New Hampshire Department of Corrections
Request for Proposals
Male Prison Facility

11/15/2011
RFP 1356-12
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1. Introduction

1.1. Purpose of Procurement/Background/Schedule of Issuance

The New Hampshire Department of Administrative Services, on behalf of the New Hampshire Department of Corrections (NHDOC), is issuing a total of three Requests for Proposals (RFPs) in order to evaluate options for the construction and operation of prison facilities for male and female inmates. The goal of these RFPs is to seek proposals that will meet the State’s correctional needs into the future in an economic manner. In issuing the three RFPs, the State desires to evaluate the costs associated with engaging a private Vendor to renovate or construct and/or operate a new prison facility with the costs associated with State-financed, State-run prison facilities.

The three RFPs are for (1) the construction and operation of a male prison, (2) the construction and operation of a female prison and/or (3) the construction and operation of a hybrid facility housing both male and female inmates. The issuance and due dates for all three RFPs are as follows:

<table>
<thead>
<tr>
<th>RFP</th>
<th>Issuance</th>
<th>Proposals Due</th>
</tr>
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<tbody>
<tr>
<td>Male Facility</td>
<td>November 15, 2011</td>
<td>January 26, 2012</td>
</tr>
<tr>
<td>Female Facility*</td>
<td>November 30, 2011</td>
<td>February 15, 2012</td>
</tr>
<tr>
<td>Hybrid Facility*</td>
<td>December 15, 2011</td>
<td>March 1, 2012</td>
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* The issuance and due dates for the Female and Hybrid facility RFPs are approximate dates. Any variation in the issuance dates will result in an adjusted due date to allow for the same RFP response period. Vendors will have sufficient time to evaluate all three RFPS prior to responding to the first RFP.

The State plans to evaluate the responses to all three RFPs in tandem in order to compare and weigh the benefits and costs of the full spectrum of options. The State is under no obligation to make an award, or contract for any of the underlying services requested in any of the RFPs.

The New Hampshire Department of Administrative Services, on behalf of the NHDOC (or, the “State Entity”) is specifically soliciting proposals to obtain the services of a single qualified vendor to: (i) construct and operate a new facility, or (ii) renovate and add to an existing facility which they will operate, or (iii) construct a new facility which the State of New Hampshire will then operate, a facility that will accommodate at minimum 1550 New Hampshire inmates. Proposals may include construction of larger facilities designed to accommodate regional correctional needs in order to reduce New Hampshire’s costs. The proposed facility must be able to provide for the housing and service delivery at minimum, medium, close and maximum...
custody levels, and include a Secure Psychiatric Unit for the care and treatment of civilly committed individuals (male and female). Any new facility may be located in any county of the state.

Regardless of the proposal option presented by the entity, it is the intent of the State to take ownership of the facility at the end of a twenty-year term, as further described below.

NHDOC currently operates three (3) state prisons and one (1) Secure Psychiatric Unit/Residential Treatment Unit. The proposed Correctional Facility envisioned for this RFP is intended to replace the existing New Hampshire State Prison for Men and the Secure Psychiatric Unit, both located on the same site in Concord, NH. The proposed Correctional Facility will be constructed and operated (if submitting a “Construct and Operate” proposal) in accordance with guidelines of American Correctional Association (ACA) and National Commission on Correctional Healthcare (NCCHC).

The proposed Correctional Facility envisioned for this RFP must be able to begin accepting New Hampshire inmates (and any inmates from other jurisdictions under interstate compact agreement as appropriate) on or about twenty-four (24) months from the date of contract approval by Governor and Council. Vendors may provide requested beds earlier than twenty-four (24) months. Prior to the transfer of inmates, the State and Vendor will define a mutually agreeable transfer date (the “Transfer Date”). Monthly installment payments under contracts for management and operations services will commence thirty (30) days after the Transfer Date. Monthly installment payments for design/construction/addition/renovation services will commence thirty (30) days after Vendor’s receipt of the Certificate of Final Acceptance. A Certificate of Final Acceptance, for Contract purposes, shall be granted by the State upon completion of all outstanding construction items and a ninety day waiting period from the Certificate of Substantial Completion or the surety providing a release, whichever is sooner.

Vendors have a full range of options to propose their correctional facility including but not limited to:

<table>
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<tr>
<th>Table 1</th>
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<tbody>
<tr>
<td><strong>Option #1 – Construction and Operation of a New Facility</strong></td>
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<tr>
<td><strong>Option #2 – Construction of a New Facility which the State of New Hampshire will then Operate</strong></td>
</tr>
<tr>
<td><strong>Option #3 – Renovate Existing Facility and/or Add New Facilities and Operation of facilities.</strong></td>
</tr>
<tr>
<td><strong>Option #4 – Renovate Existing Facility and/or Add New Facilities which the State of New Hampshire will then Operate</strong></td>
</tr>
</tbody>
</table>

As described in greater detail below, Proposals shall be evaluated and compared against like proposal submissions. The State will then evaluate the highest scoring Proposals for each option collectively. Any such proposal shall be in accordance with all requirements of the RFP and will be subject to any limitations on a state agency’s constitutional and statutory powers. The vendor may submit proposals for any or all of the RFP options. The vendor may propose a site of its own choosing within the State of New Hampshire, or may avail itself of a site identified by the State. The State, however, shall have no obligation to identify, arrange for or obtain a
site for a selected Vendor.

The State reserves the right to reject any and all proposals, or any part thereof. THE STATE IS UNDER NO OBLIGATION TO MAKE AN AWARD.

1.2. Overview of the RFP Process

This RFP process will be conducted to gather and evaluate responses from Vendors for potential award. All qualified Vendors are invited to participate by submitting responses, as further defined below.

2. Bidding Instructions and Conditions

A.

1. RFP Scope

This RFP is being issued to establish one contract with one qualified Vendor who will construct and operate a facility, or construct a facility which the State of New Hampshire will then operate, as a Correctional and Secured Psychiatric Facility to be located in the State of New Hampshire for the New Hampshire Department of Corrections as further described in this RFP.

This RFP is being issued by the Department of Administrative Services (the “State” or the “Department”), on behalf of the Department of Corrections. Notwithstanding any reference herein to the contrary, the State will be the official point of contact for this RFP and, in conjunction with the State Entity, will facilitate all of the state actions identified in this RFP.

2. Mandatory Instructions for Vendors

It is required that you respond to all sections of the RFP in the specified format and provide your proposal by the stated proposal submission deadline. Failure to comply with these instructions may result in rejection of your RFP response.

The cost for developing the proposal and participating in the procurement process is the sole responsibility of the Vendor; the State will not provide reimbursement for such costs.

3. Required Contract Terms and Conditions

a. The Transmittal Letter, attached hereto as Attachment A, must be signed and submitted with your RFP response. Failure to submit the Transmittal Letter with your response will result in the rejection of your response.

b. The Form contract P-37 (attached hereto as Attachment B) shall be considered part of the proposal and the basis for any resulting contract. The successful Vendor and the State, following notification of award, shall promptly execute this form of contract, which is to be completed by incorporating the service requirements and price conditions established by the Vendor’s offer.
4. Certificate of Insurance/Insurance Coverage

**Insurance Coverage:**
If awarded a contract, the Vendor shall procure and maintain insurance which shall protect the Vendor and the State Entity (as an additional insured) from any claims for bodily injury, property damage, personal injury or death covered by the indemnification obligations set forth in the contract attached to this RFP throughout the duration of the contract. The Vendor shall procure and maintain the insurance policies described below at the Vendor's own expense and shall furnish to the State Entity an insurance certificate listing the State Entity as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Vendor includes contractual liability coverage applicable to this contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in New Hampshire); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

Vendor is required to maintain the following insurance coverage's during the term of the contract:

1. **Workers Compensation Insurance (Occurrence)** in the amounts of the statutory limits established by the State of New Hampshire (A self-insurer must submit a certificate from the New Hampshire Department of Labor stating that the Awarded Vendor(s) qualifies to pay its own workers compensation claims.) In addition, the Vendor shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
   - Bodily injury by accident--per employee $500,000;
   - Bodily injury by disease--per employee $500,000;
   - Policy limits $500,000.

2. **Commercial General Liability Policy** with the following minimum coverage:
   - General Aggregate including Products and Completed Operations-- $1,000,000;
   - Each Occurrence-- $2,000,000;
   - Aggregate Limit-- $2,000,000.

3. **Business Auto Policy** to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Vendor or Vendor's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of $2,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in New Hampshire and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.
No contract performance shall occur unless and until the required insurance certificates are provided

5. Performance Bond

a.) Performance Bond for Construction/Addition/Renovation

The successful Vendor shall supply a Performance Bond equal to the amount of the total proposal/contract Price for the facility’s construction/addition and/or renovation costs, prior to the start of construction. The Bond shall be issued and maintained in full force and effect until completion of all Project construction. Completion of construction shall occur as of the State’s issuance of a Certificate of Final Acceptance, as described above. The bond shall be issued by an insurance company licensed to do business in New Hampshire at the time the Bond is issued, covering the faithful performance of this contract, in all terms and conditions thereof throughout the full term thereof, between the State and the Vendor and which will further indemnify and save harmless the State from all costs and damages by reason of the Vendor’s default, breach, or failure to satisfactorily complete any of the following terms:

A. Payment to all entities, individuals, and the like furnishing labor or materials in connection with this Contract; and

B. Successful, full, and satisfactory completion, including the dates specified between the State and the Vendor, of the ongoing operation and performance, consumable supplies, and maintenance herein concerned.

In the event of control and operation of the site by the State or Surety, the State shall incur no financial obligation to the Vendor, and shall recover from the Vendor or Surety any costs of cover, i.e. additional costs, if any, incurred by the State in operating any site(s) during the breach by the Vendor.

Said performance bond shall be forfeited on failure of Vendor to perform on any part of specifications and contract outlined herein.

b.) Performance Bond for Facility Operations (Privately Operated Facilities Only)

The successful Vendor shall supply a Performance Bond equal to the amount of the total proposal/contract price of the average of one (1) year of the contract cost prior to the commencement of operations. The bond shall be issued and maintained/renewed in full force throughout the full term of the Contract. The bond shall be issued by an insurance company licensed to do business in New Hampshire at the time the bond is issued, covering the faithful performance of this contract, in all terms and conditions thereof throughout the full term thereof, between the State and the Vendor and which will further indemnify and save harmless the State from all costs and damages by reason of the Vendor’s default, breach, or failure to satisfactorily complete any of the following terms:

A. Payment to all entities, individuals, and the like furnishing labor or materials in connection with this Contract; and

B. Successful, full, and satisfactory completion, including the dates specified between the State and the Vendor, of the ongoing operation and performance, consumable supplies, and maintenance herein concerned.

In the event of control and operation of the site by the State or Surety, the State shall incur no financial obligation to the Vendor, and shall recover from the Vendor or Surety any costs of cover, i.e. additional costs, if any, incurred by the State in operating any site(s) during the breach by the Vendor.

Said performance bond shall be forfeited on failure of Vendor to perform on any part of specifications and contract outlined herein.
6. Vendor Certifications

All Vendors shall be duly registered as a Vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor SHALL have a completed Vendor Application and Alternate W-9 Form which SHALL be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): http://admin.state.nh.us/purchasing/vendor.asp

- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will ONLY be awarded to a Vendor who is registered to do business AND in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: http://www.sos.nh.gov/corporate.

7. Submission Format

Instructions, formats, and approaches for the development of RFP information contained within the RFP are designed to ensure that the submission of data essential to the understanding of the vendor’s response is received in a consistent and comparable format. Your RFP response must be formatted as outlined within this RFP document.

When proposing Option #1, your response must comply with the format set forth in Section 11.A.1 (Design Build), 11.A.2 (Operations Plan) and 11.A.3 (Price Proposal Format) of this RFP.

When proposing Option #2, your response must comply with the format set forth in Section 11.A.1 and 11.A.3 of this RFP.

When proposing Option #3, your response must comply with the format set forth in Section 11.A.1, 11.A.2 and 11.A.3 of this RFP.

When proposing Option #4, your response must comply with the format set forth in Section 11.A.1 and 11.A.3 of this RFP.

The vendor may include such additional information or data as may be appropriate, but may not exclude any information or portions thereof requested in this RFP.

8. Inquiries/Requests for Clarifications and/or Specification Changes

Proposal Inquiries

Vendors are prohibited from contacting anyone other than the contact person. For the purposes of this RFP, the contact person is:

Rudolph Ogden
NH Department of Administrative Services
25 Capitol St., Room 102
Vendors are encouraged to submit questions via email to the following email address: rudolph.ogden@nh.gov

All inquiries concerning the substance of this RFP shall be made in writing, citing the RFP Title, Page, Section, and Paragraph, and shall be submitted to the contact person designated above. All inquiries must be submitted by an individual authorized to legally obligate the organization to provide the services necessary to meet the requirements of this RFP.

Furthermore, no other individual employee or representative of the State of New Hampshire is authorized to provide any information or respond to any question or inquiry concerning this RFP other than as described herein. Failure to observe this rule may result in disqualification.

All inquiries related to the substance of this RFP must be received no later than December 12, 2011 as specified below. An official written answer will be provided to all questions meeting these requirements no later than December 21, 2011. Said questions and answer(s) shall be posted via addendums to the RFP, see Section 9 below.

9. Addendum

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

10. Bidders Conference

The NH Department of Administrative Services will hold a non-mandatory Vendor’s Conference with all prospective Vendors for the purpose of answering any questions related to the services requested and/or to the requirements of the RFP. This Vendor Conference will be held on November 29, 2011 at 11:00AM EST, at the NH Department of Corrections, 4th Floor Conference Room, 105 Pleasant Street, Concord, NH 03301.

The purpose of the Vendor Conference is to:
   a request clarification of any section of the RFP;
   b request changes to the RFP of requirements considered so restrictive as to prohibit or discourage responses;
   c offer suggestions or changes to the RFP which could improve the RFP competition or lower the offered price;
   d review any applicable documentation.

Non-attendance to the Vendor’s Conference does not prohibit Bidders from submitting proposals as this is a non-mandatory or optional Vendor’s Conference.

11. Vendor’s submission

   A. Essential Elements of the Proposal
A.1 - Design/Build Proposal Format: The objective of the proposal is to demonstrate the proposing firm’s ability to successfully design and build the facility. In order to assist the State in reviewing proposals, each proposal shall provide straightforward, concise delineation of the Vendor’s capabilities to satisfy the Design/Build requirements of this solicitation. The State reserves the right to request clarification of information submitted and to request additional information of one or more Vendors after the deadline for receipt of Proposals. A Vendor will not be given additional points for bindings, colored displays, promotional material, etc. The Proposal must be complete and clear. To expedite the evaluation of proposals, it is essential that the Vendor follow the format and instructions contained herein. The Proposal submitted shall be contained in clearly marked binders. If multiple binders are required, they shall be labeled by volume number. Multiple copies shall be serially numbered, with the original and copy number marked on each volume.

B. The Design/Build Proposal must include sufficient information to allow the State to verify all of the Vendor’s claims of meeting the solicitation’s requirements. These instructions describe the required format for a Vendor’s proposal. An identifiable tab sheet shall precede each section for easy reference. Whether submitting a “Construct and Operate” proposal, or a “Construct and then the State will Operate” proposal, your submission must follow the same format as described below and meet the minimum qualifications set forth in this solicitation. The Design/Build Proposal must not include any cost figures. Any Design/Build Proposal containing cost figures will be declared non-responsive and will not be evaluated. Each Design/Build Proposal must at least include the following sections described below and the location of these various sections must be referenced in the Proposal Table of Contents. Areas to be covered in the Design/Build Proposal should include:

- Cover page
- Table of Contents
- General Information
- The Leadership in Energy and Environmental Design (LEED) Green Experience – Corrections Facility Specific
- Organization
- Organizational Staff
- Construction Management
- Overlap of Design/Build and Operation/Management (for Construct and Operate Proposals Only)
- Responsibilities and Liability
- Associations
- Improvements
- Construction management Control System
- State of the Art Processes
- Workload
- Local Knowledge
- Financial Statement
- References
- Project Experience – General
- Project Experience – Specific
- Skills & Experience of the Construction Team
- Project Scope, Approach and Understanding
- Development Plan
- Project Work Plan

C. The State may reject any proposal that does not meet this form.
D. The Cover Page must clearly identify the RFP Number; and Proposal Name; Vendor’s Corporate Name and a Contact Name Number; Name of Proposed Facility; and Proposal Opening Date & Time.

E. The Table of Contents must clearly identify each section and page number. Each section of the Proposal shall be identified with a heading at the beginning of each section and contain page numbers relative to that section.

F. The Vendor shall include general information for the design/build firm to include actual experience of your firm or joint venture in the past several years. The replies should be detailed and informative.

G. The Vendor will include information on the organization of the design/build team. The Project Manager, Project Engineer and Construction Manager may be different individuals, but cannot serve in more than two positions. The Project Engineer must be a professional engineer registered in the State of New Hampshire; proof of registration is required with submittal. If proposal is a joint venture, supply requested information on each involved firm.

1. Firm:
   a. Name, Address, Telephone, Contact Person

2. Types of Services Provided by Firm:
   a. Construction Management
   b. Project Management
   c. General Construction Contracting
   d. Design/Build
   e. Other, Explain

3. Legal Form:
   a. Individual, Partnership, Corporation, Joint Venture
   b. Date incorporated under present firm
   c. Former names, locations and dates (if any)
   d. Names, titles and addresses of firm owner, partners or officers

H. The Vendor shall provide information on the organization staff in their design/build proposal. This information shall include:

1. Employee Qualifications: Vendor shall describe the capabilities of personnel of its firm or joint venture or consultants in the following areas to provide the technical services required:
   a. Quality Control
b. Construction Superintendence

c. Estimating

d. Construction Inspection

e. Safety

f. Management

g. Construction Management Control Systems

h. Computer Technology

2. Expertise: Vendor shall describe in detail which of the above technical services it considers its staff to be exceptionally qualified, the basis for that belief, and shall provide the names and specifications of those staff members.

I. The Vendor shall provide details relating to the Construction Management Experience of their staff. This information shall include:

1. Organization: Vendor shall describe in detail the following structural and management practices:

a. Team, departmental, combination, permanent, temporary

b. Leadership and decision making

c. Top management involvement

d. Personnel recruitment, within firm or from outside

e. Number of personnel normally assigned to project during design,

f. Number of personnel normally assigned to project during construction, relationship to cost

g. Proposal to control overall construction quality and quality of sub-Vendors’ workmanship

2. Design-Related Operations:

a. Extent

b. Personnel Involvement

c. Working procedures, coordination, follow-up and cooperation with Vendors, Architect-Engineer

d. Inputting construction know-how

e. Design know-how for varying security levels
f. Interfacing construction contracts

g. Bid packaging and solicitation

3. Construction Related Operations:

a. Extent

b. Personnel involvement, full or part-time

c. Working procedures, coordination, follow-up, checking and cooperation with Vendors, Architect-Engineer and Owner

d. Use of Superintendents

e. Inspection

f. Technical support and consultants

g. Administration

h. Handling change orders, shop drawings, materials approval, samples, as-built drawings and claims

i. Labor relations

j. Construction facilities, equipment, materials and manpower

J. Overlap of Design and Construction: Describe your experience in managing phased construction activities, with particular emphasis on its special problems and their resolution.

K. Responsibilities and Liability: Discuss your view of the extent of your responsibility and liability as a Construction Manager under a proposed contract.

L. Associations: With respect to joint ventures or associations with other firms, please describe in detail previous associations on construction projects in sufficient detail to demonstrate your ability to effectively work with and manage a combination of firms. Indicate who the firms were if they were different from the ones proposed on this project.

M. Improvements: What changes have been instituted in the last five (5) years to improve your operations? Why were they needed? Have they been successful?

N. Construction Management Control System: Describe your firm's competence in the implementation and maintenance of network-based construction management control systems and in the application of systematic cost control methods. Give answers to the following:

1. List and describe all computer software you utilize, including management, scheduling and estimating.

2. To what extent do you rely upon the capabilities of your subcontractors to provide estimating know-how?
3. How do you use your computer systems to forecast work in-place, manpower requirements, productivity, cash flow and budget overruns?

O. State of the Art processes: Discuss your familiarity, involvement and application on all of the following techniques or systems:

1. Project Management
2. Conceptual Estimating
3. Life Cycle Costing
4. Specification System
5. Building Systems
6. Partnering/Team Building
7. Green Initiatives

P. Please provide the following workload information in your proposal:

1. Present Projects: Please provide a comprehensive list of work your firm is responsible for (giving names of projects, locations, and owners, estimated construction costs), percent of design completion and construction completion, and firms associated with (if any). Please highlight all projects related to the construction of correctional facilities.

2. Capacity: Describe in today's construction dollars, the volume of work that your firm can handle at this time with 1) your present workforce, 2) with readily available augmentation (i.e., give number and types of additional personnel required), and 3) the bonding capability of your firm.

3. Long-Term Record: List in today's construction dollars, the volume of work your firm has handled for each of the past five (5) years identifying specific projects, locations and costs. Discuss reasons for any major fluctuations.

Q. Local Knowledge: Show knowledge of and experience and utilization with local construction conditions in the proposed project area.

R. Financial Statement: Attach statement of financial condition, including regular dated statement or balance sheet, certified audited financial statements for the past three (3) years and proof of bondability for the amount of the this project.

S. References: Give name, address, telephone number and person to contact for any of the following references you wish the Department to contact concerning your firm’s ability:

1. Owners
2. Bonding Companies
3. Financial Institutions
4. Public Officials

5. Architect-Engineers

6. General Vendors

7. Major Subcontractors

8. Major Suppliers

T. Project Experience – General: Describe your experience on completed construction projects, especially those involving correctional facilities, giving the following information on each project reported:

1. Project name and location

2. Project description

3. Construction cost

4. Design start and completion dates

5. Construction start and completion dates

6. Actual work you performed and percentage of total work

7. Owner’s name, address, telephone number and person to contact

8. Architect-Engineer’s name, address, telephone number and person to contact

U. Project Experience – Specific: For one or more of the above-completed construction projects (maximum of three). Provide the following additional information:

1. Discuss any original or unique thinking or judgment exercised by your staff during the project.

2. Details on addenda issued during bidding and why they were needed.

3. Details on change orders issued during construction; why they were needed and how they affected the construction progress.

4. The total construction award amount compared to the final pre-bid estimate.

5. Completed construction cost compared to the initial construction award amount and to the construction estimate when design was initiated.

6. The initial schedule, in months, for design and for construction compared to the actual time spent.

7. Extent of your involvement in project problems during both design and construction, including any design or construction
omissions, errors, other deficiencies or changed conditions.

8. Discuss your relationships with the Owner, the Architect-Engineer, and the constructing Vendors (prime or sub).

9. Describe any post-construction problems in start-up, operation or maintenance.

10. If you were doing the project again, would you do anything different? Why?

V. Skills and Experience of the Construction Team: Vendor must be or contract with a Design-Build firm appropriately licensed in the State of New Hampshire.

A “design-build firm” means a partnership, corporation, or other legal entity that:

1. Is certified under New Hampshire Statutes, to practice or to offer to practice engineering; certified under, New Hampshire Statutes, to practice or to offer to practice architecture; or certified under New Hampshire Statutes.

Vendors not meeting or not contracting with a firm meeting the definition of a design-build firm shall be considered non-responsive and ineligible for consideration. The Design and Construction Proposal shall include the following for the Design/Build Firm:

1. Identify all key personnel, sub-consultants and subcontractors who will actually be assigned to perform this project. Provide resumes (two pages maximum) for the Project Manager, Project Engineer and Construction Manager.

2. Provide a summary of the experience of the Firm with regards to the design, permitting, construction of correctional facilities.

3. Describe the experience of the Construction Firm as related to this project. This will include the experience of the Design-Build Firm, as well as that of other members of the Construction Firm Team, i.e. personnel, sub-consultants, branch offices, team members, and other resources anticipated to be used for this project. Name specific projects successfully completed within the past ten (10) years where significant Construction Firm Team members have performed similar projects. **Note, at a minimum the Design-Build Firm must have completed at least one (1) project of similar requirements in the last ten years.**

4. The Management Plan for the project, including the roles of the Key Team Members, and a description of how the construction will be managed.

5. Provide an organizational chart showing the organizational structure of the Construction Team containing the key personnel, sub-consultants, and subcontractors including the Project Manager, Project Engineer, and Construction Manager.

W. Project Scope, Approach and Understanding: Describe the Construction Team’s understanding of the project. The project approach should document:

1. The Construction Team’s understanding of the project, approach to successful completion, specialized skills needed, special considerations and possible difficulties in completing the project. Specific experience with correctional projects similar in size and complexity.

2. The NHDOC places a high emphasis on the timely completion of this project. Identify and provide an initial project
3. Identify the Construction Team's approach to facilitating the permitting process, utility and agency coordination.

4. Describe any potential alternative innovative approaches to the project if applicable.

X. Development Plan

**Development Plan**

The State will evaluate the Design Build Team's plans, including site plans at 1"=40" scale, building floor plans and elevations at 1/8"=1' scale, and outline specifications for construction elements, for development including the Design Build team's plan for maintenance and protection of the existing prison facilities (if applicable) during construction of any new facilities and or renovation of existing prison facilities and site improvements. The existing correctional facilities shall remain operational and secure to the same level as currently throughout the construction or renovation process.

Y. Project Work Plan

**Project Work Plan**

The State sees a project work plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed work plan prior to any actual construction.

The Vendor shall provide a preliminary project work plan depicting tasks, dependencies, schedule, milestones and deliverables. The plan shall include sufficient detail that the State will be able to identify departures from the plan in sufficient time to seek corrective action. In particular, the plan shall provide detailed information regarding staffing.

