Officer (CMO): travels to all prison sites to provide clinical supervision to Contractor and non-Contractor medical staff including all Advanced Practical Registered Nurses (APRNs), participates in required medical staff committees, reviews formulary requests for medications, manages complicated 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, 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.

- 11.1.1. The 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:
- a. Continuous Quality Improvement initiatives and routine professional peer review;
 - b. 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;
 - c. 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;
 - d. 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;
 - e. 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;
 - f. Upon the Department's Division of Medical & Forensic Services request, the Chief Medical Officer shall investigate complaints made by inmates/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) with regard to a complaint;
 - g. Participate in the Department's Division of Medical & Forensic Services mortality and morbidity review process;
 - h. Participate in the Pharmacy & Therapeutics and Infection Control Committees; and
 - i. The Chief Medical Officer has a current and shall maintain an on-going Drug Enforcement Administration (DEA) certification.
- 11.1.2. The 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:
- a. Participating in Utilization Management practices for all Medical clinical services;
 - b. Assure inmate/patients receive timely, appropriate and coordinated medical services to optimize patient outcome;
 - c. Ensure necessary care is provided in a cost effective manner consistent with appropriate standards of care;
 - d. Participate in a Utilization Management Program which shall include but not be limited to review of:
 - All inpatient admissions (hospital and infirmary)
 - Outside specialty outpatient procedures and consultations
 - Specialty diagnostic and imaging services to include on-site x-rays and Electrocardiograms (EKG);
 - Surgeries; and
 - On-site specialty clinics (orthopedics and podiatry).
 - e. 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 inmates/patients to minimize length

**Scope of Services
Exhibit A**

- of stay. Participate in discharge planning activities and make recommendations for the most appropriate Department setting;
 - f. Provides primary care services for inmates/patients at designated Department sites. Works jointly with other providers and Department nursing staff to facilitate proper health services for inmates/patients of the Department, participates in appropriate operational initiatives on behalf of the Department's Medical/Forensic Division, assists in the review of potential risk management issues or tort actions, consults with community providers to ensure medically appropriate and necessary care; and
 - g. Provide reports to the Department in a form, format and time frame mutually agreed upon between the Department and Contractor.
- 11.2. Staff Physician(s): provides primary care services for inmates/patients at designated Department facilities/locations. Works jointly with other providers and Department's Division of Medical & Forensic Services nursing staff to facilitate proper health services for inmates/patients of the Department, participates in appropriate operational initiatives on behalf of the Department's Medical & Forensic Division, assists in the review of potential risk management issues or tort actions, consults with community providers to ensure medically appropriate and necessary care for inmates/patients and makes recommendations for medical parole pursuant to RSA 651.

12. Requested Chief Medical Officer and Staff Physician(s) Staffing Pattern: One (1) FTE = 40 hours

| Facilities/locations | Position | FTE |
|----------------------|-----------------------|-----|
| All | Chief Medical Officer | 1.0 |
| All | Staff Physician(s) | 1.3 |

Note: Staffing is based on five (5) physician hours per 100 inmates per week.

13. On-Call Medical Services:

The Contractor shall provide on-call medical coverage for all facilities/locations identified in this RFP, Monday through Friday from 4PM to 8AM, 24 hours a day on weekends and all State and Calendar holidays. The Contractor's on call providers shall assess emergent needs of inmates/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 this RFP. The on-call provider shall respond by telephone to institution based calls within thirty (30) 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.

13.1. On-Call Schedule: The on-call schedule shall be part of the MFSS requirements as specified in 8.22, 8.23 and 8.24.

14. Physician On-Call Services:

14.1. Physician On-Call Schedule:

- 14.1.1. Monday-Friday: 16 hours/day for 241 weekdays (non-holiday);
- 14.1.2. Weekends/Holidays: 24 hours/day for 104 weekend days and 10 Holidays; and
- 14.1.3. Call Backs: Historically one (1) Call Back a month.

15. Dental Services Program:

- 15.1. The Contractor shall be responsible for the following services:
- 15.1.1. Provide Dental sick call clinics for each facility based on each facilities requirements by population.
 - 15.1.2. Use of the Department's Division of Medical & Forensic Services dental record that identifies the inmates/patient's oral health condition and specifies the priorities of treatment by category consistent with Departmental policy.
 - 15.1.3. Ensure inmates/patients referred to Dental Services by the Medical staff with an urgent or emergent need are seen within 24 hours (Monday-Friday)
 - 15.1.4. Provide segregated inmates/patients with Dental services equivalent to Dental services available in the general population.
 - 15.1.5. Post award of a Contract, the Contractor shall at all facilities operated by the Department and designated in the RFP:
 - a. provide necessary dental treatment including fillings, and extractions;
 - b. provide oral hygiene education on the prevention of dental disease;
 - c. provide dental prosthetics services consistent with Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures;
 - d. provide endodontic services consistent with Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures;
 - e. provide oral surgery services, simple and surgical extractions consistent with Dental licensure;
 - f. provide a program of preventative dentistry that includes but is not limited to:
 - taking full dental history;
 - dental screening conducted within seven (7) days of admission, unless done in the previous six (6) months;
 - full dental examination by a dentist of hard and soft tissue of the oral cavity and instruction on oral hygiene;
 - periodontal care consistent with the Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures;
 - Dental hygiene services (scaling) consistent with the Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures; and
 - Periodontal prophylaxis services consistent with the Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures.
 - g. provide emergency dental services while on-site at each facility designated in the RFP; and
 - h. prescribe medications as medically necessary and appropriate and shall administer and store medications in its possession in compliance with relevant Regulatory Pharmacy Board, Departmental Policy and procedures, DEA and any other state and federal guidelines.
 - The Contractor shall utilize the Department's Division of Medical & Forensic Services formulary when prescribing medication and shall follow and adhere to the Department's Division of Medical & Forensic Services non-formulary medication prescribing guidelines, policies and procedures.
 - The 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.

15.2. Dental Service Descriptions:

15.2.1. General:

- All inmates/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 teeth only (1,2, 3 or more surfaces).
- 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 UM process.

15.2.2. Diagnostic/Preventative Dentistry by Primary Dentist:

- Initial/periodic oral examination;
- Development of treatment plan;
- Intra-Oral cancer examination;
- Visual aids; and
- Consultations.

15.2.3. Dental X-Rays (Department-owned equipment):

- Bitewing;
- Single; and
- Other – X-Rays:
 - a. Full Mouth; and
 - b. Panoramic.

15.2.4. Prophylaxis by Dental Hygienist:

- Oral hygiene instruction;
- Oral scaling by inmate/patient request per Dental PPDs, treatment guidelines and procedures; and
- Oral examination and referral to primary dentist when indicated

15.2.5. Endodontics (Root Canal Therapy) by Primary Dentist per Dental PPDs, treatment guidelines and procedures.

15.2.6. Oral Surgery by Primary Dentist:

- Single tooth extraction;
- Surgical extraction-erupted tooth;
- Surgical extraction-soft tissue impaction;
- Surgical extraction-partial bony impaction; and
- Surgical extraction-full bony impaction.

15.2.7. Periodontics (Gum Treatment) by Primary Dentist:

- Occlusal adjustment-limited.

15.2.8. Major Restorative Dentistry by Primary Dentist:

- Re-cement existing fixed prosthetics; and
- Re-cement existing post, core and crown.

15.2.9. Prosthodontics (dentures) by Primary Dentist: Services shall include, but are not limited to, and shall be subject to Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures of the following:

- Complete dentures (upper or lower);
- Partial denture; and
- Night guard appliance.

16. Current NH Department of Corrections Dental Services Staffing: One (1) FTE = 40 hours

| Agency/Location | Position | FTE |
|---------------------|----------------------------|------|
| NHSP-M, SPU and RTU | Staff Dentists | 1.2 |
| | Dental Hygienist | 0.95 |
| | Dental Assistant | 3.4 |
| NHSP-W | Staff Dentists | 0.2 |
| | Dental Hygienist | 0.2 |
| | Dental Assistant | 0.2 |
| NCF | Staff Dentist | 1.0 |
| ALL SITES | Chief Dental Officer (CDO) | 1.0 |
| | Dental Office Manager | 1.0 |

Note: Transitional housing services are provided with dental services via the same gender Departmental facility closest to their address.

17. Proposed Dental Staffing Services:

The proposed staffing includes current contract positions and incorporates state positions into contracted positions:

17.1. Chief Dental Officer (CDO): travels to all prison sites to provide clinical supervision to Contractor dental staff, including staff dentists, oral surgeon, dental office manager, hygienists and dental assistants. The Chief Dental Officer participates 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. The Chief Dental Officer performs 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, endodontics (limited), 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.

17.1.1. The 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:

- a. Continuous Quality Improvement initiatives and routine professional peer review;
- b. Participates in periodic Continuous QI meetings on its MFSS to review measures of performance and to develop, monitor and measure quality improvement outcomes;
- c. 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;

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- d. 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;
 - e. 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.
 - f. Upon the Department's Division of Medical & Forensic Services request, the Chief Dental Officer shall investigate complaints made by inmates/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;
 - g. If appropriate, participate in the Department's Division of Medical & Forensic Services mortality and morbidity review process; and
 - h. Participate in the Pharmacy & Therapeutics and Infection Control Committees.
- 17.1.2. The 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:
- a. Participating in utilization management practices for all dental clinical services;
 - b. Assure inmate/patients receive timely, appropriate and coordinated dental services to optimize inmate/patient outcomes;
 - c. Ensure necessary care is provided in a cost effective manner consistent with appropriate standards of care;
 - d. 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.
- 17.2. Staff Dentist(s): performs 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, endodontics (limited), prosthetics (complete and partial dentures, primarily removable) and hygiene (prophylaxis and root planing).
- 17.3. Oral Surgeon(s): performs all aspects of oral surgery including but not limited to examination and triage and complicated extractions.
- 17.4. Hygienist: performs oral scaling, examinations and related dental procedures, takes radiographs as indicated and recommends referrals to dental staff for follow up dental treatment and provides written rationale for recommended staffing levels based on census figures provided.
- 17.5. Dental Office Manager credentialed as a Certified Dental Assistant: performs all scheduling of appointments, oversees ordering of all dental supplies, assists the Chief Dental Officer in scheduling staff monthly, supervises the dental assistants and provides dental assistant services as necessary, facilitates initiatives as instructed by the Chief Dental Officer under the direction of the Department's Division of Medical & Forensic Services and in line with appropriate practice.
- 17.6. Dental Assistant(s): performs all chair-side dental assistance, inventories supplies and dental tools and performs equipment maintenance sterilization tasks under the supervision of the Chief Dental Officer and Dental Office Manager.

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18. Requested Dental Staffing Pattern:

| Facility/Location | Position | Full Time Positions |
|-----------------------------|----------------------------|---------------------|
| NHSP-M, SPU and RTU, NHSP-W | Staff Dentist(s) | 1.4 |
| | Dental Assistant(s) | 3.6 |
| NHSP-M | Oral Surgeon | .2 |
| NCF | Staff Dentist | 1.0 |
| | Dental Assistant | 1.0 |
| ALL SITES | Chief Dental Officer (CDO) | 1.0 |
| | Dental Hygienist(s) | 1.15 |
| | Dental Office Manager | 1.0 |

Note: All staff associated with this service may be deployed to other sites as needs arise to achieve the goals of the Department.