In the plan, the Vendor shall define and describe all deliverables to be produced in the project, and shall ensure that all deliverables and milestones are identified in the project work plan. Identify and discuss the following:

- All assumptions upon which the project work plan is based;
- Descriptions of recommended roles by activity and time required for both the State and Vendor members of the project team;
- Assignments of member of the Vendor's team identified by role to specific tasks; and
- Critical success factors for the project

Discuss how this project plan will be used and State access to plan details, including resource allocation. Also, discuss frequency for updating the plan, at a minimum once every two weeks, and for every status meeting. Explain how the State will know whether the project is on schedule.

**A.2 - Operations Proposal Format:** The objective of the proposal is to demonstrate the proposing firm's ability to successfully deliver the services requested. In order to assist the State in reviewing proposals, each proposal shall provide straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this solicitation. The State reserves the right to request clarification of information submitted and to request additional information of one or more Vendors after the deadline for receipt of Proposals. A Vendor will not be given additional points for bindings, colored displays, promotional material, etc. The Proposal must be complete and clear.

To expedite the evaluation of proposals, it is essential that the Vendor follow the format and instructions contained herein. The Proposal submitted shall be clearly marked. Multiple copies shall be serially numbered, with the original and copy
number marked on each volume.

B. The Operations Proposal must include sufficient information to allow the State to verify all of the Vendor’s claims of meeting the solicitation’s requirements. These instructions describe the required format for a Vendor’s proposal. An identifiable tab sheet shall precede each section for easy reference. The Facility Operation Proposal submitted must follow the same format as described below and meet the minimum qualifications set forth in this solicitation.

The Facility Operation Proposal must not include any cost figures. This information must be included in section 11.A.3 Price Proposal Format. Any Facility Operation Proposal containing cost figures will be declared non-responsive and will not be evaluated. Each Facility Operation Proposal must at least include the following sections described below and the location of these various sections must be referenced in the Proposal Table of Contents.

Cover page
Table of Contents
Introduction and Background Statement
Corporate Qualifications
References
Operation and Management Requirements/Scope of Services
Insurance Plan
Other Required Submissions

C. The State may reject any proposal that does not meet this form.

D. The Cover Page must clearly identify the Proposal Name and Number; Vendor’s Corporate Name and a Contact Name Number; and Proposal Opening Date & Time.

E. The Table of Contents must clearly identify each section and page number. Each section of the Proposal shall be identified with a heading at the beginning of each section and contain page numbers relative to that section.

F. The Introduction and Background Statement included in the Facility Operation Proposal must be in the form of a standard business letter and must contain the Vendor’s name, address and telephone number and must be signed by an individual authorized to legally bind the Vendor. The Introduction and Background Statement must contain the following information:

1. A statement regarding the Vendor’s legal structure (e.g., corporation, partnership)

2. Federal tax identification number and principle place of business.

3. A statement that the person signing the Proposal certifies that he or she is the person in the Vendor’s organization who is responsible for, or authorized to make decisions as to matters relating to this solicitation.

4. The name, telephone number, fax number and electronic mail (email) address of a contact person who has authority to answer questions regarding the Proposal.

5. A list of all proposed services to be subcontracted, if any, by the Vendor on the contract if the Vendor is selected to do the work, and a listing of all subcontractors Vendor will utilize in satisfying the requirements of this solicitation. For each identified subcontractor, a letter, signed by someone authorized to legally bind the subcontractor, with the following information must be included:
a. The subcontractor's legal structure, tax identification number, and principal place of business address.

b. The name and phone number of someone who is authorized to legally bind the subcontractor to contractual obligations.

c. A description of the work the subcontractor will do.

d. A commitment to do the work if the Vendor is selected.

6. A statement that the Vendor's Proposal meets the minimum qualifications and other requirements set forth in this solicitation.

G. The Vendor must include the Corporate Qualifications. The Vendor must provide evidence of meeting the minimum qualifications described in this section. Failure to meet the specific minimum requirements may result in the Proposal being rejected with no further evaluation or consideration. Vendors whose proposals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of a Contract shall be rejected as non-responsive. The State reserves the right to determine which proposals meet the material requirements of the solicitation, and which Vendors are non-responsive.

1. This solicitation is for a male prison facility that will accommodate at minimum 1550 New Hampshire inmates including a secure psychiatric unit for civil commitees (male and female).

2. The Vendor must provide all relevant data showing that at least since 2001 it has either continuously and/or concurrently operated at least two (2) criminal justice facilities of at least 300 beds each for a minimum of two years or one (1) criminal justice facility of at least 1000 beds for a minimum of one year or more. In the case of a joint venture, at least one joint venture partner must meet either one of the above requirements. For purposes of this requirement, “criminal justice facility” is defined as a place of total confinement for convicted felons where no felon is allowed off the premises without the supervision of a sworn peace officer. Required data for each referenced criminal justice facility will include but not be limited to:

a. Name, address, and telephone number of the facility.

b. Beginning and ending dates of operation for each facility operated/directed.

c. Name, address, and telephone number of references.

d. Description of each facility, including the applicable custody grades / security level (or equivalent) of the felons housed therein, the bed size of each facility, and length of operations.

3. Required data to support the minimum experience requirement for the above-referenced services will include but not be limited to:

a. Detail regarding the experience of the Vendor Corporation as it relates to satisfying the Design/Construction of this solicitation.

b. Detail regarding the experience of the subcontractors (if any identified in Introduction and Background) that may be utilized by Vendor in providing both the Design/Construction of this solicitation.
c. Detail regarding the experience and qualifications of Corporate and Management staff of Vendor to be utilized in providing the service requirements of this solicitation.

d. The name, address and telephone number of each criminal justice facility operated/directed by the Vendor.

e. Beginning and ending dates of service for each facility operated/directed by Vendor.

f. Whether the experience is that of Vendor or Principal. If Principal, identify by name, corporate title, organization with which affiliated at time of above experience, and position/job title in that organization at time of experience. Note: a Principal can only claim experience separate from that amassed while working for the Vendor, including either as a subcontractor or consultant to the Vendor.

g. Each criminal justice facility operated/directed by Vendor which is referred to in this section shall be described to include type of population, number of beds, and length of operation, name, address and telephone and fax number of client or agency and contract administrator for that particular facility.

h. The Vendor must identify any and all contracts terminated, the reasons for the termination including whether such termination was for cause or convenience, and the name and phone number of the contract administrator from the former contracting entity/agency, in order to verify that since 2001, it has had no more than two (2) contracts terminated for non-compliance with contract terms.

i. The Vendor must include a description of how its and/or its senior management staff’s experience in the operation and management of adult correctional facilities qualifies it to provide the services required. At the time of application, the Vendor must be operating and managing one or more correctional facilities that are accredited by the American Correctional Association (ACA). Vendor shall identify such correctional facilities and provide a contact person at each correctional facility.

j. The Vendor, under its current corporate name or identity, or any previous or affiliated Corporate name or identity, must not have been restricted, prohibited, or precluded by legislation, court order or administrative order from participating in any public Contract or Contract procurement.

k. The Vendor must provide a detailed statement describing the Vendor’s experience in providing criminal justice facility operation and management services.

H. The Vendor must provide three (3) customer references whom the Vendor has provided contractual services relevant to the operation of a large-scale criminal justice facility and the requirements of this solicitation (e.g., the size, scope, and monetary value of the instant project). Vendor must provide customer’s name, point of contact, telephone number, contract beginning and ending dates, and an explanation as to the relevance or similarity to this project. Each identified contact person must have first hand knowledge regarding the specific work of the Vendor. Adverse or unverifiable references may cause the proposal to be rejected.

I. The Vendor shall provide their Operation and Management Experience. The Vendor shall provide the following information:

1. An organizational chart for the proposed management of the prison and an organizational chart showing Vendor’s overall corporate structure. The organizational chart shall identify all management personnel by job title and their responsibilities. Vendor shall also provide resumes, not to exceed one page in length, of the Vendor’s President or Commissioner Executive Officer, Commissioner Financial Director and the Commissioner officer(s) over correctional
operations, and all proposed staff who will responsible for management of the prison (including, but not limited to secured facility management and the lead security officer). Resumes should include name, education, addressees, telephone number and number of years of experience in profession. If Resumes cannot be provided for any management position, please indicate reason.

NOTE: In the event the successful Vendor desires to substitute any key personnel submitted with proposal, either permanently or temporarily, the State shall have the right to approve or disapprove the desired personnel change in advance in writing.

2. Provide job descriptions for the following positions to demonstrate evidence of qualifications, correctional experience, and performance experience of key management personnel who will be utilized to provide the Correctional Operations Services, in the following areas: (Please reference the sections of the “List of Specified Services” in Attachment E each will be responsible for.)

   a. Security
   b. Medical and Behavioral Health Services
   c. Inmate Programs
   d. Employee Training
   e. Facility Management
   f. Food and Laundry Services
   g. Information Technology

J. The Insurance Plan required to be submitted shall fully describe how the Vendor intends to comply with all of the insurance requirements of the Form P-37 Contract.

K. The Vendor must provide the following information in support of their qualifications to perform the services requested herein. The Vendor shall provide the following additional submissions: The Vendor must provide the following information in support of their qualifications to perform the services requested herein:

1. Proposed Timeline: A proposed timeline for the implementation of the Contract, including but not limited to a timetable of the actual occupancy of the facility on or by the Service Commencement Date.

2. Financial Statements: The Vendor must provide audited financial statements (10K and 10Q, if any) for the Vendor and each of its predecessor and affiliated entities for the previous three (3) years, or for each of the years in operation, if fewer than five years.

3. In addition, provide current bank balances and lines of credit (outstanding and available balances), management letters from CPA audits, and include financial covenants and maturities of long-term liabilities.

4. Previous Lawsuits: A list of all lawsuits (including but not limited to contract, tort and civil rights lawsuits), since 2001, regardless of whether adjudicated or settled, in which there was an adverse ruling or decision rendered against Vendor, either in whole or in part; a detailed description of the claims and facts involved therein, and the disposition thereof. The
Vendor shall include copies of all settlement agreements and consent orders entered in connection with such suits/actions.

5. Prior Contracts: Data relating to the performance of the Vendor on similar projects to verify that Vendor has a history of submitting responsible proposals that are adequate to support the intended program. This will include proposal prices on other contracts awarded to the Vendor since 2001 for criminal justice facilities with 300 beds or more.

6. Financial Solvency: The Vendor must provide information regarding whether the Vendor, under its current corporate name or identity or any previous corporate name or identity, any officers of said Vendor, or any owners of a 20 percent interest or greater in said Vendor has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.

7. SEC Investigations: Description of any prior or current securities investigations involving the Vendor, its predecessors, its affiliates, or its principals.

8. Criminal Activity: In any, a list of all indictments and convictions for violations of federal and/or state laws by the Vendor or any officer or board member or former officer or board member of the Vendor within the past five (5) years and the issues involved.

9. Correctional Facility Disturbances: A description of all major disturbances that have occurred in any criminal justice facility operated by the Vendor within the past 10 years; and the name, address and telephone number of a contact person representing the facility. For the purposes of this section, a “major disturbance” shall be defined as: any fatality or injury resulting in hospitalization of staff or inmates that occurred on or off facility grounds or that stem from actions that took place on or originated on facility grounds; assault or battery on facility grounds that resulted in the hospitalization of staff or inmate; any riot or strike on facility grounds; the arrest of any facility staff member on or relating to act that took place on facility grounds; and any escape.

9-a. Correctional Facility enforcement actions. A list and description of all administrative, civil penalty, or criminal enforcement actions by a local, state or federal agency or officer against the Vendor, a facility operated by the Vendor or against any staff employed at a facility operated by a Vendor at any time during the past 10 years. Copies of orders, agreements, and other documents evidencing the final disposition of such enforcement action shall be submitted.


A.3 – Price Proposal Format:

Please note that all pricing data shall be provided under separate cover from the Design/Build and Operations Proposals detailed in A.1 and A.2.

Pricing Assumptions:

*Under all RFP Options set forth in Table 1, the Vendor shall be responsible for the provision of all equipment, fixtures and furnishings (“FF & E”). For purposes of this proposal, the FF & E allowance is % 6 of the Total Design/Build Cost.

*Under all RFP Options set forth in Table 1, the Vendor shall be responsible for the maintenance of the Facility infrastructure, major equipment, fixtures and systems for the Term.
*Under all RFP Options set forth in Table 1, the Vendor shall be responsible for all applicable local, municipal, state and federal taxes for the Term.

*Under all RFP Options set forth in Table 1, the Vendor shall be required to maintain a minimum number of beds for NH Inmates equal to the population figures reflected in Table 2 below.

*Under RFP Options #1 and #3 as set forth in Table 1, the State of New Hampshire will guarantee an occupancy rate of 80% of the population figures reflected in Table 2 below. The Vendor will be paid a per diem for at least the guaranteed occupancy regardless of the actual number of inmates at the facility at that time.
*Under RFP Options #1 and #3 as set forth in Table 1, the Vendor shall be responsible for the maintenance and upkeep of the grounds, facilities and furnishings for the Term.

*Under RFP Options #1 and #3 as set forth in Table 1, the Vendor shall be responsible for all utility expenses for the Term.

a. **The Vendor shall submit a price for** the Design, Construction, Addition and/or Renovation services (required under all RFP Options set forth in Table 1), inclusive of all costs incurred to deliver the facility for occupancy, including but not limited to site work, materials, supplies, labor, fixtures, furnishing and equipment and the State Project Manager Fee described below in Section 3.4 of this RFP and the Monitor Fee.
b. The price proposal for the Operation and Management of a facility (required where the Vendor shall be providing such services) must be submitted in the form of a total annual contract cost and Per Diem per inmate costs, assuming the following:
   1. Total length of contract is 20 years with 2 - 5 year extension options;
   2. The projected population table as identified in Table 2 below
   3. Listed below is the projected number of NH inmates over the twenty years. The vendor must provide capacity up to the maximums listed below. The State shall guarantee a minimum of 80% of the population figures in the matrix below.

<table>
<thead>
<tr>
<th>Custody Level</th>
<th>1 &amp; 2</th>
<th>3 &amp; 4</th>
<th>5 &amp; 6</th>
<th>7 &amp; 8</th>
<th>9 &amp; 10</th>
<th>11 &amp; 12</th>
<th>13 &amp; 14</th>
<th>15 &amp; 16</th>
<th>17 &amp; 18</th>
<th>19 &amp; 20</th>
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<tr>
<td>C2 - Minimum Security</td>
<td>154</td>
<td>149</td>
<td>142</td>
<td>142</td>
<td>137</td>
<td>137</td>
<td>133</td>
<td>133</td>
<td>126</td>
<td>126</td>
</tr>
<tr>
<td>C3 - Medium Security</td>
<td>1076</td>
<td>1036</td>
<td>993</td>
<td>993</td>
<td>953</td>
<td>953</td>
<td>922</td>
<td>922</td>
<td>879</td>
<td>879</td>
</tr>
<tr>
<td>C4 - Close Custody</td>
<td>120</td>
<td>115</td>
<td>115</td>
<td>115</td>
<td>110</td>
<td>110</td>
<td>100</td>
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<tr>
<td>C5 - Maximum Security</td>
<td>90</td>
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<td>85</td>
<td>85</td>
<td>85</td>
<td>85</td>
<td>85</td>
</tr>
<tr>
<td>RTU</td>
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<td>40</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>SPU</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
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<td>70</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1550</td>
<td>1500</td>
<td>1450</td>
<td>1450</td>
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<td>1400</td>
<td>1350</td>
<td>1350</td>
<td>1300</td>
<td>1300</td>
</tr>
</tbody>
</table>

Assumptions:
1. Due to policy initiatives over the last year NHDOC population has been falling. We expect this drop to slow due to recent legislative changes and an anticipated point where drops will stop.
2. SPU/RTU population is expected to rise by 20 in next year or so plus bed pressure from NHH is increasing. Therefore this number should remain constant.
3. C5/Maximum Security numbers represent a small portion of the population drop and this will likely continue. Projected C5 numbers remain relatively constant.
4. C4/Close Custody numbers represent a small portion of the population drop and this will likely continue. Projected C4 numbers remain relatively constant.

The Vendor is to provide a cost breakdown detail of their Per Diem and total annual contract costs; See ATTACHMENT C.
In addition, and as shown in Attachment C, the Vendor is to provide the following:

- The Per Diem cost applicable to each of the custody levels set forth in Table 2*; and
- The incremental cost for population levels above those shown in Table 2.

*Note, partial bids will not be accepted; the Vendor is to provide for (and price) the incarceration of all custody levels set forth in Table 2. In evaluating proposals, the State shall utilize a weighted average of the Per Diem rates supplied by the vendor.

c. Under all RFP Options set forth in Table 1, the Vendor shall also provide the Buyout price for the facility based upon a twenty (20) year term See Attachment G.

12. Proposal Submission Deadline

All RFP submissions must be received at the Bureau of Purchase and Property no later than 1:00 PM E.D.T. on January 26, 2012. Submissions received after the date and time specified will be marked as late and will not be eligible for consideration in the evaluation process.

All offers shall remain valid from the proposal submission deadline until the lapse of 270 days. A vendor’s disclosure or distribution of proposals other than to the Department of Administrative Services, Bureau of Purchase and Property, shall be grounds for disqualification. Vendors shall submit their proposal in its entirety to:

State of New Hampshire  
C/O Rudolph Ogden, Administrative Services  
New Hampshire Bureau of Purchase and Property  
25 Capitol Street, Room 102  
Concord, NH 03301-6312  
(603) 271-3290

Proposal responses shall be marked as:

State of New Hampshire, RFP # 1356-12  
Response Due: January, 26 2012@ 1:00 PM E.D.T.  
New Prison Facility

13. RFP Delivery Requirements

Prospective Vendors shall comply with instructions and conditions as specified in the Proposal and ensure sealed offers are received by the date, time and location identified herein.

Instructions:

Please submit ten (10) copies, five (5) hardcopy and five (5) electronic copies of your response to:

Rudolph W. Ogden III, Contract Manager  
Department of Administrator Services  
25 Capitol St., Room 102  
Concord, NH 03301
All responses must be delivered to the above office on or before January 26, 2012, 1:00 PM EST. Responses received after the above date and time will not be considered. The Transmittal Letter attached hereto must be signed and submitted with your RFP response, along with any issued addenda. Failure to submit the Transmittal Letter or issued addenda with your response will result in rejection of your response. All material received in response to this RFP shall become the property of the State. Regardless of the bidder selected, the State reserves the right to use any information presented in any proposal. The content of each bidder's proposal shall become public information pursuant to RSA 91-A once a contract has been awarded.

14. Bid Receipt and Opening

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

15. Additional Information

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

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

16. Terms Of Submission

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

Proposal Certification, Final Review, and Proposal Submission

By responding to this RFP, the Vendor understands and agrees to the following:

1. That this submitted proposal constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance and Governor and Council approval, will constitute a valid and binding contract between the undersigned and the State Entity; and

2. That the Vendor has read the specifications and requirements shown or referenced in the RFP and that the Vendor's proposal is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the Vendor's proposal; and

3. That the Vendor guarantees and certifies that all items included in the Vendor's proposal meet or exceed any and all such stated RFP specifications and requirements except as expressly stated otherwise in the Vendor's proposal; and

4. That, if awarded a contract, the Vendor will meet or exceed the RFP specifications and requirements except as expressly stated otherwise in the Vendor's proposal; and

5. That the technical and cost proposals submitted by the Vendor shall be valid and held open for a period of two hundred and seventy (270) days from the final RFP closing date and that the proposals may be held open for a lengthier period of time subject to the Vendor's consent; and

6. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Vendor understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
17. Public Disclosure

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

If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained, in, made part of, or submitted with the contract or purchase order, including the Proposal, shall be subject to public disclosure. As provided by RSA 21-I:13-a, any contract resulting from this request for proposals shall become a public document, in its entirety, upon submission to the NH Governor and Council for approval. Subsequently, upon receipt of any Right to Know request, (RSA 91-A), the State shall release the contract in its entirety.

If a right-to-know request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, the State may, upon submitting a contract to Governor and Executive Counsel for approval, as provided by RSA 21-I:13-a, disclose any and all portions of the bid, proposal or related materials that is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess whether it believes any of the information is subject to release pursuant to RSA 91-A. The State shall notify the bidder that the request has been made; indicate what, if any, portions of the bid, proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder. The State is not obligated to comply with a bidder’s designation regarding confidentiality.

18. Notification and Award of Contracts

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

Proposal results will not be given by telephone. Proposal results will be made public at the time of presentation to the Governor and Executive Council for approval.

19. Restriction of Contact with State Employees

From the release date of this RFP, all contact with personnel employed by or under contract with the State, except those
specifically mentioned in this RFP, or during the Vendors' conference (if any), or as provided by existing work agreement(s) is prohibited. Improper contact is grounds for rejection of your response.

20. Cancellation and Rejection

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

21. Adherence to Laws, Rules, Regulations and Standards

By submitting a response to this solicitation, Vendor hereby agrees to meet applicable requirements of New Hampshire Statutes and any additional applicable local, state and federal laws, rules and regulations. In addition, Vendor agrees to adhere to all standards applicable to both the design and construction of the facility and the operation and management of the Facility (if applicable). Such adherence shall include, but not be limited to all applicable ACA Standards for Correctional Facilities (whether mandatory or non-mandatory), and the New Hampshire Department of Corrections’ Administrative Rules, policies and procedures (unless in contravention with corresponding ACA standards) and all relevant court orders and consent decrees pertinent to the operation of NHDOC facilities. Vendor is responsible for being familiar with and obtaining copies of current versions of such standards, manuals, procedures, etc.

22. Confidentiality of Proposal Information

The State considers certain portions of the proposals, that it deems to be vital to the security of the facility (to include but not limited to detailed building plans, specifications and installation plans for critical systems, etc) as confidential. As a result, proposal materials shall not be disclosed to anyone other than in connection with the submission of a proposal. A Vendor’s disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

B. Estimated Timetable/Schedule of Events

The schedule of events set out herein represents the State Entity's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>11/15/2011</td>
<td>3:00pm</td>
</tr>
<tr>
<td>Vendors' Conference/Pre-Bid Conference Location</td>
<td>11/29/2011</td>
<td>11:00am</td>
</tr>
<tr>
<td>Deadline for written vendor questions sent</td>
<td>12/12/2011</td>
<td>3:00pm</td>
</tr>
<tr>
<td>Responses to Written Questions</td>
<td>12/21/2011</td>
<td>3:00pm</td>
</tr>
<tr>
<td>Proposals Due/Close Date and Time</td>
<td>1/26/2011</td>
<td>1:00pm</td>
</tr>
</tbody>
</table>
C. Contract Term

The initial term of the contract is for twenty (20) years from the date the contract is approved by G&C. The State Entity shall have two (2) five (5) year option(s) to renew, which options shall be exercisable at the sole discretion of the State Entity, subject to Governor and Executive Council approval. In the event that the contract, if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the execution of a renewal contract, the State Entity may, with the written consent of the Awarded Vendor, extend the contract for such period of time as may be necessary. The contract may be amended in writing from time to time by mutual consent of the parties. Unless this RFP states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds.

D. Miscellaneous Contractual Terms

In addition to those terms set forth in the P-37 Form Contract, any contract resulting from this RFP that involves operations and management of the Facility will include the following:

1. Right of Entry and Inspection: NHDOC, the State Auditor or their representative shall have the right to enter and inspect without notice every part of the Vendor or subcontractor facility or such other places where duties under this Contract are being performed as well as addressing its right of access to all inmates, documents and records maintained by the facility.

2. Risk of Loss and Ownership: The state takes no title to any of the goods used by Vendor in performing the Services hereunder. Vendor shall bear all risk of loss for any goods used or provided pursuant to this Contract.

3. Cooperation: In the event that the State of New Hampshire enters into any agreement with other vendors or State agencies related to the provision of the Service, Vendor agrees to fully cooperate with such other vendors or State agencies. Vendor shall not commit any act nor refrain from any act which will interfere with the performance of work by any other vendors or State agencies.

4. Facility Purchase Option: The Vendor shall provide a twenty (20) year annual buyout schedule for the Facility, Land and FF & E. The State shall have the right to exercise the buyout option at any time with a six (6) month written notification during the contract period. The purchase of the Facility shall be subject to applicable laws, rules, and regulations. If all grounds, sidewalks, roadways, parking lots, buildings and FF&E have not been maintained in a good state of repair and appearance, normal wear and tear excluded, the purchase price shall be reduced accordingly.

5. Exclusive Use of NHDOC: NHDOC will have right of first refusal for the exclusive use and advantage of the facility and all associated operations up to the contracted number of inmates. The vendor will have the right to commit facility beds above the contract amount through contracts with other jurisdictions. The vendor shall not commit beds that exceed the NH inmate population figures set forth in Table 2, or the designed capacity of the facility without permission from the Commissioner of NHDOC.

6. Facility Start-up: The transfer of Inmates to the Facility may commence only after a contract is approved by the G&C, and the Vendor has received a Certificate of Substantial Completion. The Certificate of Substantial completion, for purposes of the Contract, shall be defined as the Certificate granted by the State when the facility is operational and the remaining unfinished items (e.g. a punch-list) would not interfere with the facility’s intended use.

7. Records Retention: The Vendor agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the
Contract. The Vendor’s record retention policies with respect to this Contract shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Vendor Records Retention except where they are in conflict with applicable State laws and regulations.

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs incurred in their respective performance of their obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years from Contract termination or end of all litigation, including appeals, whichever is later.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by state and federal personnel as authorized by law, rule, regulation or Contract, as applicable. During the Term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after termination of the Contract or the end of all litigation including all appeals, whichever is later. The Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

Books, records, documents, and other evidence of accounting procedures and practices related to the Vendor’s cost structure and profit factors shall be excluded from the State’s review unless the cost or any other material issued under the Contract is calculated or derived from these factors.

8. Termination for Cause: In the event of a breach or default by the Vendor, the Department of Corrections may terminate the Contract immediately or in stages. Absent an emergency in the facility, the Department of Corrections will provide at least thirty days notice of termination. Following notice of termination, the Department of Corrections may coordinate the placement of NHDOC supervisors or employees or any other contracted vendor(s) in the facility, to be allowed to direct activities and operations in the facility. In the event of a state of emergency, the NHDOC will retain the right to terminate the Contract with less notice or no notice. The Vendor shall be notified of the termination in writing. Said notice shall hereinafter be referred to as a Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Vendor shall cease operations under the Contract in stages.

The Vendor may terminate the Contract for NHDOC’s failure to make payment due under the Contract as described in section 12, NHDOC breach. The Vendor may also terminate the Contract for a breach by NHDOC that substantially prevents the Vendor from performing its obligations, if the Vendor has notified NHDOC of that breach and the NHDOC has failed to cure that breach within a reasonable time. Otherwise, the Vendor may terminate the Contract only upon the written consent of the NHDOC, upon such conditions as the NHDOC may require.

In all instances of termination, whether initiated by NHDOC or the Vendor, an Assumption and Control Plan shall be developed that assures continual levels of security management and delivery of services as set forth in this RFP. The Vendor agrees to cooperate with the NHDOC in the event of a termination, partial default, or partial takeover. The parties shall use or adapt as much of the Assumption and Control Plan as is feasible, given the termination date. Further, the Vendor shall fully cooperate with the new Vendor and NHDOC in the transition of the operation and management of the facility. The Vendor will immediately cease all work on the termination date of the Contract. The Vendor will also immediately prepare a report and deliver it to the NHDOC – this report must detail the work completed at the date of termination and any costs incurred in performing the Contract up to the termination date.

In the event of a termination, the NHDOC may withhold amounts that may be due to the Vendor without waiver of any other remedy or damages available to the NHDOC at law or at equity. If the Contract is terminated, the Vendor will ordinarily be entitled to compensation for any satisfactory work completed under the Contract prior to the termination date.
A final invoice must be submitted for the NHDOC to approve for payment.

In the event of a termination, the Vendor may be liable to the NHDOC for any and all damages incurred by the NHDOC including, but not limited to, transportation of inmates, or by any other state agency, expenses incurred by the NHDOC or any other agency to staff the facility, and any and all expenses incurred by the NHDOC or any other agency to run the facility which exceed the amount the NHDOC would have paid the Vendor under this Contract.

The Vendor will be solely responsible for satisfying any claims of its subcontractors for any termination of the Contract and will indemnify the NHDOC for any liability to them. Each subcontractor will hold the NHDOC harmless for any damage caused to him or her from any such termination and will look solely to the Vendor for any compensation to which they may be entitled. Any default by the Vendor or one of its subcontractors will be treated as a default by the Vendor and all of its subcontractors.

9. In addition to the Events of Default set forth in the P-37 Form Contract, an Event of Default will exist if any of the following occurs:

A. Vendor knowingly furnishes any statement, representation, warranty, or certification in connection with the RFP or the Contract, which representation is materially false, deceptive, incorrect, or incomplete.

B. Vendor fails to perform in accordance with any term or provision of the Contract or defaults in performance of the Contract.

C. The performance of the Contract is substantially endangered by the action or inaction of the Vendor, or such endangerment can be reasonably anticipated.

D. Partial performance by the Vendor of any term or provision of the Contract or any act taken by the Vendor prohibited or restricted by the Contract.

In the event of a default, in addition to those remedies set forth in the Form Contract P-37, the NHDOC shall have available the following remedies as described further herein:

A. Deduction from payment for services invoiced but not provided;

B. Actual damages and any other remedy available at law or equity;

C. Partial default; and/or

D. Termination of the Contract.

10. Notification of Default and Response: In the event of default by the Vendor, the NHDOC shall provide written notice of the default, and shall determine and provide a reasonable time period for Vendor to cure said default in the notice to the Warden and any other person designated by the Vendor. The reasonableness of the time to cure shall be determined by the NHDOC or outlined in the Contract. In the event the Vendor disagrees with the NHDOC’s determination of default, or period to cure, the Vendor shall notify the Commissioner of the NHDOC in writing, provided any appeal to the Commissioner of the NHDOC shall not toll or otherwise affect the period to cure. In the event the Vendor fails to cure the default within the time period provided, then the NHDOC shall have available any and all remedies described herein.

This provision regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated
defaults of the same nature, or in the event the Contract Monitor or Commissioner of the NHDOC invokes the immediate compliance provisions below. If the Division Director determines in his/her sole discretion that a noncompliance did not exist or that the corrective action required by the NHDOC was excessive, the Commissioner shall authorize payment to Vendor of the actual expense incurred in taking said corrective action or excessive corrective action upon receipt of appropriate documentation substantiating said expense from Vendor. All directions and actions by the Commissioner of the NHDOC and actions by the Vendor shall be recorded and reported to the Warden in writing as soon as practical.

11. Immediate Compliance: If the Commissioner of the NHDOC reasonably determines that the Vendor is not operating in compliance with a term or condition of the Contract, which in his or her opinion may adversely affect the security of the Facility, present a hazard to the safety or health of inmates or other individuals, or potentially violates the civil rights of inmates, the Commissioner shall notify the Vendor in writing and verbally if it is believed an emergency situation exists. The notice shall direct the Vendor to immediately correct the noncompliance.

The Vendor shall immediately provide written notice to the Commissioner of the NHDOC of the proposed corrective action. If the Commissioner of the NHDOC does not object to the proposed corrective action, the Vendor shall immediately implement said corrective action. If the Commissioner of the NHDOC disagrees with the proposed corrective action or if the Vendor fails to notify the Commissioner immediately of its proposed corrective action, the Commissioner shall specify the corrective action that the Vendor shall immediately implement.

Notwithstanding any provision contained herein to the contrary in such a circumstance, the Vendor shall immediately implement the corrective action once approved by the NHDOC. In the event the Vendor disagrees with the determination of noncompliance or designated corrective action, a request for reconsideration may be submitted in writing to the Commissioner of the NHDOC. In no event shall the corrective action be delayed pending appeal.

12. NHDOC Breach: The Vendor shall notify the NHDOC in writing within thirty (30) days of any asserted breach or default of Contract by the NHDOC. Said notice shall contain a description of the asserted breach or default. The NHDOC shall be afforded a forty-five (45) day period in which to effect a cure or in which to take reasonable steps to effect a cure; however, if the asserted breach or default concerns the NHDOC’s failure to make payment under this Contract, the NHDOC shall have sixty (60) days after the notice to effect a cure unless or except to the extent the payment is the subject of a dispute between the parties.

In the event of a breach or default by the NHDOC, the Vendor may avail itself of any remedy provided under law; provided, however, failure by the Vendor to give the NHDOC written notice and opportunity to cure, as described in this section, operates as a waiver by the Vendor of its rights with regard to the NHDOC’s breach or default.

Failure by the Vendor to file a claim before the appropriate forum in New Hampshire with jurisdiction to hear such claim within two (2) years of the required written notice shall operate as a waiver of said claim in its entirety. The parties agree this provision establishes a contractual period of limitations for any claim brought by the Vendor. In the event the NHDOC fails to make any payment due under this Contract within the cure period specified herein and the amount not paid exceeds 10 percent of the invoice, the Vendor may terminate the Contract upon ninety days prior written notice to the Division Director; provided, however, the Vendor may terminate this Contract only upon the NHDOC’s failure to pay an amount which is not in dispute. In the event of such termination, the NHDOC will be liable to the Vendor for the costs of services satisfactorily provided and not in dispute, up to and included the termination date.

13. Partial Default: In the event of a breach or default by the Vendor, the NHDOC may declare a Partial Default. If the Vendor fails to cure the breach or default within the time period provided in the notice, then the NHDOC may declare a Partial Default and provide written notice to Vendor of the following:
A. The date upon which the Vendor shall terminate providing the service associated with the breach or default, and

B. The date the NHDOC or a designated third party will begin to provide the service associated with the breach or default.

The NHDOC may revise the time periods contained in the notice upon written notice to the Vendor. In the event the
NHDOC declares a Partial Default, the NHDOC may withhold from the amounts due the Vendor the greater of:

A. Amounts which would be paid to the Vendor to provide the defaulted service as provided by the Vendor, or

B. The cost to the NHDOC of providing the defaulted service, whether said service is provided by the NHDOC or a third
   party.

To determine the amount the Vendor is being paid for any particular service, the NHDOC shall review the Vendor's
scheduled payments. The Commissioner of the NHDOC or his/her designee shall make the determination of said amount.

Upon Partial Default, the Vendor shall have no right to recover from the NHDOC any actual, general, special, incidental,
consequential, or any other damages whatsoever of any description or amount. The Vendor agrees to cooperate fully with
the NHDOC in the event a Partial Default is taken. All such provisions and agreements are subject to availability of
appropriations, and must be consistent with the intent of the appropriations.

It will not be considered a breach or default by the NHDOC if the state enacts a law which removes or restricts the
authority or ability of the NHDOC to conduct all or part of its function that is the subject of the breach or default claimed by
Vendor.

14. Termination Because of Non-Appropriation: In the event funds to finance this Contract become unavailable,
NHDOC may terminate the Contract. In such event the NHDOC shall provide as much notice as is practicable, and shall
effort to provide at least one-hundred (120) days notice. Notice shall be in writing and shall be delivered by certified
mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-
person with proof of delivery. The NHDOC shall be the final authority as to the availability of funds.

A. Design/Construction Installment Payments – Upon receipt of the notification described above, the State will have
the option to buyout the asset as detailed in Attachment F, subject to funding.

B. Operation/Management Installment Payments – Upon receipt of the Notice described above, if the State is not
funded for operations, the Vendor shall have the right to fill the vacant beds with inmates from jurisdictions other
than New Hampshire. The Vendor shall work with the NHDOC to arrange for the orderly transfer of NH inmates to
designated facilities.

15. Assumption of Control: NHDOC reserves the right to assume the management and operation ("control") of the
facility during (i) a, riot or disturbance within the facility; (ii) during a natural disaster or when a state of emergency has
been declared by the governor under RSA 4:45; (iii) under conditions of termination of the Contract, or (iv) under
conditions demonstrating a substantial failure of local management control. NHDOC may implement Assumption of Control
with either NHDOC resources or alternate contracted vendors. Vendor shall prepare and submit to the NHDOC, at least
thirty (30) days prior to the Service Commencement Date for the Operation of the facility, an Assumption of Control Plan
applicable to the facility, with subsections as needed to address issues unique to the facility. Such Plan is subject to the
approval of the NHDOC and must provide for the temporary, orderly transfer of control of the facility from the Vendor to the
NHDOC. The Plan shall provide for the emergency assumption of control of the facility and inmates housed therein by the
NHDOC during a natural disaster, riot or disturbance within the facility, or under conditions of termination of Contract, if in
the sole discretion of the NHDOC, if such assumption of control is necessary. This right to assume control shall create no obligation on the part of the NHDOC to do so.

16. Annual Appropriation: The State of New Hampshire and NHDOC’s performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Contract.

17. Force Majeure: Force Majeure shall not include the following occurrences:

A. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market.

B. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

C. Inability of either the Vendor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notices shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with the contract. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such delay or failure is caused by force majeure.

18. Site Rules and Regulations: Vendor shall have appropriate policies in place and use its best efforts to assure that its employees and agents, while on any State, County or Agent premises, shall comply with the rules and regulations applicable to the site.

19. Applicable Laws and Rules: The Vendor shall comply with all laws, regulations, and directives issued by any applicable Federal, State, County, Municipal or other regulatory body, including the regulatory public health agency pertaining to the Workers’ Compensation Act and shall conduct said operation in a safe, efficient, and sanitary manner. The Vendor is responsible for complying with any applicable local, state, or national codes and/or ordinances.

All necessary permits and licenses shall be the responsibility of the Vendor.

20. Liability: The Vendor shall hold harmless the NHDOC from any and all liability in damages arising out of any Vendor’s actions, covenants or agreements. Further, it is specifically understood that Vendor is an independent contractor and it is not, in any way, an employee, agent, servant, or representative of the State, its Agencies or subdivisions.

21. Unauthorized Employment of Alien Workers: The NHDOC shall consider the employment by a Vendor of unauthorized aliens a violation of Section 27A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.
22. **Silence of Specifications:** The apparent silence of specifications set forth in this RFP and contract to any details or the omission from it of a detailed description, concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of this RFP shall be made upon the basis of this statement.

23. **Non-Exclusive Rights:** The right to provide the services which will be granted under the Contract shall not be exclusive. The NHDOC reserves the right to contract for and purchase the services from as many firms as it deems necessary without infringing upon or terminating the Contract.

24. **Contract:** The Contract between the NHDOC and the successful Vendor shall incorporate this RFP, addenda to this RFP, and the Vendor’s proposal. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the Contract shall govern, with any remaining ambiguities or conflicts to be resolved in favor of the NHDOC.

25. **Emergency Conditions:** The NHDOC reserves the right to waive the conditions to this Contract to include meeting American Correctional Association (ACA) requirements during emergency conditions caused.

26. **Maintenance of Corporate Existence and Business:** Vendor shall at all times maintain its corporate existence and authority to transact business in good standing in its jurisdiction of incorporation and the State of New Hampshire. Vendor shall maintain all licenses, permits, and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on Vendor’s ability to perform its obligations under the Contract.

27. **Governing Law and Venue:** Any Contract resulting from this RFP shall be construed under the laws of the State of New Hampshire. Any action arising from said Contract, whether for the enforcement thereof or otherwise, shall be brought in New Hampshire.

28. **Copies of Documents:** Prior to final execution of the resulting Contract and as an on-going Contract requirement, the Vendor shall provide the NHDOC on a timely basis copies of all original and renewed insurance certificates, tax receipts or other appropriate documentation indicating the Vendor’s payments to the taxing authorities.

29. **Post-Conviction Proceedings:** Vendor will not be responsible for defending any post conviction action, including appeals and writs of habeas corpus, by any inmate challenging the underlying judgment of conviction or the administration of the sentence imposed.

30. **Disputes:** All services shall be performed by the Vendor to the satisfaction of the Commissioner of NHDOC, on behalf of the NHDOC, who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract.

31. **No Third Party Beneficiary:** The Contract resulting from the RFP shall be for the sole benefit of the selected Vendor and the NHDOC and shall not be construed as conferring any rights on any person not a signatory thereto.

32. **Taxes, Liens and Assessments:** Vendor shall: (i) pay, or make provision for payment of all lawful taxes and assessments levied or assessed by Federal, State or any local government on the facility for any machinery, equipment or other property installed or located by Vendor therein or thereon, or upon the financing company with respect to the facility or any part hereof, including any taxes levied upon or with respect to the income or revenues of the financing company from the facility, or upon any payments pursuant to any financing agreement entered into by and between the NHDOC and the said financing company regarding the facility; (ii) not create or suffer to be created any lien or charge upon the facility or any part thereof; (iii) pay or cause to be discharged or make adequate provision to timely satisfy and discharge any lien or charge upon the facility or any part thereof and all lawful claims or demand for labor, materials, supplies or other
charges which, if unpaid, might be or become a lien upon the facility or any part thereof; and (iv) pay all utility charges,
including "service charges", incurred or imposed with respect to the facility [Applies to Privately Operated Facilities only].

33. Confidentiality of State’s Information

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including State Confidential Information. The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, State Confidential Information that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form. All right, title, and interest in and to the State’s Confidential Information shall remain with the State. Subject to applicable federal or state laws and regulations including without limitation RSA Chapter 91-A, State Confidential Information shall not include information which: (i) was disclosed to the Vendor on a non-confidential basis from a source other than the State, which the Vendor believes is not prohibited from disclosing such information as a result of an obligation in favor of the State; (ii) is developed by the Vendor independently of, or was known by the Vendor prior to, any disclosure of such information made by the State; or (iii) is disclosed with the written consent of the State. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction after it has provided the State with reasonable advance notice of such an order. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State’s Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State’s information, the Vendor shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

3. Proposal Evaluation Process

3.1 Reply Evaluation Criteria:

Proposal Options shall be evaluated in comparison with other Proposals of the same option; i.e. Proposal Option #1s will be compared and evaluated against other Proposal Option #1s. The State will then rank the highest scoring proposals for each option and make a determination to (and if to) proceed with a given option.

Note, as described above this RFP is being released in close conjunction with an RFP for a female prison and an RFP for a hybrid facility housing both male and female inmates. It is the State’s intent to evaluate the top proposals for each of these RFPs in tandem in order to arrive at an optimal solution to the ongoing and forward-looking correctional needs of the State. THE STATE IS NOT OBLIGATED TO AWARD A CONTRACT AND IS FREE TO REJECT ANY AND ALL PROPOSALS AT ANY TIME.

a. “Construct and Operate” Proposals (Proposal Options #1 & #3 as set forth in Table 1): The State shall evaluate responsive replies and score them on a scale of 1 to 200 using the following criteria (weight noted parenthetically). The State anticipates awarding the Contract (if any award is made) to the Vendor with the highest score, as described below. The following criteria will be used to evaluate Proposals.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design/Build and Operational Qualifications</td>
<td>50</td>
</tr>
<tr>
<td>Overall Design/Build Plan</td>
<td>25</td>
</tr>
<tr>
<td>Overall Operations Plan</td>
<td>50</td>
</tr>
<tr>
<td>Price</td>
<td>75</td>
</tr>
<tr>
<td>TOTAL</td>
<td>200</td>
</tr>
</tbody>
</table>
• Qualifications: Vendor’s qualifications for the design, construction and operation, financial and additional services proposal (Maximum 50 points)

• Experience – Years of experience that the company has in providing similar services, qualifications of key personnel, ability of Vendor to comprehensively provide the services sought under the solicitation. (0-30 points)

• Financial – The financial stability of the Company as determined by any and all information received by the NHDOC as part of the evaluation of Proposal. (0-10 points)

• References – Three references from similar current and past projects provided as directed herein. (0-10 points)

• Overall Design/Build Plan: Vendor’s overall Design/Build Proposal that will provide the best value to the state. (Maximum 25 points)

• Detailed Plans – Vendor’s Project Work Plan and Development Plan. (0-25 points)

• Overall Operations Plan:

• Vendor’s overall Facilities Operations Proposal that will provide the best value to the state. (Maximum 50 points)
  
  • Best Practices – Inclusion of any best practices incorporating the optimum of industry processes. (0-25 points)

  • Evidence Based Practices – Vendor’s plan for the providing the programming shown to reduce the likelihood of recidivism. (0-25 points)

• Price: The Vendor’s price for construction and operation of the correctional facility described herein. (Maximum 75 points)

• Competitiveness of Vendor’s total price (Based on Per Diem Rates). (Maximum 75 points)

b. “Construct and State will Operate” Proposal (Proposal Options #2 and #4 as set forth in Table 1): The State shall evaluate responsive replies and score them on a scale of 1 to 150 using the following criteria (weight noted parenthetically). The State anticipates awarding the Contract (if any award is made) to the Vendor that is responsive and responsible, and provides the best value to the State of New Hampshire. The following criteria will be used to evaluate Proposals.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design/Build Qualifications</td>
<td>50</td>
</tr>
<tr>
<td>Overall Design/Build Plan</td>
<td>25</td>
</tr>
<tr>
<td>Price</td>
<td>75</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>150</td>
</tr>
</tbody>
</table>

• Qualifications: Vendor’s qualifications for the design and construction, financial and additional services proposal
• Experience – Years of experience that the company has in providing similar services, qualifications of key personnel, ability of Vendor to comprehensively provide the services sought under the solicitation. (0-30 points)

• Financial – The financial stability of the Company as determined by any and all information received by the NHDOC as part of the evaluation of Proposal. (0-10 points)

• References – Five references from similar current and past projects provided as directed herein. (0-10 points)

• Overall Design/Build Plan: Vendor’s overall Design/Build Proposal that will provide the best value to the state. (Maximum 25 points)

• Detailed Plans – Vendor’s Project Work Plan and Development Plan. (0-25 points)

• Price: The Vendor’s price for construction of the correctional facility described herein. (Maximum 75 points)

• Competitiveness of Vendor’s total finance price during the term. (Maximum 75 points)

3.2 Reply Evaluation and Negotiation Process: Using the evaluation criteria specified above the State shall evaluate and rank replies. The Vendor receiving the highest Total Combined Score and with whom the State Entity is able to reach agreement as to contract terms will be selected. The State reserves the right to negotiate a best and final offer with the vendor receiving the highest Total Combined Score in the best interest of the State. If the State is unable to reach agreement with the Vendor, the State may, at its sole discretion and at any time and without liability to the Vendor, immediately terminate such contract discussions with the Vendor and undertake discussion with the Vendor submitting the next highest ranked proposal meeting the RFP requirements, and so on. The State may, at its sole discretion, immediately terminate any and all contract discussions with any and all Vendors at any time. The State may cancel the RFP and/or reject any or all proposal(s) at any time prior to the final execution of a contract.

3.3 Disclosure of Reply Contents: All documentation produced as part of this solicitation shall become the exclusive property of the State and may not be removed by the Vendor or its agents. All replies shall become the property of the State and shall not be returned to Vendor. The State shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a reply shall not affect this right.

3.4 Design and Construction Service Requirements: The Design and Construction services shall provide for a facility for up to 1550 New Hampshire male inmates. Proposals may include larger facilities aimed at meeting regional correctional needs and thus reduce New Hampshire’s costs. The proposed facility must be able to provide for the housing and service delivery at minimum, medium, close and maximum custody levels, and include a Secure Psychiatric Unit for the care and treatment of civilly committed individuals (male and female). The site should be designated in your proposal and will be discussed during negotiations.

DESIGN REQUIREMENTS
The Vendor shall provide the State with the Design Deliverables as outlined below. Upon its submission of a Design Deliverable, the Vendor shall represent that it has performed its obligations under the Contract associated with the Design Deliverable. Design Deliverables, including but not limited to plans and specifications, shall be submitted for review and approval by the State at the following milestones:

30% Design Phase
80% Design Phase
100% Design Phase
Record Drawings – Post-construction Phase (following completion and acceptance of construction)

- The aforementioned Design Deliverables shall be prepared consistent with the New Hampshire Department of Transportation standards for site/utility work including but not limited to The NHDOT Standard Specifications for Road and Bridge Construction as amended from time to time and incorporated herein by this reference;

- All buildings of the facility must be of durable permanent construction, and all building materials used must be in accordance with all applicable building codes having jurisdiction in the geographical area that the facility is being constructed. All buildings shall be constructed to meet ACA Standards, correctional best-practices, the requirements of all applicable Executive Orders, Court Orders, State Law, life safety codes promulgated by the National Fire Protection Association, and the Americans with Disabilities Act (ADA).

- Since programming designed to reduce recidivism is to be a vital operational aspect of the facility, the drawings should indicate the amount of space required to be dedicated to meet these programmatic needs.

- The Vendor shall assume a fifteen (15)-business day review and approval period by the State for each design phase in their overall schedule.

- Prior to the commencement of work on Design Deliverables, the Vendor shall provide to the State a table of contents, template, draft or sample document for review and prior written approval by the State.

- The State will review and either approves the proposed content for the written Design Deliverable or not accepts it within fifteen (15) business days and specifies what the State requires. The finalized table of contents, template, or a draft or sample document, will then be utilized to review the Design Deliverable to ensure it has met the State’s expectations and can be accepted or not accepted based on previously agreed upon criteria and the requirements of this Contract.

- After receiving written Certification from the Developer/Operator that a Design Deliverable is final, complete, and ready for review, the State will have fifteen (15) business days to review the Design Deliverable and the State will notify the Developer/Operator in writing of its acceptance or rejection of the Design Deliverable. If the State rejects the Design Deliverable, the State will notify the Developer/Operator, in detail, of the nature of the Deficiency and the Developer/Operator must correct the Deficiency within five (5) business days or such other time period the State may require in writing.

- Upon receipt of the corrected Design Deliverable, the State will have fifteen (15) business days to review the corrected Deliverable and notify the Developer/Operator of its acceptance or rejection thereof.

- Failure to remedy the deficiency during the cure period shall be considered an Event of Default.

The Design and Construction services shall also include provision of temporary and permanent electrical power and the design and installation of emergency power generation equipment. All costs incurred for the provision of temporary electrical power and the system to provide such power shall be included in the cost of construction.

Qualification and Description of Work: The Vendor shall perform, or cause to be performed by properly registered and qualified architects and engineers, all necessary professional, architectural, and engineering services (A/E) to design, prepare and detail the architectural plans and specifications for the project. The Vendor shall be responsible for ensuring
that the A/E perform the following architecture/engineering services:

a. Design the project so as to comply with requirements of this solicitation and the Vendor’s proposal and provide ongoing administration of the contract to ensure construction of the project as described in the Contract Documents through final acceptance by the NHDOC;

b. Vendor shall keep one employee on the project site at all times during the construction of the facility. This employee will be responsible for monitoring the progress and quality of the completed construction work and to determine if the construction work is being performed in accordance with the Contract Documents;

c. Review and approve, or take other appropriate action upon, submittals such as shop drawings, product data and samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such reviews shall not be for the purpose of determining accuracy or completeness of any details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems;

d. Special Inspections - The Vendor shall have the registered design professional in responsible charge of the structural design to provide special structural inspections per 2009 International Building Code, Chapter 17.

e. Professional Affidavits - The Vendor shall provide two signed affidavits each from the registered design professionals in responsible charge of architecture, mechanical engineering, electrical engineering, structural engineering, and civil engineering.
   - Design Affidavits shall be submitted at the conclusion of the design phase, but prior to the beginning of the construction phase, and shall state that the design professional's respective design meets all applicable state and federal codes.
   - The Installation Affidavit shall be submitted after substantial completion of the project, but before the issuance of a Certificate of Occupancy, and shall state that the design professional made periodic visits to the site to observe the work and, to the best of their knowledge, information and belief, the project was constructed in accordance with their design. The frequency of site visits shall be such as to provide the design professional a reasonable assurance that the work is being done per the design documents.

f. The design professionals shall keep a log of all site visits, noting the dates and times of the visits and all pertinent observations and shall submit monthly reports to the State noting all findings during the site visits of that month. The design professional shall promptly notify the State of any of the following events or conditions which he observes in the course of performing his duties: code violations; changes which affect code compliance; the use of any materials, assemblies, components, or equipment prohibited by code; major or substantial changes between approved plans and specifications and the work in progress; or any condition which he identifies as constituting an immediate hazard to the public.