19. Medical Record Services Program:

19.1. The Contractor shall be responsible for the following services:

19.1.1. Maintenance of complete inmate/patient record files for each inmate/patient to accurately document all health, dental, sex offender treatment and psychiatric services provided throughout the period of incarceration/hospitalization.

19.2 Service Descriptions:

19.2.1. General:

- A medical and dental record will be created and maintained by Medical Record Technicians (MRTs) for all inmates/patients per NH Department of Corrections policies and procedures;
- Health records of inmates/patients with prior admissions will be retrieved Monday-Friday from the Division of Medical & Forensic Services secure storage facility;
- Appointments for all scheduled physician, psychiatrists, APRNs, physical therapy, laboratory and optometry providers will be entered into CORIS (Corrections Information System) the Departments' electronic offender management system, by MRT staff;
- Appointment notices for the above scheduled appointments will be generated from CORIS and sent to inmates/patients by MRT staff. An appointment schedule for each provider will be printed and given to providers daily and CORIS will be updated to account for refusals/no shows;
- Health records will be pulled daily for provider appointments and returned to files by the end of day;
- All medical record forms and reports will be filed daily by MRTs in the appropriate sections of the medical record;
- All intake history and physicals will be scheduled by the MRTs at designated prison receiving facilities;
- Upon release of inmates/patients the applicable health record will be retained and stored based on the Department's Division of Medical & Forensic Services policy and procedures;

**Scope of Services
Exhibit A**

- The Medical Record Supervisor and MRTs will be responsible for controlling access to the Division's health records as determined by the Department's Division of Medical & Forensic Services policy and procedures to ensure state and federal confidentiality laws are followed;
- Transfer of Division records between the Department's facilities according to policies and procedures;
- Facilitate review of inmate/patient records by internal Department Staff and others such as the Attorney General's office, private attorneys, inmates, patients, etc. according to policies and procedures;
- Processing of all release of information requests from the Division's provider staff;
- Processing all disclosure and copying of the Division's health records according to policies and procedures; and
- Processing all consultations written by the Division's provider staff.

20. Current NH Department of Corrections Medical Record Services Staffing: One (1) FTE = 40 hours

| Facility Location | Position | # Full Time Equivalent |
|-------------------|---------------------------|------------------------|
| NHSP-M | Medical Record Technician | 3.3 |
| SPU | Medical Record Technician | 0.2 |
| NHSP-W | Medical Record Technician | 0.0 |
| NCF | Medical Record Technician | 1.75 |
| ALL SITES | Medical Record Supervisor | 1.0 |

21. Proposed Medical Record Staffing Services:

The requested positions replace the existing state positions and are not an adjunct to the state positions.

21.1. **Medical Record Supervisor (MRS):** travels to all prison sites to provide administrative supervision to Contractor medical record staff to include medical record technicians. The Medical Record Supervisor participates in Medical Record-Forms Committee meetings, provides oversight to medical record services provided; completes health record reviews to ensure compliance to PPDs, policies and procedures, recommends changes to policies for improvement of service delivery, participates in the creation and revision of policies and procedures and completes performance evaluations annually. Other duties include responsibility for ensuring the medical record staff schedule is adequate for coverage at all facilities and developing Continuous Quality Improvement benchmarks for tasks such as release of information turnaround times, loose filing turnaround times, compliance with scheduling laboratory and optometry appointments, etc. The Medical Record Supervisor will perform all aspects of medical record services.

- 21.1.1. The Medical Record Supervisor shall be an integral part of the Contractor/Division's QI program by participating and/or facilitating the following:
- a. Continuous quality improvement initiatives relating to medical record services;
 - b. Participate in periodic Continuous Quality Improvement meetings on its MFSS to review measures of performance and to develop, monitor and measure quality improvement outcomes;
 - c. Conduct reviews in the medical record service areas to monitor the medical record services provided, collect, trend and disseminate data, develop and monitor corrective action plans and facilitate communication between all medical record service facilities/locations;

Promoting Public Safety through Integrity, Respect and Professionalism

- d. 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; and
 - e. Upon the Department's Division of Medical & Forensic Services request, the Medical Record Supervisor shall investigate complaints made by inmates/patients or other persons in interest regarding any aspect of medical record services 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 specific action(s) with regard to the complaint.
- 21.2. **Medical Record Technician:** performs all aspects of medical record services including but not limited to: creation and maintenance of health records, utilizing CORIS to generate provider appointments and appointment notices, retrieval and return of health records for provider appointments, filing of all loose health record documentation, processing community consultation requests, generating release of information forms, copying and disclosure of the Departments Division of Medical & Forensic Services health records to internal and external customers and facilitate transfer of records between Department facilities/locations.
- 21.3. **Medical Records Staff:** shall facilitate all appropriate functions as described in the RFP in the event the Department adds additional records either hard copy or electronic to the overall system of records management.

22. Requested Medical Record Staffing Pattern:

| Descriptor | Position | # Full Time Equivalent (FTE) |
|------------|---------------------------|------------------------------|
| NHSP-M | Medical Record Technician | 3.3 |
| SPU | Medical Record Technician | 0.2 |
| NHSP-W | Medical Record Technician | 0.2 |
| NCF | Medical Record Technician | 1.50 |
| ALL SITES | Medical Record Supervisor | 1.0 |

Note: Alternative staffing patterns for medical records may be provided with a descriptor as to how the responsibilities will be met utilizing the Vendors proposed staffing pattern

23. Current NH Department of Corrections Nursing Services Staffing:

The nursing staff provides general and/or specialized nursing duties in the care and treatment of the State's inmates and the non-adjudicated residents of the Secure Psychiatric Unit (SPU) to deliver the appropriate healthcare services using a multi-discipline approach for the New Hampshire Department of Corrections.

24. Proposed Nursing Staffing Services:

The NH Department of Corrections seeks a more innovative and alternative solution to continue to provide reliable, high quality while being cost effective with services to the NH Department of Corrections prison facilities by acquiring Nursing Services and other recognized nursing/medical disciplines to include a Director of Nursing (DON), Advanced Practice Registered Nurses (APRN), Nurse Managers (NM), Registered Nurses (RN), Licensed Practical Nurses (LPN) and other recognized nursing/medical disciplines necessary to facilitate the scope of services requested in the RFP.

Scope of Services
Exhibit A

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

24.1. The Contractor shall be responsible for the following services.

- 24.1.1. Services shall be provided upon request of the Director of Medical & Forensic Services (Division Director) or designee who must be a State employee. The State retains professional and administrative responsibility for services rendered as required by applicable statutes and regulations in tandem with the successful Contractor.
- 24.1.2. The Director of Nursing (DON) shall be accountable to the Director of Medical & Forensic Services as well as the Contractor.
- 24.1.3. Services shall be provided per the policies and procedures of the NH Department of Corrections in line with American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC) and mutually agreed upon nursing procedures established by the Contractor and the Department.
- 24.1.4. The Contractor shall provide only those Correctional Nursing Professionals and other recognized nursing/medical disciplines who maintain valid professional licenses, certifications and/or qualifications required by law for the performance of the services required. No nursing professional shall provide services to the NH Department of Corrections without the proper licensure documentation required by Federal, State or local law.
- 24.1.5. The NH Department of Corrections shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.
- 24.1.6. The Director of Nursing shall be responsible for on-site administrative supervision and coordination of health services.
- 24.1.7. In performing the services specified by the NH Department of Corrections, the Correctional Nursing professionals and any other recognized nursing/medical disciplines are and shall remain employees of the Contractor. The Contractor shall pay all wages and benefits on behalf of the Correctional Nursing Professionals. The Contractor shall pay all Federal and State taxes to include Federal Social Security and State Unemployment Compensation taxes.
- 24.1.8. The NH Department of Corrections medical/administrative staff shall not be required and/or requested by the Contractor to enter into legal Contracts, Agreements and/or Obligations on the behalf of the Department of Corrections.
- 24.1.9. The Contractor, not the State, shall be responsible for expenses incurred by the Correctional Nursing Professionals and other recognized nursing/medical disciplines for and maintaining current Federal and State licensures, certifications and continuing education costs.
- 24.1.10. A temporary nursing firm may be utilized for start up purposes, but shall not function as the primary staffing services post six (6) months start of Contract.
- 24.1.11. The Contractor shall ensure, at a minimum, that the following requirements are met by any staff placed at a NH Department of Corrections facility/location:
 - a. Valid license as an APRN, LPN issued by the NH Board of Nursing or or possession of a multi-state license which recognizes as a Nurse Licensure Compact State;
 - b. Maintain a current Cardiopulmonary Resuscitation (CPR) Certificate for the life of the Contract and any renewals thereof;

- c. Prior employment verifications, up to a maximum of three (3), to include: date employed, date separated and reason for separation;
 - d. Health exam and or screening to ensure that they are fit for the duties to be performed, they can respond to a housing unit with twenty-seven (27) pounds of equipment within four (4) minutes and they are free of infectious or communicable diseases. The Contractor shall certify in writing that all health screens and exams have been accomplished;
 - e. Criminal history record check and fingerprints shall be conducted on all Correctional Nursing and other recognized nursing/medical disciplines personnel. This check shall be conducted prior to their assignment of a NH Department of Corrections facility/location.
- 24.2. **Qualifications:** In addition to the required licenses and/or certifications, Contractor staff assigned to the NH Department of Corrections facilities/locations shall have the minimum experiences outlined for these specified positions below.
- 24.2.1. **Director of Nursing:**
- a. Master certificate or Master's degree in an area of nursing or healthcare management from a recognized college institute or university;
 - b. Eight (8) years professional nursing experience in the field appropriate to nurse management with a preference in correctional nursing;
 - c. Certification by the American Nurses Association in Nursing Administration; and
 - d. Excel in written and verbal communication.
- 24.1.2.2. **Advanced Practice Registered Nurses (APRN):**
- a. Master's degree or its equivalent from a recognized college institute or university and graduation from an advanced practice registered nurse program;
 - b. Five (5) years of professional nursing experience in the field appropriate to the position for which recruitment is conducted; and
 - c. Advanced Practice Registered Nurse license and current Drug Enforcement Administration (DEA) certification.
- 24.2.3. **Nurse Manager (NM):**
- a. Bachelor's degree from a recognized college or university;
 - b. Three (3) years experience as a registered nurse in the field appropriate to the position for which recruitment is conducted, correctional experience preferred;
 - c. Licensure as a Registered Nurse; and
 - d. Certification by the American Nurses Association in Nursing Administration or a specialty that is consistent with the job accountabilities and appropriate to the institution or agency in which the vacancy exists.
- 24.2.4. **Registered Nurse (RN):**
- a. Graduate from a recognized nursing program; and
 - b. Licensure as a Registered Nurse.
- 24.2.5. **Licensed Practical Nurse (LPN):**
- a. Graduate from a recognized nursing program; and
 - b. Licensure as a Practical Nurse.
- 24.3. **Attire:** The State reserves the right to determine appropriate professional attire which shall include but not limited to scrubs, warm-up jackets and lab coats and the State shall not provide nor be financially responsible for the cost of such items.
- 24.4. **Personnel:** The Contractor shall provide all nursing disciplines as outlined in Exhibit B in addition to other recommended nursing disciplines to respond to the scope of services. The State and the Contractor shall have joint responsibility for staffing patterns. In addition, the Contractor shall provide the following for each NH Department of Corrections facility:

- 24.4.1. RN(s) to be on duty at all times for assessments that can be performed only within the NH Board of Nursing RN scope of practice to include but not limited to nursing sick call triage, emergency runs, mental health and restraint assessments and resident individual and group education; and
- 24.4.2. RN(s) to be assigned infectious control and chronic care duties.
- 24.5. *Emergency Contact:* The Contractor shall identify a staffing person with seven (7) days a week, twenty-four (24) hours a day, availability within the scope of the staffing pattern proposed whose function will include the following staff scheduling:
 - 24.5.1. Facilities/locations may request services at any time, including weekends and holidays if needed. **Telephone answering devices (message machines) are not acceptable.**
 - 24.5.2. There shall also be an emergency contact person when the staffing person is off duty in the event that one or more assigned personnel fail(s) to report to the facility as scheduled, the Vendor shall be responsible to provide replacement personnel within three (3) hours.
- 24.6. *Medication Administration:* The nursing coverage shall provide for nurse administration of all pill line medications at all sites to all identified housing units. The NH State Prison for Women, Secure Psychiatric & Residential Treatment Units, Northern Correctional Facility all currently provide for centralized medication distribution via nursing staff on a four (4) call system (referred to as A, B, C & D calls). The NH State Prison for Men due to its physical limitations must utilize a decentralized system of medication distribution for pill line medication which involves distribution within housing units to multiple custody levels.
 - 24.6.1. Nursing administration shall administer the following potential quantities of medication with variability based on clinical orders by call, by housing unit, not by person:
 - a. Housing Unit: Closed Custody Unit (CCU), NHSP-M – C4 Step Down from Maximum:

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

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

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

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

**Scope of Services
Exhibit A**

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

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

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

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

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

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

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

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

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

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

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

- 24.6.2. Respondents may consider working with our current Vendors to negotiate a change in the number of call times but recognize that the current system is a four (4) call system with the expectation that the successful Contractor shall provide for staffing to facilitate our current process.
- 24.6.3. Each Unit will have a secure area designated for the Medication Administration Area to hold items such as:
- Medication cart;
 - Hardened exterior door;
 - Shelving for med set up and documentation in the Medication Administration Record;
 - Officer to supervise the medication line and perform mouth checks;
 - Locked cabinets in the secure area to hold medication administration supplies; and
 - Secure areas are keyed only for nursing personnel.
- 24.6.4. Vendors can propose appropriately licensed/certified staff to conduct the medication administration in their cost and staffing proposal.
- 24.6.5. NHSP-M currently has a sixteen (16) bed infirmary and six (6) negative pressure rooms (used for suicide precautionary watch and medical quarantines). The NHSP-M infirmary also provides for the females under the custody of the Department as there is not stand alone infirmary at the NHSP-W.
- 24.6.6. The Vendor's staffing proposal for the NHSP-M, average population of 1322, shall provide for twenty-four (24) hour coverage for both of the infirmary areas (Inpatient and Outpatient) responsibilities in include but not limited to:
- Triage – Nursing Sick call;
 - Medication administration;
 - Suicide risk clearance during off-shifts from mental health for our maximum security housing unit;
 - Emergency Unit Response;
 - Outpatient Clinics;
 - Inpatient Infirmary; and
 - Any other related inmate/patient care duties or functions as assigned.
- 24.6.7. NHSP-W currently has two (2) treatment rooms and a dry cell to provide precautionary watch until moved to the NHSP-M or SPU. Inpatient services are provided by NHSP-M.
- 24.6.8. Vendor's staffing proposal for the NHSP-W, average population of 105, provide for twenty-four (24) hour coverage. Responsibilities to include by not limited to:
- Triage – Nursing Sick call (inclusive of Shea farm);
 - Medication Administration;
 - Emergency Unit Response;

- d. Outpatient Clinics;
 - e. Coverage at Shea Farm at least 1 day per week; and
 - f. Any other related inmate/patient care duties or functions as assigned.
- 24.6.9. NCF currently has an eight (8) bed infirmary, two (2) negative pressure rooms, and six (6) isolation rooms (used for suicide pre-cautionary watch and medical quarantines).
- 24.6.10. The Vendor's staffing proposal for the NCF, average population of 626, shall provide for twenty-four (24) hour coverage for both the infirmary areas (Inpatient and Outpatient). Responsibilities to include by not limited to:
- a. Triage – Nursing Sick call;
 - b. Medication Administration;
 - c. Emergency Unit Response;
 - d. Outpatient Clinics;
 - e. Inpatient Infirmary;
 - f. Any other related inmate/patient care duties or functions as assigned.
- 24.6.11. SPU currently has forty (40) inpatient psychiatric beds and RTU has twenty (20) inpatient treatment beds in addition to three (3) negative pressure rooms used for suicide pre-cautionary watch, three (3) seclusion rooms and one (1) restraint room. SPU is the only site that provides for medical restraints for out of control self injurious behaviors. All other restraints in the prison system are security based. SPU and RTU share the same building space and are currently being renovated to increase RTU bed space by twenty (20) or more beds.
- 24.6.12. The Vendor's SPU/RTU staffing proposal shall provide for twenty-four (24) hour coverage for both areas. Responsibilities to include but not limited to:
- a. Participate as a member of the inter-disciplinary team in developing and implementing treatment plans;
 - b. Triage – Nursing Sick call;
 - c. Preferred specialty in psychiatric nursing care
 - d. Training and experience in use of involuntary treatments per NH State laws and nursing procedure;
 - e. Emergency Unit Response;
 - f. Outpatient Clinics; and
 - g. Any other related inmate/patient care duties or functions as assigned.
- 24.6.13. The NH Department of Corrections carries several contracts for the provision of imaging, laboratory services and other areas as needed. The Contractor staff shall be required to continue to facilitate these services on-site with the other ancillary contracted Vendors and their staff and work collaboratively with the other State staff employed to provide additional medical services as well as other contracted Vendor staff.

The remainder of this page is intentionally blank.

25. Proposed Nursing Services Schedule:

The Contractor shall provide, at a minimum, Nursing Services and any other recognized nursing disciplines for the following required shifts listed below in their proposed staffing plan in addition to the other disciplines the Contractor deems necessary to meet the scope of services.

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

- 25.1. One (1) FTE shall represent forty (40) hours a week with a mutually agreed upon schedule between the Contractor and the Department to ensure delivery of nursing services unless otherwise specified in the table above.
- 25.2. A member of the Nursing staff will be required to conduct sick call at our Transitional Housing Services for women at a minimum of one (1) day per week during our first shift to facilitate appropriate medical triage for C-2 classified inmates. The Contractor should provide a narrative of any further charts to display how the proposed nursing staff pattern will meet the scope of services of the Department as described in the RFP as well as to ensure nursing administered medications, proper staffing of the infirmary areas, and outpatient nursing triage and appointments for on-going healthcare (**).
- 25.3. The Contractor shall provide in Exhibit B a staffing pattern inclusive of those indicated as well as other nursing and medical disciplines proposed by the Contractor to meet the required scope of services.
- 25.4. The staffing will be established to ensure the most appropriate continuity of care with gender responsiveness.
- 25.5. Alternatives to the Court Order requirement must be clearly articulated as these suggestions will have to be vetted with our Attorney General's representatives to ensure continued compliance and acceptance of NH Legal Assistance prior to consideration by the Department.
- 25.6. The existing NH Department of Corrections Nursing staff shall be given first right of opportunity for consideration, to include location of service, by the Contractor if they meet the qualifications of the position proposed.
- 25.7. The Contractor shall provide, at a minimum, Nursing Services as identified in the Scope of Services, Exhibit A, Section twenty-five (25), Proposed Nursing Services Schedule, above. Any Vendor proposal that does not meet this requirement shall be deemed "Technically Non-Compliant."

26. General Service Provisions:

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

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

- 26.8 Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:
- 26.8.1. 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;
 - 26.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 23.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
 - 26.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 26.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 26.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
 - 26.9.2. Monitoring compliance with the terms of the Contract;
 - 26.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
 - 26.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 26.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 26.10. Reporting Requirements:
- 26.10.1. The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
 - 26.10.1.1. Annual affirmation of appropriate credentialing of the contracted employees;
 - 26.10.1.2. Results of Continuous Quality Improvements;
 - 26.10.1.3. Breakdowns of billings;
 - 26.10.1.4. Quarterly detail billings; and
 - 26.10.1.5. Monthly MFSS reports.
 - 26.10.2. It is the intent of the NH Department of Corrections to work with any Contractor to provide any reporting required that meet the Department's needs.
 - 26.10.3. The NH Department of Corrections welcomes suggestion from Contractors that would result in a more efficient administration of any Contract resulting from this RFP.
 - 26.10.4. Any information requested would be specific to the inmate/patient population.

26.11. Performance Evaluation:

26.11.1. The NH Department of Corrections Division of Medical & Forensic Services shall, at its discretion:

- a. 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 (8.22 through 8.24) to include at minimum ninety (90%) staff position retention for the life of the Contract and any renewals thereof;
 - On hundred percent (100%) of the transition for all services is completed with thirty (30) days.
- b. Meet with the Contractor at a minimum monthly for the first six months of the contract, bimonthly for the next six 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;
- c. Review reports submitted by the Contractor and shall determine the acceptability of the reports. If they are not deemed acceptable, the Division of Medical & Forensic Services shall notify the Contractor and explain the deficiencies;
- d. Request additional reports the Department's Division of Medical & Forensic Services deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
- e. 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 Division of Medical & Forensic Services or its agent of the Contractor's records.
- f. Perform audits may, at a minimum, include a review of the following:
 - claims 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
 - clinical protocols to include related Continuous Quality Improvement requirements.
- g. Give the Contractor prior notice of any on site-visit by the Department's Division of Medical & Forensic Services or its agent(s) to conduct an audit, and further notify the Contractor of any records which the Division or its agent may wish to review;
- h. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
- i. Terminate the contract, if the NH Department of Corrections determines that the Contractor is:
 - not in compliance with the terms of the Contract;

- has lost or has been notified of intention to lose their accreditation and/or licensure;
- has lost or has been notified of intention to lose their federal certification and/or licensure;
- or terminate the contract as otherwise permitted by law.