The State shall arrange for the services of a State Project Manager who will oversee the work of the Vendor related to site preparation and construction of the facility, to include but not limited to, quality of workmanship, quality of materials, and installation of systems. The total cost of the State Project Manager will be reimbursed to the State by the vendor.

The State Project Manager shall ensure that it receives and reviews all written warranties and related documents required to be assembled by Vendor upon substantial completion, and issue a final Certificate of Substantial Completion upon Vendor’s compliance with the requirements of the Contract Documents.

Inspection by New Hampshire Bureau of Public Works (NHBPW)
The New Hampshire Department of Administrative Services Bureau of Public Works Design & Construction will provide construction review on behalf of the NHDOC for the proposed building(s) and overall site to ensure that the work is completed in a manner consistent with all identified codes and regulations identified in this RFP.

The NHBPW inspection services shall be paid for by the Vendor in the form of a monthly payment to the NHBPW upon invoicing, due within 30-days of invoice issue date. In the proposal, the Vendor shall bear and carry the estimated cost of $360,000 for the NHBPW fees.
Consideration for Community Development/Permitting
This project is covered under RSA 674:54 (Governmental Land Use). The State is committed to being a good neighbor to the communities adjacent to the facility. Collaboration with local officials, neighboring property owners, residents, and appropriate interest groups is essential to shape these development projects in ways that provide positive benefits to the surrounding communities and neighborhoods.

- The Vendor shall participate in a Public Information meeting(s) in the town(s) where the improvements associated with this Contract are planned to occur. Such meetings shall be facilitated by the State, immediately following the 30% design submittal review. Format, location and scheduling for the meeting shall be coordinated with and approved by the State. All costs for the meeting shall be borne by the Vendor including procurement of the venue. Set-up and advertisement of the meeting shall be conducted by the State.
- As contemplated, this project is covered under RSA 674:54 (Governmental Land Use) and as such is not required to meet local zoning or land use requirements; however, all review comments provided through the public information process shall be incorporated to the maximum extent practicable. The Vendor shall notify the State in writing if municipal requirements are not able to be addressed and the associated reasons.
- The Vendor shall obtain, at its own expense, local building permit(s) and appropriate inspections, including Certificate of Occupancy, in coordination with the State Fire Marshall for all buildings constructed under this Contract. Delay in obtaining such approvals and permits shall not relieve the Vendor of its schedule obligations under this Contract.
  - The Vendor shall obtain and pay for all construction licenses, permits, certificates of approval and impact fees, and shall pay all fees as may be required of the Vendor by law for construction of State’s facility including electric and telephone utility back charges for their portion of the work, and shall pay for all fees and charges, and use of the property other than the site of the work for storage of materials or other purposes.
  - The work shall conform to all local, state and federal laws and regulations governing this work and where reference is made to published standard specifications of technical societies, trade associations, governmental agencies, codes and requirements of Underwriters Laboratory and protective organizations shall be the edition enforced at the job sites by the Authorities having Jurisdiction.
  - Pay all applicable Federal, State, and Local sales and other taxes, except taxes and assessments on the real property comprising the site of the Project or according to Part 2(D)(37) of the Contract.
- Site and building design and construction must meet all applicable federal, state and local codes and standards and the Americans with Disabilities Act Accessibility Guidelines.
- All ramp, road and bridge design and construction shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) and the American Association of State Highway and Transportation Officials (AASHTO) standards as they exist at the time.

**3.5 Site Visits and Oral Presentations** The State Entity reserves the right to conduct site visits or to invite Vendors to present their proposal factors/technical solutions to the Evaluation Team. Cost proposals and related cost information must not be discussed during the oral presentation of the Vendor's technical solution.

**4. Required Services**

This section provides detail to the identified required services of this RFP. In addition, Attachment E provides a comprehensive list of the required services. Section 1 of Attachment E covers Facility Design/Construction Requirements and Section 2 of Attachment E covers Facility Operation Requirements. Vendors, in preparing their Operations’ and Design/Build Proposals shall ensure that they are in agreement.
4.01 Definitions

The following terms used in this Section, shall have the meanings set forth below:

ACA: The American Correctional Association.

ACA Standards or Standards: "ACA Standards" means the Standards for Adult Correctional Institutions (Fourth Edition, January 2003, as the same may be modified, amended, or supplemented in the future) published by the American Correctional Association.

Additional Services: Means those additional operational and management services to be provided which are required by changes in ACA Standards, laws, government policies, regulations, or court orders generally applicable to the scope of service contemplated in this solicitation and which may cause an increase in the cost of operating and managing the facility.

Authorized Representative: The person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto. In the case of the VENDOR, the Authorized Representative shall be designated in writing by his/her Company. The designation of the VENDOR's initial Authorized Representative shall be delivered to the NHDOC no later than the effective date of this Contract. The VENDOR's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract. In the case of the NHDOC, the NHDOC Commissioner is hereby designated as its Authorized Representative. At any time, either party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the VENDOR by his/her Company or if on behalf of the NHDOC by the NHDOC Commissioner. Such designations shall remain effective until new written instruments are filed with or actual notice is given to the other party that such designations have been revoked.

Custody Levels:

Minimum Security (C2): are work and program-oriented facilities with dormitory housing, no perimeter fencing, and a relatively low staff-to-inmate ratio. Typically, a minimum security unit is adjacent to a secure facility to provide labor for work details e.g. maintenance projects and warehouse operations. Minimum security inmates can be transported from the facility by unarmed staff (uniform and non-uniform) for business purposes.

Medium Security (C3): are secure facilities with secured perimeters featuring walls or reinforced fences, human patrol and electronic perimeter detection systems. They are mostly cell type housing, offer a wide variety of educational, work and treatment programs. Medium custody inmates generally move about a facility during scheduled movements unescorted, but requires restraints and an armed escort of two officers when leaving the secure perimeter.

Close Custody (C4): are secure facilities with highly secured perimeters featuring walls or reinforced fences, multiple and single human patrol and electronic perimeter detection systems. They are mostly cell type housing, limited work and treatment programs, a high staff-to-inmate ratio, and greater internal controls. On a limited basis, select close custody inmates move about a facility during scheduled movements unescorted, but require restraints and an armed escort of two officers when leaving the secure perimeter.

Maximum Security (C5): are secure facilities with highly secured perimeters featuring walls or reinforced fences,
multiple and single human patrol and electronic perimeter detection systems. They are single cell type housing, restricted work and treatment programs, a higher staff-to-inmate ratio, and greater internal controls. Maximum custody inmates never move about a facility unescorted, and is required to be restrained before being removed from their cell. Maximum security inmates require restraints and an armed escort of two (sometimes three) officers when leaving the secure perimeter.

Civil Commitee: Involuntary commitment or civil commitment is a legal process through which an individual with symptoms of severe mental illness is court-ordered into treatment in a hospital (inpatient) or in the community (outpatient). In NH, there are several statutes that a person can be committed under including but not limited to RSA 135-C; RSA 171-B; RSA 651:9; RSA 135-E.

Commissioner: The Commissioner of the NH Department of Corrections

Contract Documents or Contract: Means the document negotiated and executed by the NHDOC and the Vendor.

Contract Administrator: “Contract Administrator” means the NHDOC employee who is primarily responsible for maintaining the official contract file. The NHDOC may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to Vendor.

Contract Manager: “Contract Manager” means the NHDOC employee who is primarily responsible for management and oversight of the Contract and evaluation of the Vendor’s performance of its duties and obligations pursuant to the terms of the Contract.

Contract Monitor: Please see On-Site Contract Monitor.

Contract Start Date or Contract Effective Date: The date that the anticipated Contract to be awarded through this solicitation for the design and construction of the facility expansion will officially take effect.

Cooperative Transfer Agreement: The Cooperative Transfer Agreement between the VENDOR and the New Hampshire Department of Corrections (NHDOC) which establishes guidelines for transfer of inmates between the Facility and facilities operated by the NHDOC.

Court Orders: Any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operation, management, or maintenance of the facility or related to the care and custody of inmates at the facility.

Day: A calendar day.

DOC or NHDOC: The New Hampshire Department of Corrections.

Department: The Department of Administrative Services

Facility: The adult male minimum/medium/close /maximum security correctional Facility located in New Hampshire, and designed and constructed for the detention of adult male medium/close custody inmates. Further expansion of this Facility may be authorized by the NHDOC. In the event further expansion of the Facility occurs, adjustments will be made upon mutual agreement of the parties. This facility must also include a secure psychiatric unit and residential treatment unit as described in Attachment E.
Fixed Equipment: Refers to all equipment and systems necessary to the operation of the facility, which are an integral part of, or permanently attached to, a structure, or permanently connected to the facility utilities.

Force Majeure: Force majeure is an act or acts of nature (i.e., hurricane, tornado, earthquake, natural fire) or an act or acts of a person or people (i.e., riot, labor strike, act of terrorism, war, national emergency) that can be neither anticipated nor controlled by the parties, and which cause(s) and ordinarily excuse(s) the delay or failure in performance by one or both parties of any of the terms and conditions of this Contract.

GASB: Means the Governmental Accounting Standards Board.

Inmate Welfare Trust Fund (POIIWTF): The vendor shall establish and maintain a trust fund account that meets the same requirements of New Hampshire Statutes and NHDOC Administrative Rules as a similarly named trust account maintained by NHDOC. The net proceeds derived from operating inmate canteens, vending machines used primarily by inmates, receipts from telephone commissions, and similar sources shall be deposited monthly. Expenditures from this trust account are for the benefit of inmates in accordance with New Hampshire Statutes and NHDOC Administrative Rules.

Inmate: Any person assigned by the New Hampshire Department of Corrections to be housed at the correctional facility that the NHDOC has contractual authority over.

Inmate Day: Each Day on which an inmate is housed at the facility, including the first, but not the last day of incarceration as determined by the midnight count of each day.

Leased Furnishings and Equipment: The items of personal property as described in Article 4.02 of this Contract to be financed or refinanced by disbursements from the Project Account and leased to the NHDOC pursuant to the terms and provisions of the Lease Agreement.

Management Services Agreement, Agreement, or Contract: Means the management services agreement or Contract, together with all attachments, exhibits, amendments, and modifications entered into between the NHDOC and the Vendor awarded through this solicitation.

Minimal Constitutionally Adequate Level of Health care: As used herein, means access to and provision of medically necessary and appropriate health care that is reasonably and legally sufficient to address the inmate’s health complaint.

Movable Equipment: Refers to all furniture and equipment not permanently attached to the facility.

NHDOC: The New Hampshire Department of Corrections

Number of Verbs or Nouns: Throughout this solicitation, the singular may be read as the plural and the plural as the singular.

On-Site Contract Monitor: The employee or employees of the NHDOC designated to monitor the operation of the Facility for contract compliance and to coordinate actions and communications between the NHDOC and the VENDOR. The On-site Contract Monitor will be designated by the NHDOC. The On-site Contract Monitor will be the official liaison between the NHDOC and the VENDOR on all on-site matters pertaining to the operation and management services of the Facility. The costs for the On-Site Contract Monitor shall be reimbursed to NHDOC by the VENDOR per Section 4.04 of this RFP.

OSHA: Means the Occupational Safety & Health Administration.
Per Diem Rate: The cost charged per inmate, per inmate day for the delivery of operation and management services at the institution. The prison population for each day will be established by the facility's midnight count.

Personnel Review Committee - Committee made up of the Contract Monitor and HR representatives from the Vendor and NHDOC; See Section 4.34 below.

Project Manager: A person designated by the Vendor to provide Project Management Services, including but not limited to overseeing project construction, contract administration, design review and quality assurance, and schedule management. The Project Manager will be a full representative of the Vendor and will be on site throughout the construction phase of this project.

Proposal: All information and materials submitted by a Vendor in response to this solicitation.

Responsive Vendor means a person or firm that has submitted a proposal that conforms in all material respects to the RFP.

Responsible or qualified Vendor means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a proposal requiring information may be cause for such proposal to be rejected.

RFP / Solicitation: Means this solicitation together with any attachments or amendments.


Service Commencement Date: The date on which the Vendor shall begin providing operations and management services at the facility, which date shall be the first date that inmates are assigned.

State: State shall be synonymous with the New Hampshire Department of Corrections or any State of New Hampshire government entity referenced therein. These terms may be used interchangeably.

State Project Manager: A person designated by the State who will oversee the work of the Vendor related to site preparation and construction of the facility, to include but not limited to, quality of workmanship, quality of materials, and installation of systems. The State Project Manager shall ensure that it receives and reviews all written warranties and related documents required to be assembled by Vendor upon substantial completion, and issue a final Certificate of Substantial Completion upon Vendor’s compliance with the requirements of the Contract Documents

Subcontract: An agreement entered into by the Vendor with any other person or organization that agrees to perform any performance obligation for the Vendor specifically related to securing or fulfilling the Vendor’s obligations to the NHDOC under the terms of the Contract resulting from this solicitation.

Subcontractor: Any person other than an employee of the Vendor who performs any of the services listed in this solicitation for compensation paid by the Vendor.

Unforeseen Circumstances: Means those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of a contract resulting from this solicitation that materially alter the financial conditions upon which the contract is based.

Valid Proposal: A responsive offer in full compliance with the RFP’s specifications and conditions submitted by a
The responsiveness of a proposal shall be determined based on the documents submitted with the proposal. The responsiveness of the proposal and the qualifications or responsibility of the Vendor will be determined as of the time the proposal is publicly opened.

Vendor: The firm awarded a contract to design/build and/or operate/manage the facility. The organizational entity serving as the primary Vendor with whom a contract will be executed. The term Vendor shall include all employees, subcontractors, agents, volunteers, authorized representatives, or anyone acting on behalf of, in the interest of, or for, the Vendor.

The Department of Administrative Services reserves the right to determine which proposals meet the material requirements of the solicitation, and which proposals are nonresponsive.

4.02 SCOPE OF SERVICES

Via this RFP the State is looking to contract with a responsible and responsive vendor to design, construct and operate or construct a correctional facility the State will operate as described in this RFP. As to the design/build services sought via this RFP the detailed requirements are set forth in Attachment E, Section 1. As to the operational services sought for a “Construct and Operate” proposal via this RFP, throughout the term of the contract and renewals (if any), Vendor shall provide Operation and Management Services on a daily basis as set forth in Attachment E, Section 2.

4.03 GENERAL DESCRIPTION OF SERVICES

The services to be provided by the Contract awarded as a result of this solicitation include the following:

I. Design and Construction: This is a turnkey project, with Vendor responsible for complete design, and construction of the Facility including site work, buildings, renovations, utility systems and all equipment and furnishings required to provide a complete operational corrections facility as specified herein. Design and Construction services to be provided include:

a) Physical construction of the project, including all required permitting, labor, materials (unless otherwise specified, all materials to be incorporated into the project shall be new), tools, construction equipment and subcontracted items necessary for the construction and equipping of the project in accordance with the Contract Documents, including handling and warehousing of materials, supplies and equipment.

b) Construction, Supervision and Inspections are to include an adequate inspections system and performance or cause to be performed, such inspections and testing as will ensure that construction of the project is performed in accordance with the requirements of the Contract Documents, recording all such inspections so performed and providing a copy thereof to the Project Manager, which the NHDOC, or its Authorized Representatives may review at their discretion from time to time.

c) Construction Administration to include monthly reporting and accounting coordinated with the Project Manager.

d) Provision/Procurement of Machinery, Equipment and Furnishings including all machinery, equipment and other furnishings and fixtures considered capital assets that are integral and related to the operation, maintenance, and administration of the project and which are identified as being a part of the project in Vendor’s proposal for this solicitation. Such machinery and equipment shall be included in the construction costs of the project and delivered prior to final acceptance of the project. To the extent a brand, type, model number and quantity for any such capital asset is specified in the Vendor’s response to the solicitation and not superseded by a specification on the plans and specifications or this Contract, the designation in Vendor’s proposal shall control. On or before Final Acceptance, Vendor and the NHDOC or their Project Manager shall jointly prepare a property inventory listing each item and noting the condition of each such item
of machinery and equipment for the project as provided by Vendor. Unless otherwise specified herein, all furniture, fixtures and equipment incorporated into the project shall be new. All furniture, fixtures, and equipment necessary for the operation of the facility described in this solicitation will be provided by Vendor, and shall be identified by location and include the quantity, description, unit cost, net.

e) Refer to Attachment E, Section 1 for further detailed design/build requirements.

4.04 On-Site Contract Monitor

In proposals involving a vendor operated facility the VENDOR will be required monthly to reimburse the NHDOC for the salary and expenses of the On-Site Contract Monitor. The position classification will be Programs Evaluation Specialist, Labor Grade 21 with total cost not exceed $86,000.00 per year. Such salary and expenses will include coverage of employee benefits. The salary and expenses of the On-Site Contract Monitor may be adjusted annually, subject to legislative appropriations. The Contract Monitor will begin the performance of their duties at least three (3) months prior to the planned acceptance of inmates.

4.05 INVOICES

The VENDOR shall submit monthly invoices within ten (10) working days of the month end, in a format acceptable to NHDOC, to the attention of the NHDOC’s On-Site Contract Monitor. The invoice will reflect the prison population for each day, midnight count, multiplied by the per diem rate (plus/minus adjustments allowed in the Contract). If there is a discrepancy between the Vendor’s and NHDOC’s records, the NHDOC’s record of transfers and locations as available in the NH CORIS System will be used in calculating the per diem payment. Invoices will be adjusted as specified in the Contract.

The VENDOR will provide required documentation for the invoice to the On-Site Contract Monitor each month. The NHDOC’s On-Site Contract Monitor or his/her successor shall be responsible for enforcing performance of the Contract terms and conditions and he/she shall serve as liaison between the VENDOR and the NHDOC and shall approve all invoices for payment pursuant to New Hampshire Statutes.

4.06 POSSESSION OF FURNISHINGS AND EQUIPMENT

Design/Build Phase: The VENDOR shall have exclusive use and possession, subject to the terms of this Contract, of furnishings and equipment as same is defined and set out in the Contract. Items purchased with state funds are owned by the State of New Hampshire and shall remain with the Facility in the event of termination of this Contract. The VENDOR shall be responsible for all maintenance and repair of furnishings and equipment during the entire construction phase of the contract.

As part of VENDOR’S initial responsibility, the VENDOR shall, in cooperation with the construction Vendor if applicable, prepare and maintain an inventory of leased furnishings and equipment. Such inventory shall include the manufacturer, model number, serial number, monetary value (purchase cost), and assigned identification number.

Privately Operated Facility: The VENDOR shall have exclusive use and possession, subject to the terms of this Contract, of furnishings and equipment as same is defined and set out in the Contract. Items purchased with state funds are owned by the State of New Hampshire and shall remain with the Facility in the event of termination or non-renewal of this Contract. Leased furnishings and equipment shall remain part of the Facility and may not be removed from the Facility, without approval from the On-Site Contract Monitor. The NHDOC shall be entitled to conduct an inventory of
vendor owned and leased furnishings and equipment prior to or within a reasonable time after the Services Commencement Date, and shall be entitled to conduct an inventory of leased furnishings and equipment throughout the Term of this Contract. The VENDOR shall cooperate with the NHDOC in its conducting of all inventories of vendor owned and leased furnishings and equipment. The VENDOR shall be responsible for all maintenance and repair of furnishings and equipment during the entire term of the contract. The VENDOR shall register and maintain all applicable warrantees on vendor owned or leased furnishings and equipment.

**State Operated Facility** The VENDOR shall maintain ownership of major equipment and systems (e.g. HVAC, Security Electronics, Computer Network Hardware, etc.) while transferring to NHDOC exclusive use and possession of minor equipment and furnishings, subject to the terms of this Contract, as same is defined and set out in the Contract. Items purchased with state funds are owned by the State of New Hampshire and shall remain with the Facility in the event of termination or non-renewal of this Contract. Leased furnishings and equipment shall remain part of the Facility and may not be removed from the Facility, without approval from the NHDOC. The NHDOC shall be entitled to conduct an inventory of vendor owned and leased furnishings and equipment prior to or within a reasonable time after the Services Commencement Date, and shall be entitled to conduct an inventory of leased furnishings and equipment throughout the Term of this Contract. The VENDOR shall cooperate with the NHDOC in its conducting of all inventories of vendor owned and leased furnishings and equipment. The VENDOR shall be responsible for all maintenance and repair of major fixtures, equipment and systems during the entire term of the contract. The VENDOR shall register and maintain all applicable warrantees on vendor owned or leased furnishings and equipment.

**4.07 INDEPENDENT VENDOR**

With respect to the performance of the services set out herein, the VENDOR is and shall continue to be an independent Vendor and, subject to the terms of the Contract, shall have the sole right to manage, control, operate, and direct the performance of the details of its duties under the Contract. The VENDOR’s agents and employees shall not accrue from the State of the NHDOC any leave, retirement, insurance, bonding or any other benefit afforded to the employees of the State, the NHDOC, or the DEPARTMENT as a result of the Contract. The VENDOR, its agents, and employees shall not be considered agents or employees of the State, the NHDOC, or the DEPARTMENT.

**4.08 SUB-VENDORS FOR OPERATIONS AND MANAGEMENT SERVICES**

**Design/Build and Operate Proposals:** The VENDOR may subcontract for the performance of any of its responsibilities to provide services pursuant to the Contract, provided the NHDOC reviews all procedural, and operational and fixed capital outlay project plans and provides written approval. The VENDOR shall competitively procure all subcontracts with the intention to maximize competition and ensure the highest quality and the greatest savings possible for the state. The VENDOR shall furnish to the NHDOC’s On-Site Contract Monitor copies of all subcontracts, without regard to amount of annual payments. Any arrangement by the VENDOR with an affiliate or member company to provide services to the Facility shall be subject to the subcontractor provisions of this Section. No contractual relationship shall exist between the NHDOC and any subcontractor and the NHDOC shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the VENDOR. The VENDOR shall be responsible for the management of the subcontractor in the performance of their work. A subcontractor may not work directly with the NHDOC in any manner and shall not be included in contract negotiations, renewals, audit or any other discussions except at the request of the NHDOC.

**4.09 PERSONNEL** (Privately Operated Facility Proposals Only)
The VENDOR shall at all times provide a sufficient number of trained staff to provide for and maintain the security, control, custody, and supervision of inmates in the Facility in compliance with applicable court orders, the ACA Standards, and the Contract. VENDOR will provide a proposed organization chart to include all positions within the facility. VENDOR will provide the NHDOC with a proposed staffing pattern within his/her response to this RFP. Positions will be staffed with qualified employees in accordance with the VENDORS’ staffing pattern submitted and approved by the On-Site Contract Manager(See also Attachment E, Section 2 for additional detail). Any modifications to the position requirements or the staffing pattern must be approved in writing by the On-Site Contract Manager.

Existing NHDOC staff shall be given right of first opportunity for employment consideration by the Vendor when there exist corresponding or other positions in the approved staffing pattern and when the existing NHDOC staff meet the qualifications of the positions proposed. First opportunity to be considered for such positions shall be provided to NHDOC staff for a minimum period of three years from the effective date of the Contract.

Sufficient staff shall be employed at all times to assure that all positions identified as critical complement on the approved staffing pattern, are manned for each shift, unless a departure from the staffing pattern has been approved in writing by the NHDOC Commissioner. The VENDOR shall be required to fill critical complement positions by using overtime or other staff members to ensure that the staffing levels do not decrease below the established critical complement. VENDOR will provide a proposed chart for each shift indicating critical complement and positions required to be filled. VENDOR shall be required to provide a bi-weekly report to the On-Site Contract Monitor of the number of hours each certified officer worked during the pay period. The report will indicate which officers are considered part-time.

Part-time correctional officers may be used as long as they are fully trained. The use of part-time correctional officers shall be limited to a maximum of 20 hours per officer per week, for a total not to exceed 900 hours per week for the Facility. The use of part-time staff in management positions is forbidden. Full-time correctional officers shall each be limited to no more than 24 hours of overtime in any two-week period. The NHDOC reserves the right to authorize exceptions to this section.

The VENDOR shall conduct monthly random drug testing to include anabolic steroid and drug testing of 5% of all certified staff, subject to New Hampshire Administrative Code and New Hampshire Statutes. The proposal must indicate how this will be implemented. Monthly reports must be submitted to the NHDOC. Each report will indicate which officers were tested, date tested, the result, and how the random 5% sample was selected.

4.10 TRAINING (Privately Operated Facility Proposals Only)

The VENDOR will provide training programs in compliance with the ACA Standards. VENDOR will provide a monthly report detailing training provided to personnel. Training curriculum must be approved by the NHDOC. The report will include, but not be limited to, course title, the number of training hours, the employee’s name and position, whether training was required, and instructor’s name and contact information. (See Attachment E, Section 2.3 for additional detailed requirements.)