27. Other Contract Provisions:

- 27.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
- 27.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
- 27.1.1.1. Not in compliance with the terms of the Contract, or;
- 27.1.1.2. As otherwise permitted by law or as stipulated within this Contract.
- 27.2. Coordination of Efforts: The Contractor shall fully coordinate the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.
- 27.3. Staffing Pattern: **The Contractor shall not reduce the current requested staffing patterns based on a proposed implementation of an Electronic Medical Record system.**

28. Bankruptcy or Insolvency Proceeding Notification:

- 28.1. 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.
- 28.2. 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.

29. Embodiment of the Contract:

- 29.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 29.1.1. Request for Proposal (RFP) and any amendments thereto;
- 29.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
- 29.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
- 29.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1.3. shall govern.
- 29.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

30. Cancellation of Contract:

- 30.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Contractor with a written notice of such cancellation.

- 30.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 30.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 30.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

31. Contractor Transition:

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

32. Audit Requirement:

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

33. Additional Items/Locations:

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

34. Information:

- 34.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 34.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.
- 34.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.
- 34.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 34.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

35. Public Records:

NH RSA 99-1:A, guarantees every person access to all public records. This RSA provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

36. Special Notes:

- 36.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 36.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 36.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 36.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 36.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 36.4.2. Secure the contractor's written agreement to the proposed changes.
- 36.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or Price Limitation" of the Agreement.
- 36.6. The Contractor must be equipped to provide handicap access to services as per the American's with Disabilities Act and the Governor's Commission on Disability.
- 36.7. The Contractor shall not reduce the current requested staffing patterns based on a proposed implementation of an Electronic Medical Record system.

The remainder of this page is intentionally blank.

25. Proposed Nursing Services Schedule:

The Contractor shall provide, at a minimum, Nursing Services and any other recognized nursing disciplines for the following required shifts listed below in their proposed staffing plan in addition to the other disciplines the Contractor deems necessary to meet the scope of services.

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

- 25.1. One (1) FTE shall represent forty (40) hours a week with a mutually agreed upon schedule between the Contractor and the Department to ensure delivery of nursing services unless otherwise specified in the table above.
- 25.2. A member of the Nursing staff will be required to conduct sick call at our Transitional Housing Services for women at a minimum of one (1) day per week during our first shift to facilitate appropriate medical triage for C-2 classified inmates. The Contractor should provide a narrative of any further charts to display how the proposed nursing staff pattern will meet the scope of services of the Department as described in the RFP as well as to ensure nursing administered medications, proper staffing of the infirmary areas, and outpatient nursing triage and appointments for on-going healthcare (**).
- 25.3. The Contractor shall provide in Exhibit B a staffing pattern inclusive of those indicated as well as other nursing and medical disciplines proposed by the Contractor to meet the required scope of services.
- 25.4. The staffing will be established to ensure the most appropriate continuity of care with gender responsiveness.
- 25.5. Alternatives to the Court Order requirement must be clearly articulated as these suggestions will have to be vetted with our Attorney General's representatives to ensure continued compliance and acceptance of NH Legal Assistance prior to consideration by the Department.
- 25.6. The existing NH Department of Corrections Nursing staff shall be given first right of opportunity for consideration, to include location of service, by the Contractor if they meet the qualifications of the position proposed.
- 25.7. The Contractor shall provide, at a minimum, Nursing Services as identified in the Scope of Services, Exhibit A, Section twenty-five (25), Proposed Nursing Services Schedule, above. Any Vendor proposal that does not meet this requirement shall be deemed "Technically Non-Compliant."

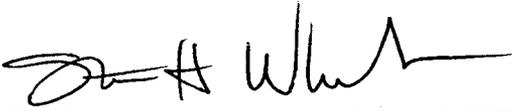
Promoting Public Safety through Integrity, Respect and Professionalism

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

1. Signature Page

The Vendor proposes to provide Health Services Professional Services for the New Hampshire Department of Corrections (NHDOC) inmates/patients in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.7 - Completion Date.



March 23, 2012

AUTHORIZED SIGNATURE

DATE

Steven H. Wheeler, President & Chief Operating Officer

NAME AND TITLE OF SIGNOR (Please Type)

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

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a "BEST AND FINAL OFFER" from vendors submitting acceptable and/or potentially acceptable proposals. The "BEST AND FINAL OFFER" would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

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2. Medical Treatment Service Sections Budget Totals (Budget Sheets):

Add totals from your budget schedules for each year for the Treatment Section for which you are submitting a proposal. Do NOT include the On-Call Costs.

2.1. NAME OF THE TREATMENT SECTION: MEDICAL SERVICES

2.2 Contract Period Estimated Yearly Costs:

(This section is a factor of the price category determinant of the Contract Award.)

| | | |
|--|----|------------------|
| 2.2.1. Estimated Total Cost Year 1: | \$ | <u>610,477</u> |
| 2.2.2. Estimated Total Cost Year 2: | \$ | <u>626,146</u> |
| 2.2.3. Estimated Total Cost Year 3: | \$ | <u>645,886</u> |
| 2.2.4. Estimated Total Cost Year 4: | \$ | <u>666,325</u> |
| 2.2.5. Contract Period Estimated Total Cost: | \$ | <u>2,548,834</u> |

2.3 Possible Extention Period Yearly Costs

(This section may be considered as a factor of the price category determinant of the Contract Award.)

| | | |
|--|----|------------------|
| 2.3.1. Estimated Total Cost Year 5: | \$ | <u>687,492</u> |
| 2.3.2. Estimated Total Cost Year 6: | \$ | <u>711,555</u> |
| 2.3.3. Possible Extention Period Total Cost: | \$ | <u>1,399,047</u> |

2.4. **Estimated Staff Budget:** *(Attach Vendor Provided Detailed Worksheets Here)*

2.4.1. Proposal for Treatment Section: **MEDICAL SERVICES**

2.4.2. Position(s) & Quantity:

| TITLE | # FTE |
|-----------------------|------------|
| Chief Medical Officer | 1.0 |
| Staff Physician | 1.3 |
| Total | 2.3 |

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

2.4.3. Definitions:

- 2.4.3.1. Compensation: Salaries and Benefits (indicate merit increases in your proposals by percentages).
- 2.4.3.2. Professional Development: Continuing Education expenses (in your submittal please define the number of hours and or total dollar amount per annum for each provider.)
- 2.4.3.3. Travel Expense: Mileage Reimbursement (maximum of current IRS standard per mile), lodging, meals. Mileage reimbursement will used for continuing education sessions, meetings as required by NH Department of Corrections, court appearances, on-call call backs, and providers who must travel to sites that are not designated as their facility in which they are routinely assigned.
- 2.4.3.4. Program Support: All expenses related to treatment materials such as software, reference books and other clinically necessary tools.
- 2.4.3.5. Recruitment Costs: Costs associated with advertisements and expenses related to relocation of new recruits.
- 2.4.3.6. Indirect Expenses: Preference will be given to Vendors with the lowest indirect cost percentages. NH Department of Corrections is targeting a cap at 12%.

2.4 Estimated Staff Budget: (Attach Vendor Provided Detailed Worksheets Here)

2.4.1 Proposal for Treatment Section: MEDICAL SERVICES

2.4.2 Position(s) & Quantity:

| <u>Job Title</u> | <u>Location</u> | <u>Shift</u> | <u>Sunday</u> | <u>Monday</u> | <u>Tuesday</u> | <u>Wednesday</u> | <u>Thursday</u> | <u>Friday</u> | <u>Saturday</u> | <u>Total shifts</u> | <u>Hours per week</u> | <u>FTE</u> |
|-----------------------|-----------------|--------------|---------------|---------------|----------------|------------------|-----------------|---------------|-----------------|---------------------|-----------------------|------------|
| Chief Medical Officer | ALL | Day | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | 5.00 | 40.00 | 1.00 |
| Staff Physician | ALL | Day | | 1.30 | 1.30 | 1.30 | 1.30 | 1.30 | | 6.50 | 52.00 | 1.30 |
| Total | | | - | 2.30 | 2.30 | 2.30 | 2.30 | 2.30 | - | 11.50 | 92.00 | 2.30 |

Promoting Public Safety through Integrity, Respect and Professionalism

Vendor: T. Sullivan
TSU

2.5. Proposal for Treatment Section: MEDICAL SERVICES

2.5.1. Position(s): Chief Medical Officer FTE 1.00

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total |
|--------------------------------------|------------|------------|------------|------------|------------|------------|--------------|
| Estimated Expenses Per Position | \$ 274,080 | \$ 281,222 | \$ 290,151 | \$ 299,399 | \$ 308,984 | \$ 319,798 | \$ 1,773,634 |
| Compensation: | | | | | | | |
| Salaries 3% increase | \$ 216,320 | \$ 222,810 | \$ 229,494 | \$ 236,379 | \$ 243,470 | \$ 251,992 | \$ 1,400,464 |
| Benefits 13% | \$ 28,489 | \$ 29,720 | \$ 31,066 | \$ 32,499 | \$ 34,028 | \$ 35,219 | \$ 191,022 |
| Total Compensation | \$ 244,809 | \$ 252,530 | \$ 260,560 | \$ 268,878 | \$ 277,498 | \$ 287,211 | \$ 1,591,485 |
| Other Direct Expenses: | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ 174 | \$ 179 | \$ 185 | \$ 190 | \$ 196 | \$ 203 | \$ 1,128 |
| Program Support | \$ 2,133 | \$ 847 | \$ 864 | \$ 882 | \$ 899 | \$ 931 | \$ 6,556 |
| Recruitment | \$ 165 | \$ 168 | \$ 172 | \$ 175 | \$ 179 | \$ 185 | \$ 1,044 |
| Indirect Costs 10% | \$ 26,799 | \$ 27,497 | \$ 28,370 | \$ 29,275 | \$ 30,212 | \$ 31,269 | \$ 173,422 |
| Total Expenses | \$ 274,080 | \$ 281,222 | \$ 290,151 | \$ 299,399 | \$ 308,984 | \$ 319,798 | \$ 1,773,634 |

Footnotes:
Refer to the Budget narratives for descriptions regarding the line items in the above Exhibit

2.5.2. Position(s): Staff Physician FTE 1.30

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total |
|--------------------------------------|------------|------------|------------|------------|------------|------------|--------------|
| Estimated Expenses Per Position | \$ 258,767 | \$ 265,326 | \$ 273,643 | \$ 282,250 | \$ 291,160 | \$ 301,351 | \$ 1,672,497 |
| Compensation: | | | | | | | |
| Salaries 3% increase | \$ 259,800 | \$ 267,594 | \$ 275,622 | \$ 283,891 | \$ 292,408 | \$ 302,642 | \$ 1,681,957 |
| Benefits 16% | \$ 40,491 | \$ 42,050 | \$ 43,744 | \$ 45,536 | \$ 47,435 | \$ 49,096 | \$ 268,351 |
| Total Compensation | \$ 300,291 | \$ 309,644 | \$ 319,366 | \$ 329,427 | \$ 339,843 | \$ 351,737 | \$ 1,950,308 |
| Other Direct Expenses: | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ 226 | \$ 233 | \$ 240 | \$ 247 | \$ 255 | \$ 264 | \$ 1,466 |
| Program Support | \$ 2,773 | \$ 1,101 | \$ 1,124 | \$ 1,146 | \$ 1,169 | \$ 1,210 | \$ 8,522 |
| Recruitment | \$ 215 | \$ 219 | \$ 223 | \$ 228 | \$ 232 | \$ 240 | \$ 1,357 |
| Indirect Costs 10% | \$ 32,892 | \$ 33,726 | \$ 34,783 | \$ 35,877 | \$ 37,010 | \$ 38,305 | \$ 212,593 |
| Total Expenses | \$ 336,397 | \$ 344,924 | \$ 355,736 | \$ 366,925 | \$ 378,509 | \$ 391,756 | \$ 2,174,246 |