4.11 OPERATIONAL PLAN REQUIREMENTS (Privately Operated Facility Proposals Only)

I. As a condition precedent to commencement of services hereunder and, prior to the Services Commencement Date, the VENDOR shall provide the NHDOC, for the NHDOC’s written approval, an Operational Plan that covers the full range of Facility operations including, but not limited to, the following (see Attachment E, Section 2 for additional detailed requirements):

a) All aspects of Facility operations that affect the quality of life of the inmates, employees, and visitors. The following items should be considered when evaluating quality of life within the facility: inmate recreation program; recreation facilities; food quality, inmate food services standards; medical care; sanitation and hygiene practices; inmate exercise;
access to mail, telephone and visitation; staff working conditions; and, inmate work assignments.;

b) Procedures that will be utilized to facilitate monitoring of the Facility by the Vendor’s Authorized Representative or the Authorized Representative’s designee on an annual basis;

c) Continuous self-monitoring by Facility staff (On-Site Contract Monitor will be given written copies of self-monitoring reports monthly). It is the VENDOR’S responsibility to develop the corresponding procedures and forms, and document self-monitoring activities under the contract;

d) Procedures for assumption of operations by the NHDOC or the NHDOC in the event of VENDOR’S bankruptcy or inability to perform its duties hereunder;

e) An emergency procedures/security manual for confidential use by staff supervisors employed by the VENDOR;

f) Post Orders for all Facility security staff positions. All post orders must be submitted and approved by the NHDOC Commissioner. Post Orders will be reviewed yearly by the VENDOR. Documentation of this review and any prospective changes to the post orders will be submitted to the On- Site Contract Monitor who will forward the documentation for review and approval in writing to the NHDOC Commissioner;

g) Job descriptions for each position, including salary range, education and experience requirements, certification/licensure requirements, descriptions of job duties, and full-time or part-time designation. All job descriptions must be submitted and approved by the NHDOC Commissioner. Job descriptions will be reviewed yearly by the VENDOR. Documentation of this review and any prospective changes to the job description will be submitted to the On-Site Contract Monitor for review and approval in writing by the NHDOC Commissioner. Revisions must be approved prior to implementation. All job announcements must be accompanied with the corresponding job description approved by the NHDOC Commissioner prior to posting;

h) Building operations schedules for each building will be submitted with the proposal. All schedules will be reviewed at least annually by the VENDOR. Documentation of this review and any prospective changes must be submitted and approved by the NHDOC Commissioner prior to implementation of the change.

II. Once a VENDOR is selected the VENDOR shall notify the NHDOC in writing of desired changes in, or additions to, the Operational Plan with regard to the Vendor’s policies and procedures, emergency procedures/security manual, post orders, and job descriptions. No such changes shall be implemented prior to the Vendor’s receipt of written approval from the NHDOC Commissioner. The NHDOC Commissioner shall respond to a request for changes within thirty (30) days. A material breach of the Operational Plan shall be regarded as a material breach of this Contract.

4.12 BOOKS AND RECORDS (Privately Operated Facility Proposals and State Operated Proposals)

The VENDOR shall keep at the Facility proper and complete books, records, and accounts with respect to the Facility and all subcontractors thereof, and shall permit the On-Site Contract Monitor and the NHDOC or its designees to inspect the same at all reasonable times, and to make and take away copies thereof, pursuant to New Hampshire Statutes. If there is trade secret information that the VENDOR does not want disclosed during a public records request, it is the Vendor’s responsibility to provide an additional copy of the information with the trade secret information redacted.

4.13 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS (Privately Operated Facility and State Operated Proposals)
The VENDOR shall at all times maintain its corporate existence and authority to transact business and good standing in its jurisdiction of incorporation and the State of New Hampshire. The VENDOR shall maintain all licenses, permits, and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on the Vendor’s ability to perform its obligations under the Contract. VENDOR will provide this information to the NHDOC, the On-Site Contract Monitor, or other authorized personnel as requested.

4.14 TRANSITION (Privately Operated Facility Proposals Only)

Upon the termination of the Contract, the VENDOR agrees to work with the NHDOC, and/or other agencies as required, in accordance with the Contract, for a period of ninety (90) days to ensure an orderly and efficient transition from the Vendor’s management to the NHDOC (or management by a third party) of the Facility. During the transaction period, the VENDOR will transfer all necessary records, files and documents for the operation of the Facility, including but not limited to inmate records, maintenance records, and personnel files.

4.15 FISCAL OPERATIONS (Privately Operated Facility Proposals Only)

The VENDOR shall comply with all of the following requirements concerning fiscal operations, including but not limited to, the proper maintenance of accounting records and the periodic report of financial data in accordance with all auditing requirements as generally provided for in Section 4.16 I. through VI.

I. Maintenance and Operation of Funds: The VENDOR shall maintain its books and records in accordance with generally accepted accounting principles (GAAP) in reasonable detail to include, but not limited to, groups of accounts for Facility operations, health services, substance abuse, educational services, food services, security services, maintenance and administration.

II. Establishment and Operation of Trust Accounts:

a) Inmate Bank Trust Account: Consistent with NHDOC PPD 3.09 Management and Control of Personal Funds of Inmates the VENDOR shall establish and maintain an Inmate Bank trust account separate and apart from other funds.

b) Inmate Benefit Trust Account: Consistent with PPD 3.07 Resident Recreation Account and PPD 3.08 Inmate Canteen Operations the Vendor shall establish and maintain an Inmate Recreation Trust Account. Any net proceeds accrued through contracted services such as inmate telephone services shall be transferred to the Inmate Benefit Trust Account for the purpose of funding such activities as recreational facilities and equipment, library holdings, etc. for the direct benefit of the inmate population at large. If the Vendor chooses to operate a canteen (commissary) the Vendor may establish a separate Commissary Account for operation of the canteen as long as net proceeds of that operation are transferred to the Inmate Benefit Trust Account.

III. Auditing of Trust Accounts: The VENDOR shall develop and update, as necessary, with the approval of the NHDOC, administrative procedures to ensure proper accounting and internal control of the receipts and expenditures of the funds from the the Inmate Bank Trust Account, the Inmate Benefit Trust Account and a Commissary Account (if applicable). The VENDOR shall review such procedures yearly to ensure procedures remain current and timely. Documentation of this review and any recommendation for change shall be submitted to the On-Site Contract Monitor yearly. The VENDOR shall have an independent audit of all trust accounts conducted on an annual basis and the entire result of the audit will be submitted to the NHDOC. This report should include deposits and expenditures made to each trust account. The yearly audit report is due by July 31 each year for the previous year.
IV. Financial Reporting: Annual financial statement, prepared in accordance with GAAP and clearly distinguishing Inmate Bank shall be filed not later than July 31st of each year.

The monthly financial statement shall consist of, at a minimum:

a) Inmate Bank Fund: Accounting of the Inmate Bank fund, including a spreadsheet showing all account actions for the relevant time period for each account and the balance if any at the time of submission of the statement. This report is due monthly by the 12th day of the month or the first business day thereafter;

V. SEC Records: The VENDOR shall, within thirty (30) days of receipt, provide the NHDOC with copies of all annual reports on Form 10-K, quarterly reports on Form 10-Q and reports on Form 8-K required to be filed by the VENDOR with the Securities and Exchange Commission. Prior to the execution of the Contract, the VENDOR shall provide the NHDOC with its most recent Form 10-K and any Form 10-Q’s or Form 8-K’s filed.

4.16 FACILITY OPERATIONS GENERAL REQUIREMENTS

Privately Operated Facility Proposals Only: The VENDOR shall provide the operation and management services and shall operate, maintain, and manage the Facility in compliance with applicable federal and state constitutional requirements, laws, court orders, and NHDOC standards, whether now in effect or hereafter effected or implemented, and in accordance with the operational plan, the terms and conditions contained in the Contract, and any documents referenced therein (see Attachment E, Section 2 for additional detailed requirements). The VENDOR shall be in compliance with all applicable ACA Standards and requirements for adult correctional institutions, and shall maintain ACA accreditation. The VENDOR must submit a written request for a specific exemption from ACA Standards to the NHDOC Commissioner, who may, at his/her sole discretion, grant or deny the request. In the case of a conflict between any of the standards or requirements listed above, the more demanding standard or requirement will control.

Privately Operated Facility Proposals Only: Pursuant to New Hampshire Statutes, the VENDOR may propose a waiver of a particular NHDOC rule, policy, or procedure that is inconsistent with the mission to establish and maintain cost-effectiveness at the Facility. Such proposals shall be submitted to the NHDOC Commissioner, who may, as his/her sole discretion, grant or deny such a waiver in writing to the VENDOR. All decisions by the NHDOC Commissioner under this Section are final and not subject to appeal or challenge by the VENDOR in any civil or administrative forum, nor subject to any mediation or arbitration proceedings.

II. Inventory: (Privately Operated and State Operated Proposals) The VENDOR shall prepare and/or maintain an inventory of leased furnishings and equipment. Such inventory shall include the manufacturer, model number, serial number, monetary value (replacement cost) and assigned identification number. Leased furnishings and equipment shall remain part of the Facility and may not be removed from the Facility, without prior written approval from the On-Site Contract Monitor. The NHDOC shall be entitled to conduct an independent inventory of leased furnishings and equipment prior to or within at ant time after the Services Commencement Date, and shall be entitled to conduct an inventory of leased furnishings and equipment throughout the term of the Contract. VENDOR shall cooperate with the NHDOC in its conducting of all inventories of leased furnishings and equipment. Inventory will indicate whether item was purchased with state funds and items designated as Vendor Property. Report will be submitted quarterly to the On-Site Contract Monitor. State property will be designated with a sticker indicating it was purchased with state funds.

III. State Property: (Privately Operated and State Operated Proposals) The VENDOR, subject only to furnishings, fixtures, and equipment covered herein and by Attachment E, Section 1, shall replace inventory with like items having like functional ability, life expectancy and quality within sixty (60) days of the date of discovery of loss, theft, damage or
inoperability beyond repair. Such replacement items shall be added to the inventory and shall become the property of the State. The On-Site Contract Monitor shall be notified quarterly, in writing, when an item of leased furnishings and equipment is replaced. Such notification must include all pertinent information (including a copy of the purchase receipt showing purchase cost, manufacturer, model number, serial number and assigned identification number) for the replaced item. Inoperable items replaced by VENDOR shall be disposed of by VENDOR with prior approval by the NHDOC and following the NHDOC’s property asset management policy for state property.

IV. VENDOR Property: (Privately Operated and State Operated Proposals) The VENDOR will provide such other furnishings, fixtures, and equipment as it deems necessary, which shall be clearly identified as VENDOR property and inventoried. Ownership of this property shall remain with the VENDOR and may be removed from the premises at any time by the VENDOR, provided that its removal does not impede Vendor’s ability to meet service requirements of the contract any damage to the Facility resulting from any removal pursuant to this section shall be repaired by the VENDOR at the Vendor’s expense. Any additional furnishings, fixtures, and equipment purchased by the VENDOR during the term of the Contract may be purchased by the NHDOC at the conclusion of the Contract at the VENDOR’S cost, less depreciation. Documentation of costs shall be provided quarterly to the On-Site Contract Monitor.

V. Sanitation & Hygiene: (Privately Operated Facility Proposals Only) The VENDOR shall provide an environmentally clean, healthy, and safe Facility for both employees and inmates. In its plan, the Vendor will address the following issues:

a) Sanitation and hygiene will be maintained at a minimum, at a level equivalent to the level maintained at NHDOC’s facilities. All floors, including concrete shall be waxed and buffed. All areas of the Facility shall be maintained free of cobwebs, dirt, or dust build-up, including ceiling and wall grills. The grounds will be free of all trash. All kitchen equipment and utensils shall be free of grease build-up.

b) VENDOR shall inspect all areas of the Facility daily for cleanliness and such inspections shall be documented.

c) Lighting, ventilation and heating equipment shall be functional at all times.

d) No fire, safety or health hazards shall exist.

e) All plumbing equipment, including toilets, sinks, and showers shall be operating properly at all times.

f) All hazardous chemicals shall be inventoried, stored and maintained in accordance with OSHA’s policy and procedures.

g) Food service areas shall be clean and in compliance with applicable state health regulations.

h) Copies of all inspection reports, including internal and reports from governing agencies, will be submitted to the On-Site Contract Monitor. Corrective action plans and a timeline for correction will be submitted within thirty (30) days to the On-Site Contract Monitor for any items found not to be in compliance.

VI. Utilities: (Privately Operated) The VENDOR shall furnish all utilities.

VII. Maintenance:

a) (Privately Operated Proposals) The VENDOR shall, maintain the physical structure of the Facility and all tangible personal property contained therein, including leased furnishings and equipment, in accordance with applicable ACA Standards including all maintenance related to structural conditions or defects as well as ordinary routine maintenance adhering to the manufacturer’s recommended preventative maintenance schedule. The VENDOR shall maintain, preserve and keep the Facility and leased furnishings and equipment in good repair, working order and condition, subject to normal
wear and tear. The VENDOR shall promptly make or cause to be made all necessary and proper repairs, including those identified by self-monitoring, reviews of governing agencies, and the NHDOC’s inspections. All such replacements and renewals shall thereupon become part of the Facility. The VENDOR shall develop and implement a preventive and routine maintenance plan and will keep maintenance records. Copies of inspection reports, maintenance records and maintenance plans will be provided to the On-Site Contract Monitor by the 15th of each month. During the term of the Contract, the NHDOC shall have no responsibility, financial or otherwise, with respect to maintenance of the Facility other than that explicitly provided under Section 4.17(X). Maintenance of the Facility shall be the sole responsibility of the VENDOR. The maintenance plan shall include the following:

1) Plant equipment;
2) Structural maintenance; and
3) Vehicle preventive maintenance programs

b) (State Operated Proposals) The VENDOR shall maintain the physical structure, systems, fixtures and equipment of the Facility in accordance with applicable ACA Standards including all maintenance related to structural conditions or defects as well as maintenance adhering to the manufacturer’s recommended preventative maintenance schedule for major equipment and systems. The VENDOR shall maintain, preserve and keep the Facility in good repair, working order and condition, subject to normal wear and tear. The VENDOR shall promptly make or cause to be made all necessary and proper repairs, including those identified by self-monitoring, reviews of governing agencies, and the NHDOC’s inspections. All such replacements and renewals shall thereupon become part of the Facility. The VENDOR shall develop and implement a preventive and routine maintenance plan and will keep maintenance records. Copies of inspection reports, maintenance records and maintenance plans will be provided to the On-Site Contract Monitor by the 15th of each month. During the term of the Contract, the NHDOC shall have no responsibility, financial or otherwise, with respect to maintenance of the Facility other than that explicitly provided under Section 4.17(X). Maintenance of the Facility shall be the sole responsibility of the VENDOR. The maintenance plan shall include the following:

1) Major Plant equipment; and
2) Structural maintenance

VIII. Major Maintenance and Repair Reserve Fund:

a) (Privately Operated Proposals) The VENDOR shall establish a Major Maintenance and Repair Fund and make and be responsible for all routine and necessary repairs of the Facility, and shall be responsible for the repair and replacement of all Facility furnishings, fixtures, and equipment and systems.

b) (State Operated Proposals) The VENDOR shall establish a Major Maintenance and Repair Fund and make and be responsible for all routine and necessary repairs of the Facility, and shall be responsible for the repair and replacement of all major Facility equipment and systems.

IX. Access to the Facility: (Privately Operated Proposals) The On-Site Contract Monitor, the NHDOC Commissioner, all NHDOC representatives, or other designated representatives from the DEPARTMENT or the NHDOC shall have full and immediate access at all times, with or without notice, to inmates and staff and to all areas of the Facility. Other NHDOC employees and State officials on official business shall have full access to inmates, staff, and all areas of the Facility at all times, with or without notice in a manner consistent with NHDOC policy and procedure. Representatives will not be unnecessarily detained at the front gate. Vendor shall not detain any designated representative(s) for any period of time in excess of the time necessary for parties to comply with existing security processes.

X. Expansion/Renovations: (Privately Operated and State Operated Proposals) Subject to the prior written approval of the NHDOC, the VENDOR shall have the authority to remodel the Facility or make substitutions, alterations, additions, modifications and improvements to the Facility from time-to-time. For any work under this Section, the VENDOR must use, and must document the use of, materials of equal or greater quality. Such documentation shall be provided to the On-Site Contract Monitor upon request. All costs associated with remodeling, substitutions, alterations, additions, modifications
and improvements shall be paid by the VENDOR, and the same shall become part of the Facility. Minor alternations may be done at the VENDOR's expense, without prior approval from the NHDOC. All alterations shall be documented on the Facility's inventory.

XI. Material Damage or Loss: Promptly after the occurrence of any damage to or loss of the Facility that materially affects the continued operation of the Facility, the VENDOR shall notify the NHDOC of such loss or damage. The NHDOC and VENDOR shall jointly assess the nature and extent of such damage or loss and, as soon as practicable thereafter, determine whether it is practicable and desirable to rebuild, repair or restore such damage or loss. If the NHDOC and VENDOR determine that such rebuilding, repairing or restoring is practicable and desirable, the VENDOR shall proceed with such rebuilding, repairing or restoring. Upon the completion thereof, such rebuilding, repairing or restoring shall thereupon become part of the Facility. In such case, any insurance proceeds received in respect to such damage or loss shall be used for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. Insurance records, including proceeds and deductibles, shall be provided to the On-Site Contract Monitor upon request. In the event such insurance proceeds are not sufficient to pay in full the costs of such rebuilding, repairing or restoring, the VENDOR is responsible for any and all amounts due in excess of insurance proceeds received. If the NHDOC and the VENDOR determine, in writing, that repairing, rebuilding or restoring is not feasible or practical, and further agree in writing not to rebuild, repair or restore the Facility, then the Contract shall automatically terminate thirty (30) days after the date such written agreement.

XII. Vehicles: (Privately Operated Proposals) The VENDOR shall purchase and provide all vehicles required for the operation and maintenance of the Facility. The VENDOR shall have all vehicles properly insured for comprehensive, collision, property, medical, personal injury, theft and replacement damages. All maintenance plans and records, preventative maintenance, repair records, etc. shall be provide to the On-Site Contract Monitor monthly.

XIII. AMERICAN CORRECTIONAL ASSOCIATION ACCREDITATION: (Privately Operated Proposals) The VENDOR shall maintain ACA accreditation for the Facility pursuant to and in accordance with the terms of New Hampshire Statutes. The VENDOR shall maintain ACA accreditation for the duration of the Contract term. The VENDOR must provide a detailed plan addressing the VENDOR’s maintaining ACA accreditation through the term of the Contract. The VENDOR shall provide the On-Site Contract Monitor copies of the detailed plan, all mock audit results, and any changes to plan. Any changes to the plan shall be approved by the Contract Manager in writing. The VENDOR’s failure to comply with this section will be considered a violation of the terms of the resulting Contract, subjecting the VENDOR to the potential termination of the Contract by the NHDOC at the NHDOC’s discretion pursuant to Article 10 of the Contract.

4.17 SECURITY

Much of NHDOC’s security related information is considered exempt under the Public Records law due to its sensitive nature and potential for abuse. The Department is not the owner of these documents and cannot publish them in any form. We would like to encourage the Vendors to develop their own responses to this RFP for review by the evaluation committee. Vendors will be permitted to submit revised plans prior to contract execution as necessary to accommodate changes required by the NHDOC. All required plans will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the NHDOC Commissioner. The NHDOC reserves the right to require changes to plans submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date. (See Attachment E Sections 1 & 2 for additional facility design and operational requirements.)

I. Security Services:
   a) (Privately Operated Proposals): The VENDOR shall provide Facility security systems and operational services designed for preventing escapes, maintaining order, providing care, custody, control, and managing the inmate population.
A successful security program depends heavily on staff training, effective administration, and the establishment of inmate programs. The organization, staffing, and administration of the security program are vital to the Facility. The direction provided by a well organized and clearly articulated operations manual, and emergency planning provides a solid base for successful administration. VENDOR shall provide proposed security services in the proposal. This plan will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the NHDOC Commissioner. The NHDOC reserves the right to require changes to plans submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

b) (State Operated Proposals): The VENDOR shall provide Facility security systems designed for preventing escapes, maintaining order, providing care, custody, control, and managing the inmate population. The Vendor shall assist the NHDOC in the development of a well organized and clearly articulated operations manual, and emergency plan based on Facility design and security systems in place.

II. Security Operations: (Privately Operated Proposals) The VENDOR shall provide all Security Operations in accordance with ACA Standards, and the NHDOC’s security procedures only to such extent as it is not in direct conflict with ACA Standards. VENDOR shall provide a proposed Security Operations plan in the proposal. This plan will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the NHDOC Commissioner. The NHDOC reserves the right to require changes to plans submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

III. Body Alarm Systems:

a) (Privately Operated Proposals) Pursuant to the NHDOC’s security procedures, the VENDOR will be required to issue a body alarm to each employee, approved citizen volunteer, NHDOC staff member, and private contract staff to be worn or otherwise carried on their person in a manner where it is easily accessible for emergency activation while inside the secure perimeter. The system should consist primarily of a transmitter (worn by the individual), receivers (located in various buildings/areas) in sufficient numbers and locations to accurately locate the wearer to within 25 feet and an annunciator/alarm unit (located in the facility control area). The system should be “self reporting/monitoring” in that if a transmitter battery fails or a receiver is compromised, the system should notify control of the specific problem.

b) (State Operated Proposals) The Vendor shall install a body alarm system for staff and other individuals entering the Facility. The system should consist primarily of a transmitter (worn by the individual), receivers (located in various buildings/areas) in sufficient numbers and locations to accurately locate the wearer to within 25 feet and an annunciator/alarm unit (located in the facility control area). The system should be “self reporting/monitoring” in that if a transmitter battery fails or a receiver is compromised, the system should notify control of the specific problem.

IV. Emergency Plans:

a) (State Operated Proposals) Vendor shall assist the NHDOC in development of detailed emergency plans by providing guidance and information based upon the Vendor’s experience with the specific Facility design.

b) (Privately Operated Proposals) The VENDOR shall create and establish detailed emergency plans that are in accordance with ACA Standards and the NHDOC’s Emergency Plans which address the items enumerated below. Plans will be provided to On-Site Contract Monitor, approved by the NHDOC Commissioner and updated annually with documentation of the review provide to the On-Site Contract Monitor. Changes to plan require written permission by the NHDOC Commissioner. The NHDOC reserves the right to require changes to plans submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date. VENDOR shall provide a proposed emergency plans in the proposal that address the following:

1) Assault From Outside or Terrorist Activities
2) Bomb Threat  
3) Escape  
4) Evacuation  
5) Fire  
6) Hostage  
7) Riot or Disorder  
8) Hazardous Material  
9) Medical Emergencies or Epidemics  
10) Employee Strike Plan  
11) Natural Disaster  
12) Coordination with Local Agencies and the NHDOC for Emergency Assistance

V. Emergency Squads: (Privately Operated Proposals) The VENDOR shall conform to the NHDOC’s standards regarding the organization of its emergency squad(s), how they will be deployed, and what their individual responsibilities will be, the line of authority concerning emergency squads and the type of training they will receive. VENDOR shall provide a proposed emergency squad plan. This plan will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the NHDOC Commissioner. The NHDOC reserves the right to require changes to plans submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

VI. Security Staff Utilization: (Privately Operated Proposals) The VENDOR shall develop and implement policy and procedures for Security staff utilization that includes, but is not limited to the following:

a) A table of organization for the security staff for the maximum inmate population for the Facility and the position qualifications, job descriptions, pay levels, number of persons per post, distribution by shift, and security staff-to-inmate ratio in each housing unit and by shift.

b) A detailed Security Post Chart outlining how key functions and duties will be staffed. For example, weapon systems - arsenal officer; and exercise - confinement/Hospital coverage, Transfer/Transport/Escort - Medical Escort Officer or Utility Officer.

c) A policy covering how Medical Escort and Transfer for out-patient and in-patient will be handled; how coverage will be provided for inmates who are in-patients at hospitals; and how the responsibility of transporting or transferring inmates to other facilities will be handled. These assignments are to be reflected and identified on the Security Post Chart consistent with the NHDOC’s rules, policy and procedures.

d) A recap of the Security Post Chart by total number of staff, to include rank, number of days each post is covered and corresponding relief.

e) A detailed explanation and written example of how the relief factor for posts are calculated and arrived at to generate the total number of security positions.

f) A detailed explanation of the use of any part-time staff positions and their deployment shall be detailed on the Security Post Chart. The use of part-time correctional officers shall be limited to a maximum of 20 hours per officer per week, for a total not to exceed 900 hours per week for the Facility. The use of part-time staff in management positions is forbidden. Full-time correctional officers shall each be limited to no more than 24 hours of overtime in any two-week period. The NHDOC reserves the right to authorize exceptions to this section.
g) Post Orders detailing and indicating the key duties and responsibilities for each security post/function identified on the proposed Security Post Chart.

VII. Use of Force: (Privately Operated Proposals) VENDOR shall develop and implement a Use of Force policy in compliance with NHDOC Policy, New Hampshire Statutes and Administrative Codes, and accepted industry practice.

4.18 INMATE MANAGEMENT

I. Classification and Assignment of Inmates: (Privately Operated Proposals) The VENDOR shall provide a classification program that is in accordance with all applicable standards and the requirements of this RFP (See Attachment E, Section 2.9). The VENDOR shall provide suitable office space at the Facility for one (1) or more classification officers as may be determined by the NHDOC to conduct classification services. The Vendor’s classification staff may not make any change in an inmate’s custody level, but may recommend custody level changes to the NHDOC for approval.

II. Assignment of Inmates: (Privately Operated Proposals) Inmates will be assigned to the Facility by the NHDOC. The Vendor shall not accept non-NHDOC inmates that would result in exceeding the building capacity.

Adult male, minimum/medium/close custody/maximum security levels; the inmates transferred by the NHDOC shall represent a cross section of the adult male inmate population consistent with the matrix found in section 11.A.3 of this RFP and existing population data and trends. All male inmates will undergo the initial classification and case planning process at a NHDOC facility. All transfers to the Privately Operated Facility shall be; accompanied by all initial classification and subsequent reviews and other necessary documentation; accompanied with a complete medical record, including chest X-ray; and accompanied by documentation of the amount contained in the inmate’s Commissary account with the funds to be forwarded by the NHDOC to the Facility within ten (10) days of receipt of the inmate.

III. Orientation of Inmates: (Privately Operated Proposals) VENDOR shall conduct an orientation program for newly assigned. VENDOR will provide a copy of the proposed orientation materials and associated form inmate is required to sign documenting facility orientation. Vendors will be permitted to submit revised plans prior to contract execution as necessary to accommodate changes required by the NHDOC. All required plans will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the NHDOC Commissioner. The NHDOC reserves the right to require changes to plans submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

IV. Transfer of Inmates: (Privately Operated Proposals) Certain circumstances may require an inmate’s transfer out of the Facility. For NHDOC inmates assigned to the Privately Operated Facility these circumstances may include serious behaviors threatening the safety and security of the Facility; medical and psychiatric emergencies as initiated by medical staff at the Facility; emergency transfers that involve extreme circumstances not normally found at the Facility; or administrative transfers used in witness protection cases. All transfers of NHDOC inmates, whether back to an NHDOC facility or to another facility shall require NHDOC Commissioner approval. Any decision by the NHDOC Commissioner is final and not subject to appeal or challenge by the VENDOR in any civil or administrative forum, nor subject to any mediation or arbitration proceedings.

V. Release of Inmates: (Privately Operated Proposals) The VENDOR will release inmates in compliance with the NHDOC’s policies and applicable New Hampshire Statutes pertaining to release of inmates. Authorization for the release of any NHDOC inmate is solely the province of NHDOC and the New Hampshire Adult Parole Board. No release of an NHDOC inmate shall occur without approval by the NHDOC Commissioner.
VI. Transportation of Inmates: (Privately Operated Proposals) The VENDOR shall not be responsible for inmate transportation from the NHDOC to the Facility or from the Facility to the inmate's approved destination upon transfer except as indicated in Attachment E, Section 2.6).

VII. Inmate Discipline: (Privately Operated Proposals) The VENDOR will provide a policy outlining the system of inmate rules and disciplinary procedures in compliance with the ACA Standards and penalties consistent with those imposed by the NHDOC. Disciplinary hearings will be conducted by the Vendor’s staff. In instances where a disciplinary infraction may result in a change in classification Vendor’s staff will make recommendations to the NHDOC classification staff. The NHDOC’s classification staff shall either accept those recommendations or prepare a written statement in which good cause for a rejection of those recommendations are established. Vendors will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the Department or NHDOC. All required policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the NHDOC Commissioner. The Department reserves the right to require changes to the policy submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

VIII. Inmate Visitation:

a) (Privately Operated and State Operated Proposals) The VENDOR shall provide all space (Contact and non-contact), furniture, equipment, and supervision necessary to implement a visitation program in compliance with the ACA Standards.

b) (Privately Operated Proposals) Both contact and non-contact visitation will be provided as determined by an inmate’s custody level and disciplinary status. VENDORS shall provide a visitation/visitor approval policy in response to this RFP for review by the evaluation committee. Vendors will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the Department or NHDOC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the NHDOC Commissioner. The Department reserves the right to require changes to policies submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

IX. Drug Testing: (Privately Operated Proposals) The VENDOR shall conduct a random drug testing program consistent with the NHDOC’s requirements. VENDOR will provide a monthly list of inmates to be drug tested. The list is randomly generated. The proposal must include a drug testing policy. Monthly reports must be submitted to the NHDOC regarding the testing results. Vendors will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the Department or NHDOC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the NHDOC Commissioner. The Department reserves the right to require changes to policies submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

X. Inmate Mail and Telephone:

a) (Privately Operated and State Operated Proposals) The VENDOR shall provide for mail and telephone systems and services in compliance with the ACA Standards.

b) (Privately Operated Proposals) As required by in this RFP all net receipts from telephone commissions shall be deposited monthly in the Vendor’s Inmate Welfare Trust Fund. The vendor shall establish and maintain a trust fund account that meets the same requirements of New Hampshire Statutes and NHDOC Administrative Rules as a similarly named trust account maintained by NHDOC. The net proceeds derived from operating inmate canteens, vending machines used primarily by inmates, receipts from telephone commissions, and similar sources shall be deposited
monthly. Expenditures from this trust account are for the benefit of inmates in accordance with New Hampshire Statutes and NHDOC Administrative Rules. The telephone service provider for the Facility shall be responsible for the repair and maintenance of any equipment it installs. However, the VENDOR shall take all reasonable precautions to prevent damage to the equipment. The VENDOR will provide computer hardware for administration of the inmate telephone system. The telephone system must allow remote access to monitor inmate’s telephone calls. The VENDOR shall comply with all state, federal and local laws, including the NHDOC’s rules, policies and procedures regarding inmate access to telephones.

c) (Privately Operated Proposals) The VENDOR shall develop and update, yearly, with the approval of the NHDOC, administrative procedures to verify that: contracted telephone companies accurately record and report all telephone calls made by inmates incarcerated in the Facility; persons who accept collect calls from inmates are charged the contracted rate; and the funds are deposited into the telephone revenue account and transmitted monthly into the POI/WTF.

XI. Inmate Personal Property: (Privately Operated Proposals) The VENDOR shall develop and implement policy and procedures for handling and disposing of inmate property. Such procedures shall be in compliance with NHDOC rules, regulations and other applicable standards provided in Chapter 33, New Hampshire Administrative Code, and the United States Constitution. The proposal must include a proposed policy. Monthly reports must be submitted to the NHDOC regarding the property disposed of in compliance with policy. Vendors will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the Department or NHDOC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the NHDOC Commissioner. The Department reserves the right to require changes to policies submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

XII. Inmate Grievance Procedure: (Privately Operated Proposals) The VENDOR will develop and implement an inmate grievance system that meets or exceeds the requirements of federal guidelines established under 42 U.S.C. Section 1997e (2005). The proposal submitted in response to this RFP must include a proposed policy. Monthly reports must be submitted to the NHDOC regarding inmate grievances. Vendors will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the Department or NHDOC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the NHDOC Commissioner. The Department reserves the right to require changes to policies submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

XIII. Sentence Computation: (Privately Operated Proposals) Sentence computation shall be the sole responsibility of the NHDOC. The Vendor shall maintain records of inmate conduct, disciplinary actions and program performance. Vendor recommendations for the earning or loss of disciplinary days shall conform to NHDOC policy with final decision to be made by the Commissioner of NHDOC. Dates of eligibility for consideration for reduced custody classification, parole or release at maximum term shall be the sole responsibility of the NHDOC.

XIV. Secure Psychiatric Unit Admission, Orientation, and Discharge: (Privately Operated Proposals) For addition service requirements related to the Secure Psychiatric Unit see Attachment E, Section 2.14)

A. An admission/orientation program for all newly arrived residents shall be conducted following their arrival. The Admission/Orientation Program shall include the following:
   1. Ensure that all residents are properly identified and court papers are complete and accurate.
   2. A thorough search of individuals and possessions
   3. Properly record authorized resident property and remove any unauthorized property.
   4. Ensure that each resident is showered and has an issue of state clothing and toiletry items.
5. A complete medical and health screening to include inquiry about past hospitalizations and treatment for psychiatric and medical conditions.
6. Record personal data.
7. Give residents a Manual for the Guidance of Residents and obtain written receipt thereof. If a literacy problem exists, staff will assist the resident in understanding the documents.
8. Assign case number and ward.
9. Explanation of mail and visiting procedures
10. Assist residents in notifying their next of kin/families of admission
11. Photographing and notation of identifying marks.
12. Ensure continuity of care from admission to discharge including referral to community care or transport to another receiving facility. In order to provide continuity of care, an authorization for release of information will be obtained from the resident to contact previous caregivers and to share information with community providers upon referral to them.

B. Admission procedures will include:
1. Upon arrival to the Secure Psychiatric Unit, a registered nurse will review the legal paperwork to ensure it is complete, authentic and the resident is legally committed to SPU. The nurse will inquire from the sending facility whether the resident has received care from any hospital or community mental health center.
2. Police reports will be obtained on all admissions pursuant to RSA 135:17-a and on any other admission as deemed necessary by the treatment team. The Medical Records Department will be responsible for requesting the police reports from the proper authorities.
3. The treatment team shall formulate a treatment plan for each resident, consistent with the legal status, which dictates the length of stay:
   a. 135:17-a - 60 days from date of court order.
   b. 171-B:2 - Order valid for up to five years.
   c. 623:1 - Four to six weeks from date of admission; however, stay may be prolonged if necessary to stabilize the resident.
   d. 622:45 - Involuntary Commitment: Stay must not exceed length of probate court commitment.
   e. 651:9-a – Not Guilty by Reason of Insanity - Gibbs review every five years (or every two years if committed prior to 7/21/75).
   f. 651:11-a - Resident's progress must be reported to the committing court at regular intervals. Length of stay ultimately rests with the court.
   g. 135-E - Residents progress must be evaluated annually and at quarterly reviews. Length of stay ultimately rests with the court.
4. Changes in legal status shall be documented on the treatment plan and filed in the resident's chart.
5. All residents upon admission will be searched, and their belongings searched thoroughly for contraband. All items will be listed on a clothing sheet and kept on file in the Reception Room. The resident will retain a copy.
6. The property room officer will take care of all unauthorized items. They will be boxed and mailed to a relative or friend at the resident's expense. Arrangements to have the box picked up at SPU during operational hours can be made with the relative or friend. Items permitted at SPU will be kept in a secured locker in the Reception room. All excess property will be mailed out.
7. The nursing staff requires that all residents have to take a shower upon admission. At this time, residents will be supplied with a safety smock, soap, shampoo, comb, etc.
8. The property officer shall see that all residents are given a safety smock, which must be worn at all times, except for recreation or other authorized activities. Shoes and boots will be kept in a secured locker in the Reception Room. All residents will wear tennis sneakers and slippers. Footwear shall have no laces and must have Velcro straps or be a slip-on type.
9. The property officer will photograph all new residents. An index card will note identifying marks, and other unusual
physical characteristics. This photograph and card will be kept on file in the Reception Room for future reference.

10. Upon admission to SPU a nurse shall see each new resident for a health and psychiatric assessment. (See NHDOC PPD 6.03 "Health Care Regulations" and 6.28 "Dental Care"). A psychiatrist or psychiatric nurse practitioner will examine the resident and a treatment plan will be initiated (See NHDOC PPD 6.14). The psychiatrist, physician, physician’s assistant or advanced registered nurse practitioner will inquire of the resident about past hospitalizations and treatment for psychiatric and medical conditions.

11. SPU does not limit mail and/or visiting privileges, except as outlined in NHDOC PPD 5.26, "Inmate Mail" and PPD 7.09, "Visiting Policy".

12. The social worker or registered nurse will offer the resident an Authorization for Release of Information form to sign so that information may be obtained. The resident may also be asked to sign an Authorization for release of information to a family member who may be able to offer more information regarding past hospitalization and treatment.

13. At the request of the resident, a member of the social work department shall assist the resident in contacting their next of kin to inform them of the resident's admission to SPU.

14. All residents receiving treatment and/or services at SPU are assigned a case number. The SPU Medical Records Department will issue this number as an efficient numbering and filing system for resident identification and record retrieval.

15. The SPU Treatment team will hold an initial treatment team meeting for all new residents within 24 hours of admission, excluding weekends and holidays. At this meeting the resident will have the opportunity to meet with the treatment staff to include, but not limited to:
   a. Psychiatry
   b. Psychology
   c. Social services
   d. Nursing
   e. Recreation
   f. Security

16. The social worker will meet with all new residents and gather a social history within 10 days of admission.

17. The psychologist will meet with all new residents and gather psychological data and perform relevant psychological tests within 10 days of admission.

18. The master treatment plan meeting for all new residents will occur within 10 days of admission, excluding weekends and holidays. The treatment team will meet with the resident prior to the master treatment plan meeting to complete discipline specific assessments and to develop plans to address problem areas.

19. All residents are placed on E Ward day area or the infirmary upon admission according to their clinical needs. They will remain here until the admitting psychiatrist or psychiatric ARNP has determined placement based on assessment.

C. Upon physician order of discharge from SPU:
   1. The social worker will prepare a discharge letter of the resident’s stay in SPU that will be supervised by the patient’s attending physician. This discharge letter is sent with the resident to the sending facility. The summary will outline the course of treatment, patient progress and medications to be taken and recommendations for follow-up care.
   2. A registered nurse will:
      a. Assess the health record for suitability for travel
      b. Medications to be taken including dosage and amount
      c. Any other pertinent data or instructions to aid the transportation officers in observation and management or to aid the receiving facility in providing continuity of care.
   3. A reception officer will:
      a. Deliver the bagged medications to the transportation officer
      b. Present the release slip to the transportation officer, pointing out special instructions
c. Direct the transportation team to sign the release slip under section “signature of patient or responsible party”.
d. Sign the release slip under “instructor and witness;”
e. The Transportation Officer is given the yellow copy with instruction to keep for their own use/information or pass on to authorities at the receiving facility.
f. Return the white copy to the registered nurse for physician signature and filing.

4. Notification to resident of significant findings post discharge:
   a. Clinical reports received after the attending physician or psychiatrist shall review the resident’s discharge and clinically significant findings will be reported to the resident or guardian in a timely manner. Such follow-up shall be documented in the resident’s record.
   b. The attending physician or psychiatrist shall initial all reports received after the resident’s discharge, indicating that the report has been reviewed and that appropriate follow-up has been initiated.
   c. The follow-up shall generally be initiated within 24 hours of receipt of the report. Medical records personnel shall transcribe follow-up letters that are reviewed and have them signed by a physician or psychiatrist before sending.
   d. The resident’s record is used to document that follow-up was done either by filing a copy of the notification letter in the abstract section of the record or by marking on the report itself a dated and signed entry indicating that the information was provided by phone or other means and to whom it was given.
   e. Release of the follow-up information is made only to the resident or their legally authorized representative unless an authorization for release of information form has been completed that consents to the provision of the information to a physician, jail or other health care facility, unless otherwise provided in the law.
   f. In addition to the preceding, reportable communicable disease results such as TB, HIV and STDS will be forwarded to the site infection control coordinator for follow-up with the appropriate public health agencies.

A Vendor responding will take into consideration the current SPU practices regarding admission, orientation, and discharge and propose like practices in line with State Statutes governing their commitment status to ensure the integrity of the services rendered at the Secure Psychiatric Unit.

4.19 SERVICE REQUIREMENT DEADLINES

I. Construction Completion Date: (Privately Operated and Lease to Purchase Proposals) The Design and Construction Services must be fully delivered within twenty-four (24) months of a Notice to Proceed.

4.20 FOOD SERVICES (Privately Operated Proposals)

The VENDOR will provide a food service program in compliance with New Hampshire Statutes, and the ACA Standards. The VENDOR is responsible for providing a variety of services including diet equivalent to those provided by the NHDOC in comparable facilities.

The VENDOR shall provide all food, staffing and supervision of preparation for the total delivery of food service at the Facility. The VENDOR shall provide a full service kitchen with separate dining rooms for inmates and staff.

I. Master Menu:

a) The Vendor shall develop a four-week cycle Master Menu that includes all nutritional information and shall be reviewed by NHDOC. The Master Menu shall be followed by the VENDOR to ensure inmates housed in the Facility receive the same caloric and dietary requirements. The VENDOR shall serve two (2) hot meals per day in accordance with ACA Standards, with the exception of sack lunches or other special diets, as directed by medical staff, or the Warden in the case of an emergency.
b) The VENDOR shall make provisions for providing sack lunches for inmate work crews in compliance with the applicable NHDOC standards.

II. Delivery of Food:

a) General Population: The delivery of food for the general population inmates is normally provided in cafeteria style in the Facility’s inmate dining room. Alternate methods may be proposed by the VENDOR subject to written approval by the NHDOC. This will include blind feeding where the inmate serving the food is not able to see the inmate receiving the tray.

b) Confinement/Infirmary: Inmates who are housed in confinement or infirmaries shall be fed in the confinement units or infirmary, whichever is appropriate.

c) Medical Diets: The VENDOR shall prepare all medical diets in accordance with the policies and Administrative Rules of the NHDOC and account for the number of inmates receiving such diet. VENDOR shall provide the On-Site Contract Monitor with a monthly report of all inmates at the facility receiving a medical diet. Additional documentation may be required upon review of monthly report.

III. Religious Diets/Alternate Entrée: The Facility’s Chaplain has the authority under the NHDOC policies and Administrative Rules to approve and facilitate religious diets. Except in rare circumstances, requirements for religious diets are met by the Master Menu through the alternate entrée program. A non-meat protein source is designated on each daily menu as an alternate to the main entrée. Any inmate may choose between either the main entrée or the designated alternate. VENDOR shall provide the On-Site Contract Monitor with an updated list monthly of all inmates at the facility receiving a religious diet. Additional documentation may be required upon review of monthly report.

IV. Records must be maintained indicating daily menus and number of meals served. Substitutions to the pre-approved menus must be clearly documented and the VENDOR must ensure that substitutions made are of equivalent nutritional and caloric value to the original item. These records may be reviewed by the On-Site Contract Monitor at his/her discretion.

V. The VENDOR shall develop a written policy and procedure for delivery of food in case of an emergency (examples: non-delivery of food, riots, natural disasters, man-made disasters, strikes, equipment failure). The proposal submitted in response to this RFP must include a proposed policy. Vendors will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the NHDOC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the NHDOC Commissioner. The NHDOC reserves the right to require changes to policies submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

VI. The VENDOR shall develop and implement a written plan for sanitation and rodent control which includes all kitchen/dining space, appliances, supplies and equipment. The proposal submitted in response to this RFP must include a proposed policy. Vendors will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the NHDOC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the NHDOC Commissioner. The NHDOC reserves the right to require changes to policies submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

VII. The VENDOR shall develop a preventive maintenance schedule for the food service equipment, as applicable. All tools, knives and utensils must be locked in a controlled environment, inventoried, and signed in and out in accordance with the NHDOC’s policy. The proposal submitted in response to this RFP must include a proposed policy. Vendors will be
permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the NHDOC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the NHDOC Commissioner. The NHDOC reserves the right to require changes to policies submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

VIII. All foods and/or condiments of a high security risk shall be locked in a controlled environment in accordance with the NHDOC’s policy. The proposal submitted in response to this RFP must include a proposed policy. Vendors will be permitted to submit revised policies prior to contract execution as necessary to accommodate changes required by the NHDOC. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the NHDOC Commissioner. The NHDOC reserves the right to require changes to policies submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

4.21 INMATE COMMISSARY AND VENDING SERVICES

I. Inmates shall have access to a commissary for purchase of goods. The VENDOR will provide an inmate commissary, either VENDOR operated or a contracted service, and may provide for the placement in the Facility of one or more vending machines for use by the inmate’s visitors and/or staff. Items for resale must be priced comparably with like items for retail sale at fair market prices. Receipts for these items must be provided upon request. The Department encourages VENDOR to utilize economies of scale where possible and permissible.

II. Consistent with Section 4.16.II Establishment and Operation of Trust Accounts in this RFP, the net proceeds derived from operating inmate canteens, receipts from telephone commissions, interest earned on the account, and similar sources shall be transferred to the Inmate Benefit Trust Account established by the VENDOR. Proceeds from vending machines are exempt from this provision. VENDOR shall provide monthly statements on all trust accounts to the On-Site Contract Monitor to include all deposits and withdrawals and will abide by the auditing requirements set for in Section 4.16.III of this RFP.

4.22 HEALTH CARE SERVICES - GENERAL REQUIREMENTS (Privately Operated Proposals)

For additional detail see also Attachment E, Section 2.12 Health Services

The VENDOR shall provide a proposal to provide comprehensive and medically necessary medical, dental and mental healthcare services with related pharmacy services (including provision of pharmaceuticals) on a capitation basis to inmates in the Facility that meet or exceed the minimum requirements outlined in this RFP and the resulting Contract. This includes all healthcare treatment and related program support services. No deviations from the minimum service requirements shall be permitted without the prior written approval of the NHDOC Commissioner. The VENDOR and the Department shall each act in good faith in the performance of all their respective contract duties and responsibilities. Access to and provision of all services outlined herein will be in accordance with minimum constitutionally adequate levels of healthcare regardless of place of assignment or disciplinary status obligated under the Eighth Amendment to provide prisoners with adequate medical care.

The VENDOR is required to provide comprehensive healthcare service coverage twenty four (24) hours a day seven (7) days a week at the Facility. The VENDOR is responsible for the provision of and costs for medical linens, infirmary mattresses and other infirmary and emergency room supplies, and both urgent and emergency medical transportation. (Note: Medical linens typically include sheets, pillow cases, cotton blankets, draw sheets, cloth bed pads, patient pajamas and/or gowns, turning pads, towels and wash cloths. Infirmary mattresses and pillows typically have vinyl or plastic covers,
and SOS mattresses are normally made from heavy duty plastic or vinyl which is seamless and resistant to being torn into strips. These differ from the inmate housing unit mattresses and pillows.)

The VENDOR shall utilize only hospitals approved by the NHDOC and the Department with a secure prison ward to minimize security costs unless other arrangements to contain such costs are made and approval is obtained in writing from the Contract Manager. If the VENDOR identifies additional hospitals in the geographical area that could be used in a similar manner, it may contract for those hospital's services, however, any security arrangements shall be subject to prior the Department or NHDOC approval. Emergency medical healthcare services shall be obtained from the hospital nearest the correctional facility, as required by law.

The VENDOR will provide medical, dental and mental health services in compliance with the ACA Standards that include the following:

I. Dental/Substance Abuse/Physical/Mental Health Services: The VENDOR shall provide all healthcare treatment and services in accordance with all applicable federal and state laws, rules and regulations, Department of Corrections' rules, procedures, and Health Services' Practice Standards applicable to the delivery of healthcare services in a correctional setting. In addition, the VENDOR shall meet all state and federal constitutional requirements, court orders, and applicable ACA Standards for Correctional healthcare (whether mandatory or non-mandatory). All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract. The VENDOR, the NHDOC, and the Department shall work cooperatively to ensure service delivery in complete compliance with all such requirements. The VENDOR shall stand in the place of the NHDOC for purposes of the referenced statutes. Accordingly, pursuant to New Hampshire Statutes, Administrative Rules and NHDOC policies, the Facility shall be subject to comprehensive surveys by the NHDOC Director of the Division of Medical & Forensic Services (DMFS) of the dental, physical, and mental health care systems at least triennially (at least once every three years). The VENDOR shall designate a Chief Health Officer (CHO) for the Facility who shall submit reports to the NHDOC (and Director of Health Services, as required) for all clinical matters. Any and all contracts for the provision of dental, physical, and/or mental health services to an inmate shall be reviewed by the DMFS, prior to the operation of said contracts. After review, CHO recommendations will be presented to the NHDOC Commissioner and the NHDOC. The CMA review shall not imply, or permit the inference of, any approval authority by the CMA, over the contracts prior to operation. Approval authority for any and all contracts rests solely with the NHDOC prior to onset of operations.

Each inmate will receive a periodic health assessment as required by DMFS. Each inmate shall receive a health appraisal prior to being placed in confinement. Sick call shall be performed daily Monday through Friday and for emergencies on Saturdays, Sundays and Holidays except in maximum security housing where, at a minimum, nursing will do rounds seven (7) days a week. Inmates must be able to sign-up for sick call seven (7) days a week and the sick call sign-up form shall be triaged daily by healthcare staff. Inmates experiencing health care emergencies may request and shall receive emergency care at any time, if indicated, twenty-four (24) hours a day seven (7) days a week. Residents of the SPU will receive the same level and access to care as inmates with an emphasis on psychiatric treatment.

II. Limitations on inpatient hospitalization costs: The VENDOR shall submit a proposed limit in response to this RFP in order to develop an accurate per diem rate for evaluation purposes. This limit will be discussed and agreed upon during negotiations. If, in the opinion of the on-site CHO, the inmate cannot be properly treated at the Facility, he/she shall refer the inmate to a medical facility that can provide the necessary treatment. The Vendor will utilize State agreements when appropriate to seek payment for said services such as Medicaid reimbursement for inpatients stays for Medicaid eligible inmates/CC, payment for services as indicated in RSA 623-C:2 and other negotiated terms. A review of medical facilities to which inmates can be referred for off-site care will be done on separately by the NHDOC and the VENDOR prior to Service Commencement Date. In the event that the NHDOC and the VENDOR cannot mutually agree on a list of medical facilities that can provide the necessary treatment, the NHDOC will make the final decision. Any decision by the NHDOC
Commissioner or designee is final and not subject to appeal or challenge by the VENDOR in any civil or administrative forum, nor subject to any mediation or arbitration proceedings. The VENDOR shall not be responsible for inpatient hospitalization costs, including any surgery and specialty services, in amounts greater than those agreed upon during negotiations per inmate per admission, or for costs incurred after the limit of the number of hospitalization days agreed upon during negotiations. If inpatient hospitalization costs exceed the established limit, or if hospitalization days exceed the limit established during negotiations, as described above, such costs shall be paid by the NHDOC, or, as necessary, such costs shall be reimbursed to the VENDOR by the NHDOC. If an inmate is considered by the on-site CHO to be medically, physically, or mentally incapable of participating in inmate programmatic activities (which have been specifically designed to reduce recidivism) for greater than two (2) weeks, the VENDOR may request in writing for the NHDOC to transfer the inmate or, alternatively, provide in writing to the NHDOC valid reasons for the failure to do so. If the Vendor’s request asserts that the inmate is not medically, physically, or mentally capable of participating in inmate programmatic activities, specific information and/or documentation must be provided that indicates which program activities the inmate is incapable to participate in and an explanation of the cause. The NHDOC reserves the right to have the inmate assessed by another provider if they are in disagreement with the Vendor. The outcome of the assessment by the NHDOC provider will be reported to the Director of Medical & Forensic Services for determination of outcome with the Vendor.

The VENDOR shall be responsible for providing security for any inmate admitted to a hospital during the initial period of inpatient hospitalization for which the VENDOR is responsible. Should the necessity of security provided by the VENDOR continue beyond the initial period, such security shall be provided by the VENDOR. However, the VENDOR may be reimbursed the hourly wage, including benefits, for every hour each officer is required to provide such supplemental security. The supplemental security should be provided in accordance with the NHDOC’s procedures; one officer for C2 (minimum security) through C4 (close custody) and two officers for C5 (maximum security) inmates. Any such inmate will be included in the Vendor’s Midnight Strength Report for any midnight during which the VENDOR is furnishing security for such inmate. The VENDOR shall notify the NHDOC as soon as possible (within two (2) hours) any time an inmate is admitted to a hospital.