Footnotes:
Refer to the Budget narratives for descriptions regarding the line items in the above Exhibit

2.5.3. Medical Services Budget Totals:

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total |
|--------------------------------------|------------|------------|------------|------------|------------|------------|--------------|
| Estimated Expenses Per Position | \$ 265,425 | \$ 272,237 | \$ 280,820 | \$ 289,706 | \$ 298,910 | \$ 309,372 | \$ 1,716,470 |
| Compensation: | | | | | | | |
| Salaries 3% increase | \$ 476,120 | \$ 490,404 | \$ 505,116 | \$ 520,270 | \$ 535,878 | \$ 554,633 | \$ 3,082,421 |
| Benefits 14% | \$ 68,980 | \$ 71,770 | \$ 74,809 | \$ 78,035 | \$ 81,463 | \$ 84,315 | \$ 459,373 |
| Total Compensation | \$ 545,100 | \$ 562,174 | \$ 579,925 | \$ 598,305 | \$ 617,341 | \$ 638,948 | \$ 3,541,794 |
| Other Direct Expenses: | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ 401 | \$ 413 | \$ 425 | \$ 438 | \$ 451 | \$ 467 | \$ 2,594 |
| Program Support | \$ 4,905 | \$ 1,949 | \$ 1,988 | \$ 2,028 | \$ 2,068 | \$ 2,140 | \$ 15,078 |
| Recruitment | \$ 380 | \$ 387 | \$ 395 | \$ 403 | \$ 411 | \$ 425 | \$ 2,400 |
| Indirect Costs 10% | \$ 59,691 | \$ 61,223 | \$ 63,153 | \$ 65,152 | \$ 67,221 | \$ 69,574 | \$ 386,015 |
| Total Expenses | \$ 610,477 | \$ 626,146 | \$ 645,886 | \$ 666,325 | \$ 687,492 | \$ 711,555 | \$ 3,947,881 |

Footnotes:
Refer to the Budget narratives for descriptions regarding the line items in the above Exhibit

2.6 Medical On-Call Schedule and Estimated Budget (Budget Sheets):

Contract Period Estimated Yearly Costs: (This sections is a factor of the price category determinant of the Contract Award.)

2.6.1. Year 1

Monday-Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month \$ 455 / Call Back
Yearly Total: Year 1 (July 1, 2012 through June 30, 2013): \$ 39,432

2.6.2. Year 2

Monday-Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month \$ 468 / Call Back
Yearly Total: Year 1 (July 1, 2013 through June 30, 2014): \$ 40,615

2.6.3. Year 3

Monday-Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month \$ 482 / Call Back
Yearly Total: Year 1 (July 1, 2014 through June 30, 2015): \$ 41,833

2.6.4. Year 4

Monday-Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month \$ 497 / Call Back
Yearly Total: Year 1 (July 1, 2015 through June 30, 2016): \$ 43,088

Possible Extension Period Yearly On-Call Costs: (This section may be considered as a factor of the price category determinant of the contract award.)

2.6.5. Year 5

Monday-Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month \$ 512 / Call Back
Yearly Total: Year 1 (July 1, 2016 through June 30, 2017): \$ 44,381

2.6.6. Year 6

Monday-Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month \$ 527 / Call Back
Yearly Total: Year 1 (July 1, 2017 through June 30, 2018): \$ 45,712



3. Dental Treatment Service Sections Budget Totals (Budget Sheets)

Add totals from your budget schedules for each year for the Treatment Section for which you are submitting a proposal. Do NOT include the On-Call Costs.

3.1. NAME OF THE TREATMENT SECTION: DENTAL SERVICES

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

| | |
|--|---------------------|
| 3.2.1. Estimated Total Cost Year 1: | <u>\$ 737,751</u> |
| 3.2.2. Estimated Total Cost Year 2: | <u>\$ 752,345</u> |
| 3.2.3. Estimated Total Cost Year 3: | <u>\$ 775,702</u> |
| 3.2.4. Estimated Total Cost Year 4: | <u>\$ 799,865</u> |
| 3.2.5. Contract Period Estimated Total Cost: | <u>\$ 3,065,664</u> |

3.3 Possible Extention Period Yearly Costs
(This section may be considered as a factor of the price category determinant of the Contract Award.)

| | |
|--|---------------------|
| 3.3.1. Estimated Total Cost Year 5: | <u>\$ 824,869</u> |
| 3.3.2. Estimated Total Cost Year 6: | <u>\$ 853,740</u> |
| 3.3.3. Possible Extention Period Total Cost: | <u>\$ 1,678,609</u> |

3.4. **Estimated Staff Budget:** *(Attach Vendor Provided Detailed Worksheets Here)*

3.4.1. Proposal for Treatment Section: **DENTAL SERVICES**

3.4.2. Position(s) & Quantity:

| TITLE | # FTE |
|------------------------|--------------|
| Chief Dental Officer | 1.0 |
| Oral Surgeon | .2 |
| Staff Dentist | 2.4 |
| Hygienists | 1.15 |
| Dental Officer Manager | 1.0 |
| Dental Assistants | 4.6 |
| Total | 10.35 |

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

3.4.3. Definitions:

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

3.4.3.2. Professional Development: Continuing Education expenses (in your submittal please define the number of hours and or total dollar amount per annum for each provider.)

3.4.3.3. Travel Expense: Mileage Reimbursement (maximum of current IRS standard per mile), lodging, meals. Mileage reimbursement will used for continuing education sessions, meetings as required by NH Department of Corrections, court appearances, on-call call backs, and providers who must travel to sites that are not designated as their facility in which they are routinely assigned.

3.4.3.4. Program Support: All expenses related to treatment materials such as software, reference books and other clinically necessary tools.

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

3.4.3.6. Indirect Expenses: Preference will be given to Vendors with the lowest indirect cost percentages. NH Department of Corrections is targeting a cap at 12%.

3.4 Estimated Staff Budget: (Attach Vendor Provided Detailed Worksheets Here)

3.4.1 Proposal for Treatment Section: DENTAL SERVICES

3.4.2 Position(s) & Quantity:

| Job Title | Location | Shift | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Total shifts | Hours per week | FTE |
|----------------------|----------|-------|--------|-------------|-------------|-------------|-------------|-------------|----------|--------------|----------------|-------------|
| Chief Dental Officer | ALL | Day | - | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | - | 5.00 | 40.00 | 1.00 |
| Dental Hygienist | ALL | Day | - | 1.20 | 1.20 | 1.20 | 1.20 | 1.20 | - | 6.00 | 48.00 | 1.20 |
| Oral Surgeon | NHSP M | Day | - | 0.00 | 1.00 | 0.00 | 0.00 | 0.00 | - | 1.00 | 8.00 | 0.20 |
| Staff Dentist | NHSP M | Day | - | 0.47 | 0.47 | 0.47 | 0.47 | 0.47 | - | 2.33 | 18.67 | 0.47 |
| Dental Assistant | NHSP M | Day | - | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | - | 2.67 | 21.33 | 0.53 |
| Staff Dentist | NHSP W | Day | - | 0.47 | 0.47 | 0.47 | 0.47 | 0.47 | - | 2.33 | 18.67 | 0.47 |
| Dental Assistant | NHSP W | Day | - | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | - | 2.67 | 21.33 | 0.53 |
| Staff Dentist | RTU/SPU | Day | - | 0.47 | 0.47 | 0.47 | 0.47 | 0.47 | - | 2.33 | 18.67 | 0.47 |
| Dental Assistant | RTU/SPU | Day | - | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | - | 2.67 | 21.33 | 0.53 |
| Total | | | - | 5.20 | 6.20 | 5.20 | 5.20 | 5.20 | - | 27.00 | 216.00 | 5.40 |

3.5. Proposal Treatment Section: DENTAL SERVICES

3.5.1. Position(s): Chief Dental Officer FTE 1.00

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total | | |
|--------------------------------------|---------------------------------------|------------|------------|------------|------------|------------|--------------|------------|--------------|
| Estimated Expenses Per Position | \$ 203,324 | \$ 208,344 | \$ 215,086 | \$ 222,082 | \$ 229,347 | \$ 237,374 | \$ 1,315,557 | | |
| Compensation: | | | | | | | | | |
| Salaries 3% | represents how much of merit increase | | \$ 156,000 | \$ 160,680 | \$ 165,500 | \$ 170,465 | \$ 175,579 | \$ 181,725 | \$ 1,009,950 |
| Benefits 16% | \$ 24,972 | \$ 26,097 | \$ 27,334 | \$ 28,655 | \$ 30,069 | \$ 31,121 | \$ 32,248 | \$ 168,248 | |
| Total Compensation | \$ 180,972 | \$ 186,777 | \$ 192,834 | \$ 199,121 | \$ 205,648 | \$ 212,846 | \$ 1,178,198 | | |
| Other Direct Expenses: | | | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ 174 | \$ 179 | \$ 185 | \$ 190 | \$ 196 | \$ 203 | \$ 1,128 | | |
| Program Support | \$ 2,133 | \$ 847 | \$ 864 | \$ 882 | \$ 899 | \$ 931 | \$ 6,556 | | |
| Recruitment | \$ 165 | \$ 168 | \$ 172 | \$ 175 | \$ 179 | \$ 185 | \$ 1,044 | | |
| Indirect Costs 10% | \$ 19,881 | \$ 20,371 | \$ 21,031 | \$ 21,715 | \$ 22,425 | \$ 23,210 | \$ 128,632 | | |
| Total Expenses | \$ 203,324 | \$ 208,344 | \$ 215,086 | \$ 222,082 | \$ 229,347 | \$ 237,374 | \$ 1,315,557 | | |

Footnotes:
Refer to the Budget narratives for descriptions regarding the line items in the above Exhibit

3.5.2. Position(s): Oral Surgeon FTE 20

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total | | |
|--------------------------------------|---------------------------------------|------------|------------|------------|------------|------------|--------------|-----------|------------|
| Estimated Expenses Per Position | \$ 352,843 | \$ 361,778 | \$ 372,507 | \$ 383,558 | \$ 394,942 | \$ 408,765 | \$ 2,274,392 | | |
| Compensation: | | | | | | | | | |
| Salaries 3% | represents how much of merit increase | | \$ 52,000 | \$ 53,560 | \$ 55,167 | \$ 56,822 | \$ 58,526 | \$ 60,575 | \$ 336,650 |
| Benefits 21% | \$ 11,174 | \$ 11,482 | \$ 11,806 | \$ 12,140 | \$ 12,484 | \$ 12,921 | \$ 72,006 | | |
| Total Compensation | \$ 63,174 | \$ 65,042 | \$ 66,973 | \$ 68,962 | \$ 71,010 | \$ 73,496 | \$ 408,656 | | |
| Other Direct Expenses: | | | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ 35 | \$ 36 | \$ 37 | \$ 38 | \$ 39 | \$ 41 | \$ 226 | | |
| Program Support | \$ 427 | \$ 169 | \$ 173 | \$ 176 | \$ 180 | \$ 186 | \$ 1,311 | | |
| Recruitment | \$ 33 | \$ 34 | \$ 34 | \$ 35 | \$ 36 | \$ 37 | \$ 209 | | |
| Indirect Costs 10% | \$ 6,900 | \$ 7,075 | \$ 7,285 | \$ 7,501 | \$ 7,723 | \$ 7,994 | \$ 44,477 | | |
| Total Expenses | \$ 70,569 | \$ 72,356 | \$ 74,501 | \$ 76,712 | \$ 78,988 | \$ 81,753 | \$ 454,878 | | |

Footnotes:
Refer to the Budget narratives for descriptions regarding the line items in the above Exhibit

3.5.3. Position(s): Staff Dentist FTE 1.40

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total | | |
|--------------------------------------|---------------------------------------|------------|------------|------------|------------|------------|--------------|------------|--------------|
| Estimated Expenses Per Position | \$ 199,917 | \$ 204,330 | \$ 210,400 | \$ 216,652 | \$ 223,092 | \$ 230,900 | \$ 1,285,291 | | |
| Compensation: | | | | | | | | | |
| Salaries 3% | represents how much of merit increase | | \$ 211,062 | \$ 217,394 | \$ 223,915 | \$ 230,633 | \$ 237,552 | \$ 245,866 | \$ 1,366,422 |
| Benefits 18% | \$ 37,995 | \$ 39,025 | \$ 40,134 | \$ 41,277 | \$ 42,455 | \$ 43,941 | \$ 244,826 | | |
| Total Compensation | \$ 249,057 | \$ 256,419 | \$ 264,049 | \$ 271,910 | \$ 280,007 | \$ 289,807 | \$ 1,611,248 | | |
| Other Direct Expenses: | | | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ 244 | \$ 251 | \$ 259 | \$ 266 | \$ 274 | \$ 284 | \$ 1,579 | | |
| Program Support | \$ 2,986 | \$ 1,186 | \$ 1,210 | \$ 1,234 | \$ 1,259 | \$ 1,303 | \$ 9,178 | | |
| Recruitment | \$ 231 | \$ 236 | \$ 240 | \$ 245 | \$ 250 | \$ 259 | \$ 1,461 | | |
| Indirect Costs 10% | \$ 27,366 | \$ 27,971 | \$ 28,801 | \$ 29,657 | \$ 30,539 | \$ 31,608 | \$ 175,942 | | |
| Total Expenses | \$ 279,884 | \$ 286,062 | \$ 294,560 | \$ 303,313 | \$ 312,329 | \$ 323,260 | \$ 1,799,408 | | |

Footnotes:
Refer to the Budget narratives for descriptions regarding the line items in the above Exhibit

Promoting Public Safety through Integrity, Respect and Professionalism

3.5. Proposal Treatment Section: DENTAL SERVICES Continued

3.5.4. Position(s): Hygienist FTE 1.20

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total |
|--------------------------------------|------------|------------|------------|------------|------------|------------|------------|
| Estimated Expenses Per Position | \$ 84,007 | \$ 85,360 | \$ 88,317 | \$ 91,407 | \$ 94,637 | \$ 97,950 | \$ 541,679 |
| Compensation: | | | | | | | |
| Salaries | \$ 69,888 | \$ 71,985 | \$ 74,144 | \$ 76,369 | \$ 78,660 | \$ 81,413 | \$ 452,458 |
| Benefits | \$ 18,098 | \$ 18,998 | \$ 20,009 | \$ 21,098 | \$ 22,272 | \$ 23,052 | \$ 123,528 |
| Total Compensation | \$ 87,986 | \$ 90,983 | \$ 94,153 | \$ 97,467 | \$ 100,932 | \$ 104,465 | \$ 575,985 |
| Other Direct Expenses: | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ 209 | \$ 215 | \$ 222 | \$ 228 | \$ 235 | \$ 244 | \$ 1,353 |
| Program Support | \$ 2,559 | \$ 1,017 | \$ 1,037 | \$ 1,058 | \$ 1,079 | \$ 1,117 | \$ 7,867 |
| Recruitment | \$ 198 | \$ 202 | \$ 206 | \$ 210 | \$ 214 | \$ 222 | \$ 1,252 |
| Indirect Costs | \$ 9,857 | \$ 10,016 | \$ 10,363 | \$ 10,725 | \$ 11,104 | \$ 11,493 | \$ 63,557 |
| Total Expenses | \$ 100,809 | \$ 102,432 | \$ 105,981 | \$ 109,688 | \$ 113,565 | \$ 117,539 | \$ 650,014 |

Footnotes:
Refer to the Budget narratives for descriptions regarding the line items in the above Exhibit

3.5.5. Position(s): Dental Office Manager FTE .00

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total |
|--------------------------------------|--------|--------|--------|--------|--------|--------|-------|
| Estimated Expenses Per Position | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Compensation: | | | | | | | |
| Salaries | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Benefits | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Compensation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other Direct Expenses: | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Program Support | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Recruitment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Indirect Costs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Footnotes:
Refer to the Budget narratives for descriptions regarding the line items in the above Exhibit

3.5. Proposal Treatment Section: DENTAL SERVICES Continued

3.5.6. Position(s): Dental Assistant FTE 1.60

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total |
|--------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| Estimated Expenses Per Position | \$ 51,979 | \$ 51,970 | \$ 53,484 | \$ 55,044 | \$ 56,650 | \$ 58,633 | \$ 327,759 |
| Compensation: | | | | | | | |
| Salaries 3% increase | \$ 59,438 | \$ 61,221 | \$ 63,058 | \$ 64,950 | \$ 66,898 | \$ 69,240 | \$ 384,804 |
| Benefits 20% | \$ 11,641 | \$ 11,888 | \$ 12,196 | \$ 12,514 | \$ 12,841 | \$ 13,291 | \$ 74,371 |
| Total Compensation | \$ 71,079 | \$ 73,109 | \$ 75,254 | \$ 77,464 | \$ 79,739 | \$ 82,530 | \$ 459,176 |
| Other Direct Expenses: | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ 279 | \$ 287 | \$ 296 | \$ 305 | \$ 314 | \$ 325 | \$ 1,804 |
| Program Support | \$ 3,412 | \$ 1,356 | \$ 1,383 | \$ 1,410 | \$ 1,439 | \$ 1,489 | \$ 10,489 |
| Recruitment | \$ 264 | \$ 269 | \$ 275 | \$ 280 | \$ 286 | \$ 296 | \$ 1,670 |
| Indirect Costs 10% | \$ 8,132 | \$ 8,130 | \$ 8,367 | \$ 8,611 | \$ 8,863 | \$ 9,173 | \$ 51,276 |
| Total Expenses | \$ 83,166 | \$ 83,152 | \$ 85,575 | \$ 88,070 | \$ 90,640 | \$ 93,812 | \$ 524,415 |

Footnotes:
Refer to the Budget narratives for descriptions regarding the line items in the above Exhibit

3.5.7. Dental Budget Totals:

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total |
|--------------------------------------|------------|------------|------------|------------|------------|------------|--------------|
| Estimated Expenses Per Position | \$ 136,621 | \$ 139,323 | \$ 143,649 | \$ 148,123 | \$ 152,754 | \$ 158,100 | \$ 878,569 |
| Compensation: | | | | | | | |
| Salaries 3% increase | \$ 548,388 | \$ 564,839 | \$ 581,785 | \$ 599,238 | \$ 617,215 | \$ 638,818 | \$ 3,550,283 |
| Benefits 19% | \$ 103,879 | \$ 107,490 | \$ 111,479 | \$ 115,684 | \$ 120,121 | \$ 124,326 | \$ 682,980 |
| Total Compensation | \$ 652,267 | \$ 672,329 | \$ 693,264 | \$ 714,923 | \$ 737,337 | \$ 763,144 | \$ 4,233,263 |
| Other Direct Expenses: | | | | | | | |
| Travel (mileage, lodging, and meals) | \$ 941 | \$ 969 | \$ 998 | \$ 1,028 | \$ 1,059 | \$ 1,096 | \$ 6,090 |
| Program Support | \$ 11,517 | \$ 4,575 | \$ 4,667 | \$ 4,760 | \$ 4,856 | \$ 5,025 | \$ 35,400 |
| Recruitment | \$ 891 | \$ 909 | \$ 927 | \$ 946 | \$ 964 | \$ 998 | \$ 5,635 |
| Indirect Costs 10% | \$ 72,136 | \$ 73,563 | \$ 75,846 | \$ 78,209 | \$ 80,654 | \$ 83,477 | \$ 463,884 |
| Total Expenses | \$ 737,751 | \$ 752,345 | \$ 775,702 | \$ 799,865 | \$ 824,869 | \$ 853,740 | \$ 4,744,273 |

Footnotes:
Refer to the Budget narratives for descriptions regarding the line items in the above Exhibit

6. Method of Payment:

- 6.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.
- 6.2. Invoices shall be sent to the NH Department of Corrections, Director of Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302 for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302-1806.
- 6.3. Once approved, the original invoices shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 6.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 6.5. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
 - 6.5.1. Invoice date and number;
 - 6.5.2. Facility name and associated Contractor account number (if applicable) representing facility name;
 - 6.5.3. Quantity and number of hours per Health Service Professional and shift associated with services rendered;
 - 6.5.4. Itemized service/product total charge per service/product type.
- 6.6. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 6.7. The Contractor's shall follow the State's Fiscal Year Calendar for budgeting purpose. Year One (1) shall end on June 30, 2012.
- 6.8. On a quarterly basis the Contractor shall reimburse/refund the NH Department of Corrections due to staffing vacancies.
- 6.9. If any position as identified in the Contractor's staffing pattern remains vacant for more than thirty (30) consecutive days below the required fulfillment percentage requirement as identified in the Performance Evaluation provision of the Scope of Services, Exhibit A, Section 26.11.1. (a.), page 47, the Contractor shall be required to reimburse the NH Department of Corrections on a monthly basis. The reimbursement amount shall be set at 1½ times the hourly wage, Step 8, of a like position determined by the standards of the Department of Administrative Services, Division of Personnel or similarly to the NH Hospital wage classification plus applicable federal taxes and the State's retirement benefits multiplied by the amount of hours per shift for each day the position remains vacant. This reimbursement methodology will compensate the NH Department of Corrections outlay to pay for additional temporary services not provided by the Contractor and/or overtime expenses.