Documentation of licensure and accreditation for all hospitals, clinics and other related health service providers to be utilized by the VENDOR shall be made available to the On-Site Contract Monitor upon request. All hospitals utilized by the VENDOR for the care of inmates shall be fully licensed and preferably accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHCO). All hospitals utilized by the VENDOR require prior written approval by the Department’s Contract Manager.

The VENDOR shall ensure that all Vendor’s or subcontracted staff providing services under this Contract complies with prevailing ethical and professional standards, licensure, and the rules, procedures and regulations mentioned above. Should any of the above laws, standards, rules or regulations, NHDOC procedures, NHDOC Health Services Practice Standards or directives change during the course of this Contract term, the updated version will take precedence. The Department shall provide the VENDOR with a copy of all NHDOC rules, regulations, department procedures, NHDOC Health Services Practice Standards and directives. The VENDOR shall comply with all applicable continuing requirements as determined by the NHDOC’s Director of DMFS for reports to and from the NHDOC and the Department, Chief Medical Officer and the On-Site Contract Monitor. To the extent required as a business associate of the Department, the VENDOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. §1320d-8), and all applicable regulations promulgated hereunder.

The VENDOR will be required to maintain full accreditation by the American Correctional Association (ACA) for the healthcare operational areas in all institutions in which healthcare services are provided. Failure to maintain accreditation will be considered an event of default. The VENDOR shall ensure that all subcontractor agreements are approved by the Department’s Contract Manager and contain provisions requiring the subcontractors to comply with all applicable terms and conditions of this Contract, including fingerprint and background screening. The VENDOR agrees to modify its service
delivery, including addition or expansion of comprehensive healthcare services in order to meet or comply with changes required by operation of law or due to changes in practice standards such as ACA standards, regulations, or as a result of any legal settlement agreement involving delivery of healthcare to inmates or related consent order or change in the NHDOC or the Department’s mission. The VENDOR shall ensure access to comprehensive healthcare services as required within the Scope of Service twenty-four (24) hours per day, seven (7) days a week, and three hundred sixty-five (365) days a year.

The Department shall not provide any administrative functions or office support for the VENDOR (e.g., clerical assistance, office supplies, copiers, fax machines and preparation of documents). The VENDOR shall provide, maintain and utilize appropriate health space, fixtures and other items for the Vendor’s use to ensure the efficient operation of the Contract. The VENDOR shall also provide or arrange for waste disposal services, including medical waste disposal. The VENDOR shall operate the space provided in an energy efficient manner.

All supplies required to provide healthcare services shall be provided by the VENDOR. The VENDOR will have at least a thirty (30) days’ supply of medical supplies upon its assumption of responsibility for service implementation at the Facility. A physical inventory of all equipment and medical supplies will also be conducted upon the expiration or termination of this Contract with appropriate credit payable to the VENDOR, in the event the Department chooses to purchase then existing supplies. The term “healthcare supplies” is defined as all healthcare equipment and commodity items with a unit cost of less than one thousand dollars ($1,000).

The VENDOR shall utilize Department forms as specified to carry out the provisions of this Contract. The Department, in cooperation with the NHDOC, will provide an electronic copy of each form in a format that may be duplicated for use by the VENDOR. The VENDOR shall request prior approval from the Contract Manager should he/she wish to modify format or develop additional forms.

All New Hampshire Department of Corrections’ inmates and civil committees, regardless of status, must have unimpeded access to healthcare services. Vendor’s healthcare staff should ensure that inmates have access to a level of care commensurate with the severity of the presenting symptomatology. If the needed level of care is not available at the institution of residence, timely referral must be made to another institution in which the necessary care is available.

A standardized program of routine/comprehensive, urgent and emergency healthcare is to be available to all inmates and civil committees. Emphasis shall be placed on preventative healthcare practices. All treatment will be rendered in accordance with the Department of Corrections’ rules, policies, procedures and Health Services Practice Standards. Healthcare will be provided at a minimum constitutionally adequate level of care. This means all necessary healthcare will be provided either routinely, urgently or emergently as dictated by the need to resolve the healthcare issue presenting itself.

III. Medical Services: The VENDOR shall be responsible for the following: all inmate medical costs for care provided at the Facility to include emergency outpatient care, pharmaceutical services, initial intake screening for medical, dental and mental health pre-existing conditions, substance abusers treatment, sexual offender treatment, medically required eyeglasses, hearing aids, and dentures; regularly scheduled chronic illness clinics conducted under the direct supervision of the CHO for the following conditions: diabetes; respiratory; cardiovascular; seizure disorder; tuberculosis preventive therapy; general medicine; immunodeficiency; and hepatitis C; an infectious disease education program for inmates which will be consistent with the NHDOC’s existing health education program for HIV and AIDS as described in, New Hampshire Statutes. The VENDOR must follow requirements outlined in NCCHC best practice standards as well as treatment protocols established by NHDOC with regard to these chronic illnesses. All medical contacts inclusive of appointments shall be documented on the Offender Based Information System. The On-Site Contract Monitor may request a report documenting all medical contacts.
IV. Inmate Co-Payment: The VENDOR shall be responsible for collecting a medical co-payment for each inmate-initiated, non-emergency visit to a health care provider as required by New Hampshire Administrative Rules (CORs) and NHDOC policies. The fees collected will be retained by the VENDOR and the same amount will be deducted from the monthly management payment billing submitted by the VENDOR to the NHDOC. All co-payments must be noted in the Offender Based Information System and accounted for in the medical record. A report of co-payments will be included with the monthly invoice. VENDORS must include the cost of providing health care in their per diem. This shall not include the revenue generated by the inmate co-payment.

V. Chief Health Officer (CHO): The VENDOR shall designate a CHO for the Facility who shall submit reports to the NHDOC (and Director of DMFS, as required) for all clinical matters. The CHO shall serve as the medical authority and shall work as a team with the Vendor’s administrative and clinical managers. Each CHO shall operate the clinical healthcare program in accordance with the standards set forth in this RFP, and all applicable State and Federal Laws, Rules and Regulations; NHDOC Rules, Policies and Procedures; NHDOC’s Office Health Services Practice Standards, Court-Ordered requirements and ACA standards, and shall adhere to any additions or changes thereto. The CHO shall plan, implement, direct and control all clinical aspects of the institutional healthcare program and shall have direct oversight of and shall monitor the performance of all healthcare personnel rendering direct patient care. The CHO shall also provide primary healthcare services on a routine basis and meet the same standards as other CHOs in the NHDOC. In addition, the person occupying this position must be licensed to practice medicine in the State of New Hampshire and be “in good standing”, hold a current DEA Registration Number, and must have credentials that meet or exceed the requirements of New Hampshire Law.

VI. Health Education Program: The VENDOR shall implement within ninety (90) days of contract execution, subject to Department approval, an inmate health education program. To promote the health education process, informational programs shall be made available based on the requirements of New Hampshire Statutes and assessed educational needs of the inmates. Selected topics for these programs may include but are not limited to:

a) Personal hygiene;

b) Nutrition;

c) Physical fitness;

d) Stress management;

e) Sexually transmitted diseases;

f) Chemical dependency;

g) Tuberculosis and other communicable diseases;

h) Effects of smoking;

i) HIV/AIDS;

j) Hypertension/Cardiac;

k) Epilepsy;
l) Diabetes;

m) Dermatology;

n) Rehabilitation; and

o) Prison Rape Elimination Act (PREA).

VII. Quality Management: The VENDOR shall establish and maintain a Clinical Quality Management program that maintains full compliance with the NHDOC’s rules and regulations, court-ordered requirements and the NHDOC DMFS. We would like to encourage the Vendors to develop their own responses to this RFP for review by the evaluation committee. Vendors will be permitted to submit revised programs prior to contract execution as necessary to accommodate changes required by the DEPARTMENT or NHDOC. All required program curriculum will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the NHDOC Commissioner. The Department reserves the right to require changes to programs submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date. Program curriculum should include information on the following:

a) Quality Management

b) Infection Reporting to the Department of Health

c) Infection Control Program

d) Medical Peer Review Committees

e) Clinical Risk Management Program

f) Mortality Review Program

The VENDOR will also maintain full compliance with the policies and procedures pertaining to quality assurance and quality indicators that are established by the DMFS.

VIII. Health Assessment at Intake: The VENDOR shall provide a proposal that ensures all inmates being admitted to the Facility are provided a comprehensive health assessment and orientation in accordance with NHDOC’s guidelines. Upon arrival at the Facility, every inmate shall receive an intake physical examination in accordance with NHDOC PPD 6.03 and an immediate healthcare screening by qualified healthcare nursing staff. The intake physical examination shall take place no later than ten (10) days after the inmate is received at the Facility.

Each intake examination shall include, at a minimum, the following: a complete history, physical exam, designated medical necessary lab work, and any specialty follow up exams deemed appropriate. The examining physician will also prescribe any needed or appropriate medications at this time.

Each inmate will receive a transfer screening on departure from and on arrival to the Facility as well as orientation to healthcare services when newly assigned at the Facility. The inmate’s healthcare records shall be reviewed on arrival for medication, emergency or urgent medical needs or any specialty follow up scheduled. This would include placement in a chronic illness clinic status if required for preventative care.
The preliminary screening shall be documented in the inmate’s medical file and include the following:

Inquiry into:
- Current illness
- Communicable diseases
- Alcohol/chemical abuse history
- Medications currently being taken
- Dental status
- Chronic health problems

Observation of:
- State of consciousness
- Mental status
- Appearance
- Conduct
- Bodily deformities and ease of movement
- Signs of trauma, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of drug abuse

Explanation of procedures for access to health and dental services shall be provided to inmates both orally and in writing via the Inmate Handbook. The handbook will be provided by the NHDOC, along with additional information necessary to inform the inmate about unique Facility operations.

Any special needs will be noted as Alerts in the CORIS system and reported to the Classification Office for changes in housing assignment which may be made at any time an inmate has an encounter with healthcare personnel if that encounter indicates a change. On those occasions when evaluation or re-evaluation of an inmate’s medical grade is appropriate, changes may only be made by a clinician, or in the case of "S" category, by a psychiatrist or psychologist. Other mental health staff may recommend appropriate changes to the Commissioner Health Officer (CHO).

Anatomical defects or pathological conditions will not in themselves form the sole basis for recommending assignment or work limitations. While these conditions must be given consideration when accomplishing the designation functional capacity, prognosis and the possibility of further aggravation must be considered.

IX. Referrals: Referral of inmates shall be in compliance with the NHDOC’s treatment protocols and practice standards and such referrals shall be made to an approved healthcare provider within the community after review by the CHO. Any healthcare subcontracting arrangements must be approved by the NHDOC and/or the Department. Any hospital facility must also be approved by the NHDOC and/or the Department to provide hospital-based services for inmates. The VENDOR shall be financially responsible for all costs associated with the care of an inmate treated by any community provider or in any community provider facility as negotiated in response to this RFP. Use of additional Vendor utilization procedures is permitted only in addition to the NHDOC’s treatment protocols and practice standards and only where Vendor’s procedures do not conflict.

X. Staffing of Health Care Professionals: The VENDOR shall have direct oversight, be responsible for and monitor the performance of all healthcare staff whether providing direct healthcare or performing other duties in support of the Contract.

The VENDOR shall propose a plan to provide an adequate level of staffing for provision of the services outlined herein and
shall ensure that staff providing services is appropriately trained and qualified and licensed, as appropriate. Staff shall provide professional healthcare coverage twenty-four (24) hours a day, seven (7) days a week for the institution.

The VENDOR shall distribute a written job description to each member of the Vendor’s health care staff that clearly delineates their assigned responsibilities. The job description shall be signed by the employee and supervisor and maintained in the on-site personnel file. The VENDOR shall annually evaluate performance of healthcare staff to ensure adequate job performance in accordance with these job descriptions and other provisions of this Contract and such performance evaluations shall be maintained in the on-site personnel files. The On-Site Contract Monitor shall be advised of any Vendor’s employee who receives a less than satisfactory evaluation.

The VENDOR shall maintain personnel files on all contract employees in the healthcare unit of the institution. The records shall be made available to the On-Site Contract Monitor, and the NHDOC’s Director of DMFS or designee. These files shall include, but not be limited to, copies of current New Hampshire licenses or proof of professional certification, and evaluation records and position responsibilities.

The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department. NHDOC employees terminated at any time by the NHDOC for cause may not be employed or provide services under the Contract.

The VENDOR shall provide a proposed staffing plan for the health-related section of this RFP, including the minimum key administrative staff positions in support of this contract:

The VENDOR shall employ only those persons having appropriate New Hampshire licensure and certification in good standing and who have provided documentation of past healthcare experience. Individuals in positions that require credentials (Physicians, Advanced Registered Nurse Practitioners (APRNs) Psychologists, Psychological Specialists and any other position that requires credentials), will be subject to a credentials review by the Department to ensure that the individual has the requisite training, experience and licensure or certification necessary to perform the duties assigned. It is the Vendor’s responsibility to ascertain and comply with all state licensing and credentialing requirements.

Fingerprints shall be taken of each employee. The NCIC/FCIC background checks will be reviewed by Department staff. The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department.

No personnel employed by this VENDOR may be a convicted felon or have relatives either confined by or under supervision of the NHDOC.

XI. Medical Records: The VENDOR shall ensure that all healthcare unit staff documents each healthcare encounter in the appropriate section of the Problem-Oriented Medical Record, utilizing the SOAP format, including specific Department of Corrections’ approved forms as outlined in Department of Corrections’ Rules, pertinent Health Services procedures and New Hampshire Statutes.

The VENDOR shall ensure that each health record, including the Medication Administration Record, is complete, accurate and contains sufficient documentation to warrant the treatment rendered and that each entry is made in a timely and complete manner. This shall include requesting, and documenting the request for all available previous medical records and composing a medical history.

The VENDOR shall ensure that all medical record procedures concerning confidentiality are followed. Medical records shall remain the property of the NHDOC and information contained in a medical record shall not be released to anyone
who is not legally authorized to receive it.

The VENDOR shall ensure that each medical record complies with the New Hampshire Statutes, NHDOC policies and procedures, the Health Record Manual, HIPAA, and other applicable laws, rules and regulations.

The VENDOR shall ensure that all logs required in medical areas are maintained in a complete, current and accurate condition. The VENDOR shall ensure that the weekly and monthly validations (signatures by the Chief Health Officer or the Vendor’s Designee) are accomplished prior to the fifth (5th) day of the following month.

XII. Other General Health Service Requirements: Routine transportation of inmates for medical visits, consultations, diagnostics studies and hospital admissions shall be the responsibility of the VENDOR. Subject to the approval of the NHDOC, hospitalization or other specialty care which is required in follow-up to a previous surgery or procedure shall be referred to the provider or facility originally providing the services.

VENDOR’S personnel shall establish regular meetings with representatives from the designated hospital and other providers to coordinate the referral of inmates. Policies and procedures shall be developed by VENDOR regarding referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization and patient follow-up, subject to approval by the NHDOC.

XIII. Performance Measures: The VENDOR will propose performance measures and deliverables to be further defined and agreed upon during negotiations in the following areas:

A. Medical Services
   1. Sick Calls
   2. Medical Specialty Consults
   3. Chronic Illness Clinics
   4. Medical Records
   5. Logs
   6. Grievances

B. Mental Health Services
   1. Suicide Preventions
   2. Infirmary and Inpatient Mental Health
   3. Informed Consent
   4. Psychiatric Restraints
   5. Aftercare
   6. Outpatient Mental Health
   7. Practitioner’s Prescribing Practices
   8. RTU referrals, admissions and discharges
   9. Secure Psychiatric Unit

C. Dental Services
   1. Oral Surgery
   2. Restorative Dentistry
   3. Wait for Routine Dental Care
   4. Wait time between dental appointments and first appointment and follow-up appointments
   5. Practitioner’s Prescribing Practices
D. Pharmacy Services
1. Time for prescriptions to be filled
2. Timely receipt of medications by inmates/civil committees
3. Non-Formulary Medication
4. Drug Utilization

4.23 PHYSICAL HEALTH SERVICES

I. Chronic Illness Clinics: Access to specialty care shall be provided through regularly scheduled chronic illness clinics and other specialty clinics as necessary, conducted under the direct supervision of the CHO as required by NHDOC PPD 6.46 Special Healthcare Programs - Chronic Illness Clinic.

These clinics are to be operated and care is to be provided in accordance with the NHDOC treatment standards. Development of programs that incorporate best practices, prevention strategies, clinical-practice improvement, clinical interventions and protocols, outcomes research, information technology, and other tools is required. The NHDOC’s focus with chronic care management is to provide better disease management which has been designed to promote and measure: health outcomes, improved care, reduced inpatient hospitalization, reduced emergency room visits, reduced costs, and better educated providers and patients. Since these outcomes are similarly desirous in the correctional healthcare system, the VENDOR shall develop, propose, and implement Disease Management programs as necessary in conjunction with the operation of chronic illness and specialty clinics.

Disease Management programs shall be completed and implemented by the end of the sixth (6th) month of service delivery under this Contract.

The VENDOR may use, subject to availability and NHDOC agreement, specialty clinics for all non-emergency cases requiring specialty consultation that are beyond institutional capability. If a specialty clinic is not available within a time determined necessary by the Vendor’s CHO, alternative arrangement to obtain the services shall be made locally.

The VENDOR shall provide regularly scheduled chronic illness clinics conducted under the direct supervision of the CHO for the following conditions:
   a) diabetes;
   b) respiratory;
   c) cardiovascular;
   d) seizure disorder;
   e) tuberculosis preventive therapy;
   f) general medicine;
   g) immunodeficiency; and
   h) Hepatitis C.

II. Sick Calls: The VENDOR will provide a proposed plan to coordinate and cooperate with the security personnel, to administer as much healthcare as is practical to inmates housed in the confinement. This includes Sick Call. The Facility will provide appropriate facilities at the respective housing unit. Sick call shall be NHDOC PPD 6.03; 6.16 and per the Holliday court order and the Lamaan consent decree.

III. Emergency Care Services: Emergencies shall be taken to the nearest hospital approved by the NHDOC. The VENDOR shall ensure the availability of emergency treatment. If an inmate needs to be transferred by air, the VENDOR shall use appropriate aviation assets. All ambulances utilized shall be equipped with life support systems and shall be operated by personnel trained in life support that are currently certified by the State of New Hampshire. The VENDOR shall obtain
documentation of State certification and keep it on file at the Facility. The VENDOR shall be responsible for the cost of all emergency air ambulance or land ambulance transportation.

The following service requirements shall be met to ensure that qualified emergency treatment is provided:
   a) In-service education on first aid and emergency procedures.
   b) Written policies and procedures concerning emergency transfer and transportation of inmates.
   c) Arrangements for emergency 24 hour on-call physician coverage.
   d) Coordination with security for arrangements when the emergency transfer of an inmate is indicated.
   e) Cardiopulmonary Resuscitation (CPR) Basic Training for all Health Services staff and other designated departmental staff members.

IV. HIV Testing: The VENDOR shall provide testing for HIV infection under the following conditions:
   a) Upon request by the inmate;
   b) When there is evidence that an inmate, while at the Facility, has engaged in high-risk behavior, as established by New Hampshire Division of Public Health Services, for transmitting or contracting HIV;
   c) If the inmate has a positive tuberculosis skin test or active TB; or
   d) Any other condition deemed medically necessary by the appropriate medical practitioner.

V. Infection Control Program: The VENDOR shall provide for an Infection Control Program at the Facility. The program will include, but is not limited to, concurrent surveillance of patients and staff, prevention techniques, and treatment and reporting of infections in accordance with local and state laws.

VI. Special Medical Programs: The VENDOR shall provide a “special medical program” for inmates who require close medical supervision including chronic and convalescent care. The plan of treatment shall include directions for health care staff and correctional staff regarding their roles in the care and supervision of the inmates. The special medical program shall service a broad range of health problems including but not limited to seizure disorders, diabetes, hypertension and AIDS.

VII. Optical Services: The VENDOR shall provide for Optical Services, including eye examinations performed on-site and in accordance with ACA Standards and NHDOC policies and procedures. A qualified optometrist shall examine inmates with specific complaints. Eyeglasses shall be provided at the inmate’s expense unless clinically mandated by an ophthalmologist whereby the VENDOR is financially responsible, frame selection shall be limited to minimize cost and create consistency among the inmate/civil committee population.

Ophthalmic prosthetics clinically mandated by an Ophthalmologist and services (including prosthetics) necessary to the continued provision of needed healthcare for the inmate shall be the responsibility of the VENDOR. Non-clinically mandated ophthalmic prosthetics may be provided at the inmate’s expense. Eyeglasses shall be obtained by the VENDOR, through a contracted vendor with parity service provisions as NHDOC.

VIII. Infirmary Care and Hospitalization: The VENDOR shall provide Infirmary care for inmates requiring skilled nursing care, chronic illness care, convalescent care, and all acute and chronic conditions which can be managed on-site which includes, but is not limited to the following:
   a) 24-hour coverage, supervised on-site by a Registered Nurse:
   b) Daily infirmary rounds by nursing staff;
   c) 24-hour Physician on-call coverage;
   d) Physician shall conduct infirmary rounds no less than one time per day, Monday through Friday.

In addition, the VENDOR shall develop a manual of nursing care procedures and ensure that a medical record is
established for each patient. All infirmary encounters by a health care provider shall be documented in the inmate’s medical record.

If, in the opinion of the on-site CHO, the inmate cannot be properly treated at the Facility, the inmate shall be referred to a facility that can provide the necessary treatment, that has been mutually agreed to by the NHDOC and VENDOR to provide hospital-based services for the NHDOC’s inmates.

Those inmates requiring care beyond the capability of the infirmary shall be hospitalized at a licensed community facility. Routine admission from the Facility shall be made to a hospital facility approved by the NHDOC. Recommendations for hospitalization, with the exception of emergency situations, shall require review and approval by the on-site CHO. Hospital admissions that arise from emergency situations shall be reviewed by the on-site CHO within 48 hours of admission.

Treatment, care or medical procedures including, but not limited to, surgery or prosthetics, initiated at the Facility, shall be completed prior the clearance of the inmate for transfer to another NHDOC facility, with the exception of emergency disciplinary or mental health transfers. Services may be provided at the receiving facility and billed to the VENDOR, or, with the approval of the NHDOC and the NHDOC, the inmate may be returned to the sending facility.

The VENDOR shall be responsible for all levels of care, including Secondary or Tertiary level of care, for permanent inmates assigned to the Facility.

All health services provided to inmates shall also be provided to civil committees within the Secure Psychiatric Unit.

4.24 DENTAL HEALTH SERVICES

VENDOR will provide inmate and civil committee dental health services to conform to the NHDOC’s Dental policies and procedures and the ACA Standards in accordance with:

a) New Hampshire Administrative Rules (CORs)

b) American Correctional Association Standards
c) American Dental Association Standards
d) New Hampshire Board of Dentistry Rules
e) Center For Disease Control Standards

f) Occupational Safety and Health Administration Standards

The VENDOR shall provide emergency and comprehensive dental care, consistent with all applicable laws, rules, regulations and practicing standards. This includes reexamination, complete and partial dentures, crowns and bridges when indicated, operative, selective endodontics (not inclusive of molars), and oral surgery. Prevention of dental diseases must be stressed along with oral hygiene education. The VENDOR shall have back-up coverage when the Facility’s dentists are not available.

All Facility dentists shall be currently licensed in the State of New Hampshire and be in good standing with the New Hampshire Board of Dentistry. Copies of such licensure shall be maintained by the Facility.

If applicable, all dental prosthetics shall be provided by the Vendor. Clinical oversight of the Facility’s dentists shall be provided by the NHDOC’s Chief Dentist. The VENDOR’S provision of dental services shall include the following components:
I. Initial intake screening within five (5) workdays of arrival; and

II. Development of a dental treatment plan that includes:
   a) Prioritization of needs;
   b) Counseling on oral hygiene:
   c) Fillings, cleaning and prosthesis: and
   d) Dentistry based on preventive care and complaint-oriented care.

4.25 MENTAL HEALTH SERVICES

For additional detail see also Attachment E:
Section 2:13: Behavioral Health Services,
Section 2.13.12: Residential Treatment Unit,
Section 2.13.13: Sexual Offender Treatment, and
Section 2.14 Secure Psychiatric Unit

The VENDOR shall provide a proposal for the comprehensive mental healthcare services at the facility in compliance with the ACA Standards, the Holliday court order and NHDOC policies and procedures. The proposal shall include plans for the provision of services in the following areas:

I. General Overview

All mental healthcare shall be provided in such a manner as to maintain the dignity of the inmate and afford him or her a reasonable degree of confidentiality. The VENDOR shall be responsible for the cost of laboratory expenses associated with the use of psychotropic medication. The VENDOR shall be responsible for the cost of psychotropic medication. The VENDOR will use only medications listed on the NHDOC’s formulary, unless prior authorization is obtained by DEPARTMENT through the NHDOC’s Non-Formulary Request process.

The VENDOR shall develop a proposal and plan to provide and be financially responsible for the provision of mental healthcare services necessary to carry out the following service tasks:

a) Identification of those inmates experiencing disabling symptoms of adjustment, mental disorder and/or mental retardation impairing the inmate’s ability to function adequately within the general inmate population.

b) Alleviation of disabling symptoms of mental disorders.

c) Assisting the inmate with mental disorder or mental retardation to maintain a level of personal and social functioning that will enable him/her to remain in or be returned to the general inmate population through implementation of a Residential Treatment Unit.

d) Provision of clinically necessary and appropriate mental health inpatient care.

e) Appropriate triage according to New Hampshire Statutes to the Secure Psychiatric Unit.