7. Appropriation of Funding

7.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.

7.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.

7.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

Section D: Special Provisions, Exhibit C

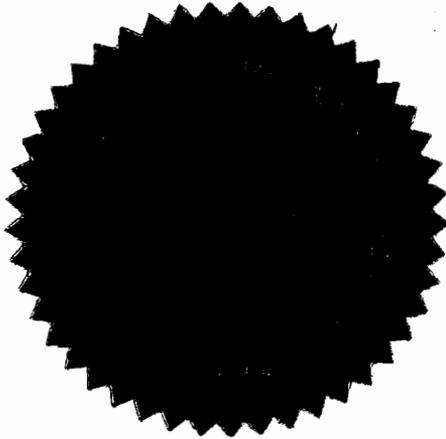
1. Special Provisions:

- 1.1. Modify the Insurance provision in section 14.3 by changing the last sentence of the clause to: Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MHM Solutions, Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 13, 2008. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of May, A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner". The signature is written in a cursive style and is positioned above the printed name.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Seal)

I, Deana Johnson, do hereby certify (Name of Clerk of the Corporation, can not be the one who signed the contract)

that: I am a duly elected Clerk of MHM Solutions, Inc. (The Corporation)

1. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 07, 2008 (Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of Health Services Professional Services.

RESOLVED: That the President & Chief Operating Officer (Title of the one who signed the contract)

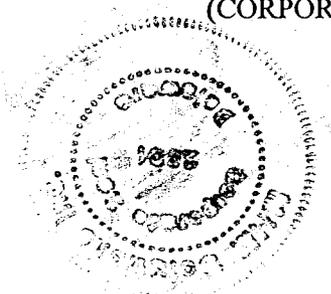
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

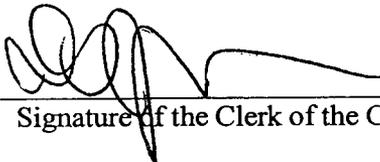
2. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of May 30, 2012 (Today's date) as they were at the time of the original signature date of March 23, 2012.

3. Steven H. Wheeler (is/are) is duly elected (Name of one who signed contract)

President & Chief Operating Officer of the Corporation. (Title of one who signed the contract)

(CORPORATE SEAL)




Signature of the Clerk of the Corporation

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Seal)

I, Deana Johnson, do hereby certify
(Name of Clerk of the Corporation, can not be the one who signed the contract)

that: I am a duly elected Clerk of MHM Solutions, Inc.
(The Corporation)

1. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 07, 2008
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of
Health Services Professional services.

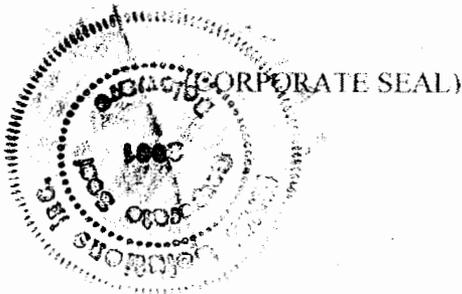
RESOLVED: That the President & Chief Operating Officer
(Title of the one who signed the contract)

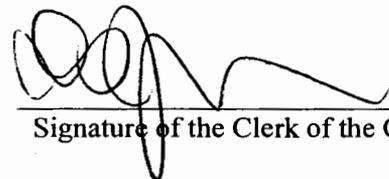
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

2. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of March 23, 2012
(Today's date)

3. Steven H. Wheeler (is/are) is duly elected
(Name of one who signed contract)

President & Chief Operating Officer of the Corporation.
(Title of one who signed the contract)




Signature of the Clerk of the Corporation



May 30, 2012

NH Department of Corrections
Contracts Administrator
Main Building – Gov. Hugh J. Gallen State Office
Park South Complex
105 Pleasant Street – Room 324, 3rd Floor
Concord, NH 03301

Re: Request for Proposals # NHDOC 12-07-GFMED Health Services Professional Services

Dear Ms. Lind:

This letter is in response to the NHDOC request for a new certificate of insurance related to services we will provide under a contract beginning July 1, 2012.

MHM provided a certificate of insurance with our proposal response that has an expiration date of June 30, 2012. Annually MHM looks for new sources of insurance to assure our prices are competitive. We are currently completing that process and will continue be insured as required when the new contract begins. We anticipate obtaining the new certificate no later than June 27, 2012 and will forward it to you upon receipt.

We want to assure all involved in this process that MHM is currently insured and will continue to be so for the life of our contract with the State of New Hampshire.

Sincerely,

Steven H. Wheeler
President & Chief Operating Officer

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 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 Lockton Companies, LLC Denver 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Evanston Insurance Company | | 35378 |
| INSURER B : The Charter Oak Fire Insurance Company | | 25615 |
| INSURER C : Darwin Select Insurance Company | | 24319 |
| INSURER D : Travelers Commercial Casualty Company | | 40282 |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES MHMCO01 CERTIFICATE NUMBER: 10918458 REVISION NUMBER: XXXXXXXX

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR <input checked="" type="checkbox"/> \$100,000 Ded PA & FL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | N | N | MM823544 | 7/1/2013 | 7/1/2014 | EACH OCCURRENCE \$ 2,100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,100,000 GENERAL AGGREGATE \$ 6,300,000 PRODUCTS - COMP/OP AGG \$ Included \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | N | N | BA-8106C672-13-CAG | 7/1/2013 | 7/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000 | N | N | 03047483 | 7/1/2013 | 7/1/2014 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX |
| D | 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 | N/A | TC2HUB-1107L44A-13 | 7/1/2013 | 7/1/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A A | Professional Liability Claims Made | N | N | MM823544 Retro Date 12-31-00 | 7/1/2013 | 7/1/2014 | \$2,100,000: Each Claim \$6,300,000: Aggregate \$100,000 Ded. \$100,000 Ded. FL & PA |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES //(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Worker's Compensation deductible is \$150,000. Coverage is excluded for punitive damages. The policies listed on the certificate will be renewed annual effective 7/11 through the expiration of the contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| <p>10918458</p> <p>NH Department of Corrections Attn: Jennifer Lind PO Box 1806 Concord NH 03302-1806</p> | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Charles M. McDaniel</i></p> |
|---|--|



CERTIFICATE OF LIABILITY INSURANCE

7/1/2013

DATE (MM/DD/YYYY)
6/21/2012

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 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 Lockton Companies, LLC Denver 8110 E. Union Avenue Suite 700 Denver 80237 (303) 414-6000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED 1310906 MHM Solutions, Inc. 1593 Spring Hill Road, Suite 610 Vienna, VA 22182 | INSURER A: Evanston Insurance Company | 35378 |
| | INSURER B: The Charter Oak Fire Insurance Company | 25615 |
| | INSURER C: Darwin Select Insurance Company | 24319 |
| | INSURER D: Travelers Commercial Casualty Company | 40282 |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES MHMCO01 EN CERTIFICATE NUMBER: 11705167

REVISION NUMBER: XXXXXXXX

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 Ded. <input checked="" type="checkbox"/> \$100,000 Ded PA & FL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | N | N | MM822116 | 7/1/2012 | 7/1/2013 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | N | N | P-810-8106C672-COF-12 | 7/1/2012 | 7/1/2013 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000 | N | N | 03047483 | 7/1/2012 | 7/1/2013 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX |
| D | 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 | N/A | TC2HUB-1107L44A-12 | 7/1/2012 | 7/1/2013 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A A | Professional Liability Claims Made | N | N | MM822116 Retro Date 12-31-00 | 7/1/2012 | 7/1/2013 | \$2,000,000: Each Claim \$6,000,000: Aggregate \$250,000 Ded \$100,000 Ded. FL & PA |

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

Worker's Compensation deductible is \$150,000. The policies listed on this certificate will be renewed annually effective 7/1/11 through the expiration of the contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| 11705167 NH Department of Corrections PO Box 1806 Concord NH 03302-1806 | 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  |



CERTIFICATE OF LIABILITY INSURANCE

7/1/2012

DATE (MM/DD/YYYY)

3/22/2012

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 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 Lockton Companies, LLC Denver 8110 E. Union Avenue Suite 700 Denver 80237 (303) 414-6000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : | Evanston Insurance Company | 35378 |
| INSURER B : | The Charter Oak Fire Insurance Company | 25615 |
| INSURER C : | Darwin Select Insurance Company | 24319 |
| INSURER D : | Greenwich Insurance Company | 22322 |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES MHMCO01 EN CERTIFICATE NUMBER: 11705167 REVISION NUMBER: XXXXXXXX

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$250,000 Ded. \$100,000 Ded PA & FL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | N | N | MM820673 | 7/1/2011 | 7/1/2012 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> | N | N | P-810-8106C672-COF-11 | 7/1/2011 | 7/1/2012 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| C | UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 25,000 OCCUR CLAIMS-MADE | N | N | 03047483 | 7/1/2011 | 7/1/2012 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX |
| D | 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 <input checked="" type="checkbox"/> N N/A | | N | RWG943751801 | 7/1/2011 | 7/1/2012 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A A | Professional Liability Claims Made | N | N | MM820673 Retro Date 12-31-00 | 7/1/2011 7/1/2011 | 7/1/2012 7/1/2012 | \$2,000,000: Each Claim \$6,000,000: Aggregate \$250,000 Ded. \$100,000 Ded. FL & PA |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The policies listed on this certificate will be renewed annually effective 7/1/11 through the expiration of the contract.

| | |
|--|--|
| CERTIFICATE HOLDER 11705167 NH Department of Corrections PO Box 1806 Concord NH 03302-1806 Vendor Initials: <i>SW</i> | 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 |
| | MHM Page 143 <i>Charles M. McDaniel</i> |

New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$ 2M Per Claim \$ 2M Per Incident/Occurrence \$ 6M General Aggregate

 President/COO
Signature & Title

March 23, 2012
Date

This acknowledgement must be returned with your proposal.

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

William L. Wren
Signature of Authorized Representative

William L. Wren
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

Date

MHM Solutions, Inc.
Contractor Name

Steven H. Wheeler
Contractor Representative Signature

Steven H. Wheeler
Authorized Contractor Representative Name

President & Chief Operating Officer
Authorized Contractor Representative Title

March 23, 2012
Date

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

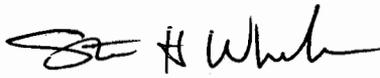
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, 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 if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) 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,
 - (7) 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.

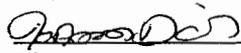
- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search 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.

Steven H. Wheeler
Name


Signature

March 23, 2012
Date

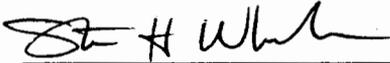
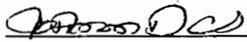
JoAnn Davis
Witness Name


Signature

March 23, 2012
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 in 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 the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, 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.

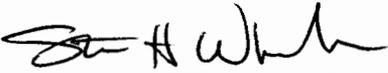
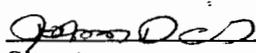
| | | |
|------------------------------------|---|-------------------------------|
| <u>Steven H. Wheeler</u> Name |  Signature | <u>March 23, 2012</u> Date |
| <u>JoAnn Davis</u> Witness Name |  Signature | <u>March 23, 2012</u> Date |

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 inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our 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.

| | | |
|------------------------------------|---|-------------------------------|
| <u>Steven H. Wheeler</u> Name |  Signature | <u>March 23, 2012</u> Date |
| <u>JoAnn Davis</u> Witness Name |  Signature | <u>March 23, 2012</u> Date |



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
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TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

ADDENDUM # 1 to RFP 12-07-GFMED

This document must be initialed and returned with your proposal.

RFP: 12-07-GFMED Health Services Professional Services

RFP Deadline: April 6, 2012, no later than 2:00 EST

Addendum Descriptor: Correction/Clarification

- Incorrect Header Title to Page 50 of 72: Header is **incorrectly** identified as “Estimated Budget/Method of Payment, Exhibit B.”
- Correct Header Title to Page 50 of 72: Header shall be identified as “Scope of Services, Exhibit A.”

Promoting Public Safety through Integrity, Respect and Professionalism

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

RFP 12-07-GFMED, closing date: 4/6/2012



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
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 603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

William L. Wrenn
 Commissioner
 Bob Mullen
 Director

ADDENDUM # 2 to RFP 12-07-GFMED

This document must be initialed and returned with your proposal.

RFP: 12-07-GFMED Health Services Professional Services

RFP Deadline: April 6, 2012, no later than 2:00 EST

Addendum Descriptor: Correction/Clarification

- A. Reference Location "Table of Contents, Continued Section B: Scope of Services, Exhibit A:"

Remove numbers 19 through 22 in their entirety.

In Table of Contents "Section C: Estimated Budget/Method of Payment, Exhibit B:"

Remove number 4

- B. Reference Location Page 1 of 72-

Section A: Terms, Conditions and Procedures for Submitting Proposals

1. Brief Description:

Amend first sentence to read- Attached is a Request for Proposals and contract format for providing primary Medical, Dental, and Nursing services (herein referred to as Health Services Professional Services) for the New Hampshire Department of Corrections (herein known as the "NHDOC", "State," "Corrections," or "Department") inpatient and outpatient services for inmates/patients and non-adjudicated residents of the Secure Psychiatric Unit (SPU).

NH Department of Corrections removed the reference to "Medical Records".

- C. Reference Location Page 15 of 72-

Remove Treatment Services Section

"3. MEDICAL RECORD SERVICES

Inpatient/Infirmary Services:

Secured Psychiatric Unit (SPU): Concord
 NH State Prison - Men (NHSP-M): Concord
 Northern NH Correctional Facility (NCF): Berlin

General Outpatient:

NH State Prison - Men (NHSP-M): Concord
 Transitional Work Center (TWC): Concord

Residential Treatment Unit (RTU): Concord
Calumet House: Manchester
North End House: Concord
Northern Correctional Facility (NCF): Berlin
NH State Prison - Women (NHSP-W): Goffstown
Shea Farm: Concord”

D. Reference Location Page 19 of 72 -

Amend Section “2. Purpose” – delete third bullet down “Medical Record Services;”

Amend Section “3. Background” – third paragraph first sentence substitute with the following amended sentence:

“The Department administers and delivers, including through contracts with outside providers, a health care system that provides access to necessary medical, dental, medical record and nursing services to both sentenced inmates and forensic patients.”

E. Reference Location Page 22 of 72–

Amend Section 8.1 to read –

“The Contractor shall provide the Medical/Dental Care Services component of the Health Services Program, including, but not limited to furnishing all primary physician medical care, dental care, and nursing care required for the inmate/patient population to support the NH Department of Corrections healthcare delivery system.”

Removed reference to Medical Records

F. Reference Location Page 23 of 72–

Amend Section 8.15 to read –

“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, Nursing, and Dental professionals. The Contractor shall pay all Federal and State taxes to include Federal Social Security and State Unemployment Compensation taxes.”

Removed reference to Medical Records

G. Reference Location Page 25 of 72

Amend Section 8.24 to read - The MFSS shall comply with the following requirements: provide full name and credential (e.g. MD, DDS, RN, etc) of every individual assigned to a position on the schedule for the month; 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 time and locations of all training activities, administrative, clinical and management meetings, scheduled days off etc; provide to the Department’s Division of Medical & Forensic Services the monthly schedule no later than ten (10) days prior to the first day of the beginning of each service month; the Contractor shall provide a staffing report by position, indicating position hours

not properly filled (will include all changes from the monthly schedule, i.e. unscheduled meetings, training, leave, etc) on the 10th day of the month following the month reported. The Contractor shall coordinate the granting of paid time off with the Department's Division of Medical & Forensic Services to ensure coverage of clinical services and such coverage will be reflected in the monthly MFSS. The Contractor shall be required to coordinate scheduling with any other Contracted Vendor's staff or Department staff that provides clinical or other services in creation of the monthly schedule.

Removed MRT from second line

H. Reference Location Page 26 of 72-

Add to Section 8.31 -

"Throughout the proposal, the Department's expects 1 FTE to be equal to 1 person hired for the position, with mutually agreed upon exceptions for the start up of the contract as well as temporary fulfillments of vacancies not to last longer than mutually agreed upon timelines by position."

I. Reference Location Page 33 of 72-

Amend position title in Section 16: **"Current NH Department of Corrections Dental Services Staffing"**

Changes are reflected in Red Font

| | | |
|---------------------|---------------------------------|-----|
| NHSP-M, SPU and RTU | Staff Dentists | 1.2 |
| | Dental Hygienist | 1.0 |
| | Dental Assistant | 3.4 |
| NHSP-W | Staff Dentists | 0.2 |
| | Dental Hygienist | 0.2 |
| | Dental Assistant | 0.2 |
| NCF | Staff Dentist | 1 |
| | Dental Assistant | 1 |
| ALL SITES | Chief Dental Officer (CDO) | 1 |
| | Prison Dental Office Supervisor | 1 |

Amend in Section 17 - "Proposed Dental Staffing Services:" to -

"The proposed staffing includes current contract positions."

Remove "and incorporates state positions into contracted positions:" from the sentence.

J. Reference Location Page 34 of 72--

Remove Section 17.5 in its entirety.

Amend Section 17.6 to remove in the last portion of the sentence "and Dental Office Manager."

K. Reference Location Page 35 of 72--

Amend the Section 18 "Requested Dental Staffing Pattern:" to -

| Facility/Location | Position | # of Full Time Equivalent (FTE) |
|-----------------------------|----------------------------|---------------------------------|
| NHSP-M, SPU and RTU, NHSP-W | Staff Dentist(s) | 1.4 |
| | Dental Assistant(s) | 1.6 |
| NHSP-M | Oral Surgeon | .2 |
| ALL SITES | Chief Dental Officer (CDO) | 1.0 |
| | Dental Hygienist(s) | 1.20 |

Removed NCF State Dental Staff, 2 State Dental Assistants, and 1 State Prison Dental Office Supervisor, corrected total FTE for Contracted Dental Hygienists.

L. Reference Location Page 35 of 72--

Remove Section "19. Medical Record Services Program:" in its entirety. Vendors are not being asked at this time to respond to section 19 in their response to the RFP.

M. Reference Location Page 36 of 72--

Remove Section "20. Current NH Department of Corrections Medical Record Services Staffing: One (1) FTE = 40" hours in its entirety.

| Facility/Location | Position | # of Full Time Equivalent (FTE) |
|-------------------|---------------------------|---------------------------------|
| NHSP-M | Medical Record Technician | 3.3 |
| SPU | Medical Record Technician | 0.2 |
| NHSP-W | Medical Record Technician | 0.0 |
| NCF | Medical Record Technician | 1.75 |
| ALL SITES | Medical Record Supervisor | 1.0 |

N. Reference Location Page 36 of 72--

Remove Section "21. Proposed Medical Record Staffing Services:" in its entirety. Vendors are not being asked at this time to respond to section 21 in their response to the RFP.

O. Reference Location Page 37 of 72--

Remove Section "22. Requested Medical Record Staffing Pattern:" in its entirety. Vendors are not being asked at this time to respond to section 22 in their response to the RFP.

P. Reference Location Page 49 of 72--

Amend Section "33. Additional Items/Locations:" to read -
 "Upon agreement of both parties additional equipment, positions, and/or other inmates/patients under the custody of other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment, positions, and/or facilities listed as part of the provision of services of the Contract may be deleted as well. Upon mutual agreement of additional equipment or positions, the State will negotiate the cost with the Contractor, the Department will seek a contract amendment for approval with Governor and Council when these additions increase the cost of the contract."

Q. Reference Location Page 57 of 72--

Amend section "3.4.2. Position(s) & Quantity: as follows:

| POSITION | QUANTITY |
|----------------------|-------------|
| Chief Dental Officer | 1.0 |
| Oral Surgeon | .2 |
| Staff Dentist | 1.4 |
| Hygienists | 1.20 |
| Dental Assistants | 1.6 |
| Total | 5.40 |

* For budgeting utilize footnotes as appropriate to detail percentages by year."

Removed all state positions as noted in K of this addendum and corrected the Hygienist # FTE

R. Reference Location Page 58 of 72--

Amend section "3.5.3. to "Positions(s): Staff Dentist (1.4 FTE) "

S. Reference Location Page 59 of 72--

Remove section "3.5.5. Position(s): Dental Office Manager (1.0 FTE)" in its entirety.

| Year of Contract | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total |
|--|--------|--------|--------|--------|--------|--------|-------|
| Estimated Expenses Per Position | | | | | | | |
| Compensation: | | | | | | | |
| Salaries (% represents how much of | | | | | | | |

| | | | | | | | |
|--------------------------------------|--|--|--|--|--|--|--|
| a merit increase) | | | | | | | |
| Benefits (%) | | | | | | | |
| Total Compensation | | | | | | | |
| Other Direct Expenses: | | | | | | | |
| Travel (mileage, lodging, and meals) | | | | | | | |
| Program Support | | | | | | | |
| Recruitment | | | | | | | |
| Indirect Costs (%) | | | | | | | |
| Total Expenses | | | | | | | |

Amend sections as follows to correct the FTE #s -
 “3.5.4 Position(s): Hygienist (1.20 FTE)

3.5.6. Positions(s): Dental Assistants (1.6 FTE)”

T. Reference Location Page 61 through 63 of 72-

Remove section “4. Medical Record Service Sections Budget Totals (Budget Sheets):” in its entirety.



**STATE OF NEW HAMPSHIRE
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**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

ADDENDUM # 3 to RFP 12-07-GFMED

RFP: 12-07-GFMED Health Services Professional Services

RFP Deadline: April 6, 2012, no later than 2:00 EST

Addendum Descriptor: Correction/Clarification

Terms and Conditions:

35. Schedule of Events (Timetable), # 10: Anticipated Approval by the Governor and Executive Council

Remove anticipated date of May, 2012

Amend anticipated date to read June, 2012.