II. Levels of Care

a. Outpatient: This refers to services provided to an inmate housed outside of an inpatient mental health unit or admitted to an infirmary for mental health reasons as distinct from a more specialized inpatient unit. Outpatient mental healthcare
services include, but are not limited to, individualized service planning, case management, group and/or individual counseling, periodic psychiatric monitoring and/or treatment as determined necessary, confinement mental status evaluations, emergency evaluations and staff referrals.

b. Infirmary Mental Health Care: This level of care must be provided and includes all behavioral and/or psychiatric emergencies such as management of the suicidal or decompensating inmate. Crisis management may require placement in an infirmary Isolation Management Room (IMR) or other specifically designated safe housing at a permanent institution for rapid assessment, close observation, and institutional based intervention. The lengths of stay in an IMR or alternative housing are specified in NHDOC’s PPD 6.10 and 6.08. The crisis may be appropriately managed at this level or may require referral and subsequent transfer to the Secure Psychiatric Unit. IR’s and Observation Cells, when indicated, are designed to provide a safe and appropriate setting for initial housing and observation of inmates who present impairment that cannot be managed on an outpatient basis.

c. Residential Treatment Unit (Intermediate and/or Chronic): Residential Care must be available and is delivered in the Residential Treatment Unit (RTU). The RTU is a low-stress, residential placement with a therapeutic milieu and direct treatment components. It is designed to provide evaluation, treatment, and mental healthcare intervention to any inmate whose symptoms of serious mental disorder interfere with his/her capacity to safely adapt in a general inmate population setting or special housing setting. The goal is to alleviate symptoms of mental illness and to improve functioning sufficiently to return the individual to the least restrictive clinical and custodial environment. Long-term residence in the RTU will be considered for an inmate who suffers from a chronic, severe, and persistent mental illness (and the inability to readjust to the general population or special housing). Some chronically impaired inmates may remain in the RTU for extended periods of time. For example, intellectually disabled inmates who cannot function in open population may remain in the RTU for the duration of incarceration, if warranted. Additionally, RTU is indicated for a person with chronic or residual symptomatology who does not require crisis stabilization care or acute psychiatric care, but whose impairments in functioning nevertheless render the inmate incapable of adjusting satisfactorily within the general or special housing inmate population even with the assistance of outpatient care.

d. Crisis Stabilization (Brief Inpatient): Crisis Stabilization is a more intensive level of care that allows for closer management, observation, and treatment intervention while seeking rapid stabilization of acute symptoms and conditions. This level of care is provided in a Crisis Stabilization Unit (CSU) which is a locked, highly structured, safe environment located within select major institutions. CSU programs include a broad range of evaluation and treatment services intended for inmates who are experiencing acute emotional distress and who cannot be adequately evaluated and treated in a TCU or infirmary IMR. Inmates who are assigned to CSU’s generally remain within the locked inpatient unit and do not access services and activities available to general population inmates. Crisis care is only intended for very short term periods.

e. Secure Psychiatric Unit Inpatient Care: This level of treatment is the highest level of mental healthcare available to inmates and can only be provided through court order in accordance with New Hampshire Statute 623:1. Ongoing involuntary mental health treatment can be provided only at this level of care with a court order or appropriate transfer documentation per RSA 623:1 as established by the NHDOC. Secure Psychiatric Inpatient Care includes a broad range of evaluation and treatment services within a highly structured, secure and locked hospital setting. Patients are typically chronically and/or severely impaired and do not respond favorably to brief inpatient and/or intermediate care. Patients are typically discharged to the RTU for further treatment and progressive reintegration to a suitable incarcerative environment.

III. Mental Health Requirements
All newly arrive inmates will receive a mental health screening including any medically necessary psychological testing, clinical interview, and/or mental health history psychiatric evaluation.

The NHDOC utilizes a classification system, which includes a mental health care need rating. This classification system is outlined in the NHDOC Classification Manual.

A. Mental Health Care Need Rating, rating code MH
Mental health categories are based upon the degree of disability and the need for services and special management regarding residential and/or program placement.

1. MH-5 Sub code:
   - A = Assaultive
   - S = Suicidal

   a.) Severe impairment due to psychiatric illness requiring management in a secure psychiatric facility. Inmates in this category would meet the criteria used in the voluntary or involuntary transfer of inmates from correctional institutions or jails to a psychiatric facility for treatment (this is currently done pursuant to RSA 623:1).

   b.) Determination of severe impairment with transfer to a secure psychiatric facility requires certification by a physician/psychiatrist that the criteria is satisfied and that the inmate cannot be safely maintained and treated in the correctional facility.

2. MH-4 Sub code:
   - I = Improvable with proper treatment
   - A = Assaultive
   - S = Suicidal

   a.) Severe impairment due to psychiatric illness requiring special monitoring and treatment, but no transfer to a secure psychiatric facility. Inmates in this category include those diagnosed by a physician/psychiatrist as mentally ill and requiring on-going treatment (prescribed medication and/or counseling) and whose unpredictable behavior indicates the need for special evaluation and management regarding residential and/or program placement.

3. MH-3 Sub code:
   - C = Needs clinical intervention
   - D = Developmentally disabled (intellectually disabled)
   - I = Improvable with proper treatment
   - P = Psychopharmacological maintenance
   - Q = Status questionable, needs further assessment
   - S = Suicidal
   - T = Temporary adjustment problem

   a.) Moderate to mild impairment due to psychiatric illness or psychological problems. Inmates in this category are in need of on-going mental health clinical, psychiatric, or psychological services which might include prescribed medication and/or psychotherapy/counseling on a regular basis (weekly/bimonthly, etc.). Inmates in this category would usually be assigned to regular residential and program placements. This group may also be seen as manifesting crisis of a behavioral nature (e.g. acting out, self-abuse, etc.) requiring special residential maintenance from time to time.
4. MH-2 Sub code:

M = Monitor for adjustment
P = Psychopharmacological maintenance
SH = Monitor initial adjustment and critical events if suicide ideation in the past

Mental Health Alert due to:

a.) History of psychiatric illness currently in remission and not requiring special residential or program assignment

b.) Inmate or staff initiated clinical intervention for unspecified, non-critical emotional or psychological problems.

5. MH-1 Sub code:

N = Non-critical psychological problems in past not requiring treatment at present
P = Psychopharmacological maintenance
S = Documented/reported suicide indication in past but not currently a problem.

a.) No mental health needs appropriate for regular residential and program placements. (An inmate with a history of psychiatric illness whose condition remains in remission may, at the discretion of mental health staff, be assigned this rating code).

Since the mental health program is designed to provide varying levels of care at different facilities, the assigned Needs Score in part determines to which facility the offender may be transferred. Other determinants include the inmate’s custody or security level, program needs, medical limitations, and potential for aggressive behavior.

All newly arriving inmates must be oriented to mental health services at the Facility in accordance with NHDOC PPD 6.05 Mental Health Services and Procedure 403.008 Inmate Health Services Orientation.

Orientation consists of a written, easily understood explanation (available both in English and Spanish) and oral presentation of available services and instruction on accessing mental health services including consent or refusal of mental health services and confidentiality. Such orientation shall be documented and signatures of the inmate obtained for filing in the inmate’s medical record.

Medical staff shall ensure continuity of pharmacotherapy for any newly arriving S-3 inmate until such time as the inmate can be interviewed by a psychiatrist. If the inmate does not have a psychiatric evaluation completed within the NHDOC, or if psychotropic medication is initiated on an outpatient basis, a referral to Psychiatric Services shall be completed.

Mental health sections of records for newly arriving inmates, whether received from a reception center or transferred from another institution, must be reviewed within eight (8) days of arrival by mental health service providers. The purposes of the record review are to:

1. assess and prioritize treatment needs;
2. review the health record of the new arrival within the time specified in NHDOC PPD 6.05 to determine the inmate’s evaluation and/or treatment needs; and
3. document the record review as an incidental note, summarize the relevant history

The conditions for inmate eligibility for ongoing mental health treatment and services are established in NHDOC PPD 6.05. Ongoing mental healthcare (e.g., group and individual therapy, case management, and psychotropic medication) shall be provided for inmates who have clinical diagnoses per the DSM IV-TR that require clinical intervention.
All inmates who are returned to the general population from isolation management, transitional care, or crisis stabilization shall receive case management and appropriate follow-up services in accordance with the individual assessment of clinical need and per NHDOC PPD 6.10.

Psychotherapy/counseling is considered an interactive intervention between the clinician and the patient. Individual and/or group therapy is provided according to the inmate’s identified clinical needs and treatment plan. The VENDOR shall deliver therapy to best meet the inmates’ identified clinical needs.

Express and informed consent means consent voluntarily given in writing after provision of a conscientious and sufficient explanation.

All inmates undergoing treatment and/or evaluation, including confinement assessments and new screenings, must have a valid Consent to Mental Health Evaluation or Treatment executed within the past year. Inmates shall be advised of the limits of confidentiality prior to receiving any mental health services. Consent for pharmacotherapy is described and a consenting signature received and shall be routinely completed by psychiatry staff. Fully informed consent for pharmacological intervention must be obtained by the psychiatrist prior to the initiation of such intervention. When admitted to an IMR, RTU or SPU, a healthcare professional shall request that the inmate give written informed consent to treatment. The inmate may refuse to consent to treatment, however, the inmate cannot refuse placement.

All inmates presenting for mental health services shall be informed of their right to refuse such services, unless services are to be delivered pursuant to a court order. If an inmate refuses treatment that is deemed necessary for his/her appropriate care and safety, such treatment may be provided without consent only under the following circumstances:

1. In an emergency situation in which there is immediate danger to the health and safety of the inmate or others. Emergency treatment may be provided at any major institution. Involuntary Emergency Treatment Orders shall be issued as indicated in RSA 627:6, COR 304:02 and NHDOC PPD 6.18.

When an inmate refuses mental healthcare services, such refusal shall be documented in the inmate health record. Refusals of mental health evaluation/treatment shall be documented on an Authorization to Treat form. If the inmate refuses to sign Form NHDOC4-711A, the form shall be completed and signed by the provider and another staff member who witnessed the refusal.

The limits of confidentiality are delineated on NHDOC Confidentiality Advisory Form. These limits must be explained to the inmate and the inmate must indicate informed consent by signing the form prior to the provision of nonemergency mental health services.

Requests from outside organizations for mental health-related information about inmates will be referred to the appropriate Facility personnel. Release of any confidential health records must be accompanied by Consent for Release of Confidential Information (signed by the inmate).

Disclosures that are made by an inmate to a healthcare professional while receiving mental health services shall be considered confidential and privileged, except for the following:

1. Threats to physically harm self and others.
2. Threats to escape or otherwise disrupt or breach the security of the institution.
3. Information about an identifiable minor child or elderly/disabled person is the victim of physical or sexual abuse or neglect.

All information obtained by a mental healthcare provider shall retain its confidential status unless the inmate specifically
consents to its disclosure.

Each inmate who receives ongoing mental health services shall have an Individualized Treatment Plan (ITP) developed in accordance with NHDOC PPD 6.05 and CHOICES (NHDOC electronic mental health record).

All non-psychiatric mental health services provided must be directly supervised by a Licensed Psychologist or Social Worker who shall assume clinical responsibility and professional accountability for the services provided. In doing so, the Senior Clinician shall review and approve reports and test protocols as well as intervention plans and strategies. Documentation of required review and approval shall take the form of cosigning all psychological reports, ISPs, treatment summaries, and referrals for psychiatric services and clinical consultations.

A minimum of one hour per week shall be devoted to direct face-to-face clinical supervision with each behavioral specialist.

All group treatments must have written descriptions that have been reviewed and approved by the Senior Clinician. The group descriptions shall include purpose, participating inmates, goals, predominant therapeutic approach, curriculum outline, and inmate selection criteria. If the group has a waiting list, then the selection criteria must include means of prioritizing enrollment.

Mental health staff is required to conduct 14 day clinical appointments with all inmates on psychotropic medications or severe and persistently mentally ill inmates housed in the Secure Housing Unig Unit (maximum security) to personally observe each inmate, and to inquire as to whether the inmate has any mental health-related problems. The observation and inquiry is to be done in a method that provides the inmate the closest opportunity for a one-to-one meeting as possible dependant upon the inmates treat to others, as the purpose of the encounter is to perform in-depth assessments. Documentation for inmates in confinement settings shall be as follows:

Confinement assessments shall include a mental status examination and any other formal evaluation needed to determine the inmate’s suitability for continued confinement. Because of confidentiality issues, psychiatric or psychological confinement assessments should not be conducted at the cell front.

Every reasonable effort must be made to ensure that confined inmates receive all necessary and appropriate mental healthcare including evaluation, case management, individual therapy, group therapy, and psychotropic medication. Mental healthcare should be provided in the confinement interview room when possible.

The VENDOR will provide outpatient psychiatric services in accordance with NHDOC PPD 6.05.

Outpatient psychiatric services may be requested via referral from clinical staff (referrals are entered in CORIS). The Senior Clinician must give prior approval of any psychiatric consultation that is recommended by a non-psychiatric staff member with the exception of nursing.

Mental health transfers for inpatient care to RTU or SPU shall be considered either routine, urgent, or emergent (based upon clinical assessment made by the referring mental health team). All RTU referrals are routine transfers while SPU referrals, by nature, will be considered as urgent or emergent.

Emergent transfers to SPU are indicated through a determination reached by the psychiatric provider assessing need based on the patient’s condition reaching a level of care that cannot be provided at the institution and that only SPU can provide the required level of care. The staff psychiatrist or the unit coordinator shall advise the warden who will need to give administrative approval of the emergency transfer request. Once warden approval is granted, the VENDOR shall
contact the Director of DMFS to ensure bed availability.

The VENDOR will provide self-harm prevention and mental health crisis services to staff and inmates.

VENDOR staff shall be trained to recognize and immediately report warning signs for those inmates exhibiting self-injurious behavior and suicidal ideations. However, only mental health or medical staff will determine risk of self-injurious behavior, assign/discontinue suicide observation status, and make other decisions that significantly impact healthcare delivery, such as when to admit/discharge from a given level of care.

NHDOC policy allows for the use of time-out, seclusion, and/or therapeutic restraints with appropriate clinical justification to manage crises and prevent suicides. Usage shall be in accordance with appropriate laws and professional standards. The least restrictive alternative is to be used to help the inmate regain self-control when such action can reasonably be expected to be effective. These procedures shall never be used as punishment, but rather to protect the emotional well being of the inmate as well as the safety of the inmate and others.

Physical force may be used with a mentally disordered inmate only as a last resort when it reasonably appears that other less restrictive and intrusive alternatives are not feasible. Any use of force for the provision of mental health care must be in accordance with NHDOC PPDs 5.20 Firearms, 5.58 Use of Physical Force in Departmental Activities and 6.01 Consensual Restraint.

The VENDOR will provide sex offender screening and treatment services in accordance with NHDOC PPD 6.33 Sexually Violent Predator Treatment Standards (in SPU); and NHDOC PPD 6.35 Male Sexual Offender Treatment Services.

Inmates who reach end-of-sentence and who continue to suffer from a mental illness and present a danger to self or others may require inpatient care after release from the NHDOC. It may be appropriate to consider and process a probate commitment under RSA 135-C or RSA 171-B.

The required procedure to be followed by VENDOR's staff in aftercare planning for intellectually disabled inmates who will need outpatient care is as follows:

A continuity of care plan shall be developed for each intellectually disabled inmate being released from the NHDOC. Mental health staff shall track (via CORIS) the expiration of sentence of such inmates so that aftercare planning can commence not later than 180 days prior to release. Inmates with mental retardation shall be provided outpatient followup through the appropriate agency for persons with disabilities. The case manager will initiate referral to the appropriate APD district program office at least one hundred fifty (150) days before release and provide the following:

a) Name of the inmate and the community where s/he intends to reside.

b) Inmate's expected date of release.

c) Qualifying disability pursuant to New Hampshire Statutes.

The case manager shall ensure that the inmate understands how to apply for services and assists him/her in applying.

Mental health staff is required to provide psychological evaluations for inmates referred by various program areas or by other correctional entities including the New Hampshire Parole Commission and the Interstate Compact Office. The techniques used may vary depending on the nature of the evaluation and the referral question, but will generally require a record review and clinical interview (and may require psychological testing). Evaluations conducted for the New Hampshire
A request for input from the institutional chaplain regarding an inmate’s upcoming marriage may be referred. Any input should be strictly limited to the referral question.

Neurological emergencies, namely epileptic seizures and acute headaches, are not to be handled by mental health services and will be referred to the institutional medical staff.

Hunger strikes shall first be handled as a medical concern (NHDOC PPD 6.51) for which mental health staff may be consulted. If requested, the inmates’ mental health clinician or psychiatric provider will evaluate and render an opinion on the inmate’s mental health status.

The NHDOC utilizes a detailed record-keeping system to document delivery of services to inmates. Accurate and complete documentation will be expected of all mental health staff. This includes appropriate filing of all inmate records. Mental health records consist of the mental health section of the health record and a computerized system which the mental health encounters are entered into and printed from (CHOICES). These documents are then to be sent to be filed in the health record in the appropriate section. CHOICES is linked to CORIS in order to account for housing and basic demographic information. All mental health personnel shall attend a three-day course on utilization of CORIS and CHOICES. Failure to maintain CORIS and CHOICES accurately and promptly by not making all required entries will be considered non-compliance with contract terms and conditions for which breach may be declared.

For all appropriate mental healthcare provided, psychiatrists, psychologists, clinicians, and nurses shall record all significant observations pertinent to inmate care and treatment at the time service is rendered. Chart entries are to reflect the Individualized Treatment Plan (ITP). An inmate’s mental health record shall be reviewed each time s/he appears for a mental health encounter. The mental healthcare provider shall legibly document and spell-check each entry. The mental health staff will sign the printed document generated by CHOICES as well as obtain the inmates signature when appropriate.

Mental health programs in the institution shall maintain reports of group participation and treatment plan compliance per NHDOC PPD 6.05 as well as track appointments and management of clinical caseloads.

Thorough and concise documentation is an essential part of the clinical services provided to all inmates. All mental health providers shall become familiar with all forms including how to complete and to file the forms in the health record. Each entry must be legible and be dated, timed, signed, and signed by the healthcare Provider.

Unless the inmate appointment is entered into CHOISES by the practitioner during or immediately following the encounter, CORIS shall be used to document all inmate encounters and to track daily workload. Required CORIS and CHOICES entries are mandatory and must be made in a timely fashion.

All information entered into CORIS and CHOICES must correspond with the documentation recorded in the mental health record.

When an encounter occurs the information must be entered into CHOICES within twenty-four (24) hours of the inmate encounter. CHOICES maintains numerous computer generated deficiency reports. The VENDOR shall run such reports at least weekly to identify any deficiencies in recording of information.

NHDOC PPD 6.43 shall be used to outline the expected documentation of healthcare.
Every mental healthcare provider has the authority to identify and enter a mental health problem. The problem list is to be updated on an ongoing basis as problems are identified. The VENDOR shall comply with identifying and documenting problems.

Problems that are resolved must be indicated on the problem list with date, signature, and printed name.

Any clinical contact with an inmate will require a progress note which shall be written in SOAP format in the progress notes and placed in the mental health section of the health record in reverse chronological order per NHDOC PPD 6.43. Relevant clinical information stemming from other than a clinical encounter with the inmate, such as from contact with staff or significant others, shall be documented in a DAP note. All progress notes whether DAP or SOAP must be dated, timed, signed, and, when indicated, cross-referenced to a specific problem from the Problem List.

All progress notes concerning outpatient mental healthcare, including DAP and SOAP notes, shall be made in CHOICES and filed in the mental health section of the health record.

Except for group therapy contacts, each clinical encounter shall be documented in SOAP format as soon as possible, but not later than the date of the encounter. Group therapy contacts shall be documented with a Group SOAP note after the first group session in CHOICES and printed to be filed in the health record, after the last group session, and on a monthly basis while the group is in progress. The monthly SOAP note shall include the ratio of attended versus scheduled sessions, the inmate’s relative participation, and his/her progress toward ITP objectives. Documentation of relevant information from sources other than a clinical encounter shall be in the form of a DAP note, also in CHOICES.

The health record, which is inclusive of the mental health information, shall accompany the inmate upon transfer to another institution. Medical Records staff shall retrieve the inmate health record and place it in an envelope, which shall then be sealed and stamped “Confidential” (which indicates that the envelope contains sensitive health material).

When an inmate reaches their end-of-sentence, the health record shall accompany the rest of the inmate’s NHDOC records to the NHDOC archives repository. The same procedure as for institutional transfer shall be followed: the envelope should clearly indicate inmate name and number and that the information contained is confidential.

Staff shall routinely attempt to obtain records of past evaluation and treatment performed outside the Facility. Such attempts should be briefly documented as a DAP note, shall be filed in the health Record and a note must be written to document the date that each inmate request was received and answered.

Discontinuance of outpatient care (e.g., case management, psychotherapy, pharmacotherapy) because it is no longer clinically indicated shall be documented on the Discharge Summary, which must be prepared in tandem with informing the inmate of the discontinuance of treatment. Inmate requests for mental health interviews shall be documented and filed. A report has been established in CORIS linked to CHOICES data to document that the inmate request for interview was received, answered, and an appointment facilitated.

The VENDOR will use the NHDOC’s existing information systems CORIS and CHOICES to collect, store and report on daily operations. This includes, but is not limited to entering data, monitoring reports and screens, and auditing data for accuracy to keep current the CORIS – Mental Health Services (MHS) component in CHOICES, plus any other NHDOC system or component developed for Health Services or any NHDOC system or component deemed necessary for Health Services operations. Updates in CORIS and CHOICES shall be entered and completed within five (5) business days of any encounter.

The VENDOR will make available appropriate personnel for training in the NHDOC’s CHOICES component of the mental
health electronic record. Training will be provided by the NHDOC and will be conducted at a designated site. Personnel required to attend include the Data Entry Operators and any personnel entering or assessing data in the CHOICES system. The VENDOR is responsible for payment of travel expenses for its employees. The VENDOR shall ensure that all applicable employees complete this training within the first thirty (30) days of the Contract. Arrangements for the training of new employees, as applicable, will be the responsibility of the VENDOR and may be arranged with assistance from the NHDOC. Failure of the VENDOR to provide sufficient personnel for training is not an acceptable reason for not maintaining CHOICES information. The VENDOR will insure CHOICES is utilized and maintained per NHDOC PPD 6.05.

The VENDOR shall comply with applicable continuing requirements as determined by the NHDOC’s Director of DMFS for reports to and from the NHDOC, Correctional Medical Authority and the On-Site Contract Monitor.

The VENDOR will provide a quarterly report listing all VENDOR employed credentialed mental health providers to the On-Site Contract Monitor. This report will include the provider name, health care license type and status, job title, privileges granted, credentialing status, date started at the Facility and date no longer working at a Facility if the VENDOR employee during the reporting period.

The VENDOR will self-monitor compliance with the performance measures in agreed upon during negotiations. VENDOR shall provide one quarterly report indicating the compliance rates for each item. The report shall also note any steps taken to correct areas of service where the compliance rate falls below the threshold. This self-monitoring is in addition to the annual performance measure monitoring to be conducted by the NHDOC. This self-monitoring report will be due to the On-Site Contract Monitor no later than twenty-one days after the end of each quarter.

The NHDOC reserves the right to require additional reports, adhoc reports, information pertaining to Contract compliance, Court Order compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates, citizens, or other parties. The VENDOR shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When time is of the essence, the VENDOR will make every effort to answer the request as soon as possible so that the NHDOC can respond to the authority or party making the request.

The VENDOR shall develop, in collaboration with NHDOC, the Performance Outcomes, Measures, and Standards and Other Contract Requirements categories which shall be used to determine VENDOR’s level of compliance with contract terms and conditions. These Outcomes and Standards will be identified and agreed upon during negotiations.

By execution of this Contract, the VENDOR hereby acknowledges and agrees its performance under the Contract shall meet the standards set forth below.

The NHDOC may utilize any or all of the following monitoring methodologies in monitoring the VENDOR’s performance under the Contract and in determining compliance with contract terms and conditions:

a) desk review of records related to service delivery maintained at the Facility serviced by the Contract (shall include any documents and databases pertaining to the contract and may be based on all documents and data or a sampling of same whether random or statistical);

b) on-site review of records maintained at VENDOR’s business location, if applicable;

c) review of grievances filed by inmates regarding VENDOR’s service delivery; and

d) review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies (e.g., NHDOC,
4.26 PHARMACY SERVICES

The VENDOR shall provide sufficient controls over both its contracted and employed physicians/psychiatrists to be able to ensure strict adherence to the NHDOC's drug formulary. Compliance with the NHDOC's non-formulary request procedure is required prior to prescribing any non-formulary medications. Subsets or restricted use of the NHDOC's formulary that effectively limit, in any manner, the use of the NHDOC's formulary are prohibited. Additionally, all medications shall be prescribed appropriately as indicated in the current edition of Drug Facts and Comparisons and the most recent Physicians' Desk Reference. VENDOR shall not prescribe non-therapeutic doses, or change, increase or decrease medication or dosages without providing ample time for the medication to take effect as provided for in the package insert. If this occurs, the VENDOR will be considered non-compliant with the provisions of care in the Contract. Should there be a requirement for use of a non-therapeutic dosage or the need to prematurely change medication or dosages, there must be appropriate clinical justification documented in the chart as well as adherence to the non-formulary request procedure to gain approval. Practitioners' prescribing practices will be tracked monthly and reported by the VENDOR. Prescribing practices will also be monitored for performance measure compliance.

The VENDOR shall provide Pharmacy Services and such services will be performed in strict compliance with applicable New Hampshire Statutes, New Hampshire Board of Pharmacy Rules, Federal Drug Enforcement Administration Rules, the NHDOC's policies and procedures and all other applicable rules, regulations and court orders referenced herein.

The Pharmacy shall be permitted to provide all pharmacy services for medication distribution at the Facility as required by New Hampshire Statutes. This may be affected by utilizing on-site pharmacies, mail order pharmacies or any pharmacy process meeting the requirements in this section.

The VENDOR shall establish a Facility Pharmacy and Therapeutic Committee that shall make determinations regarding pharmacy services provided by VENDOR. These determinations will be reported to the NHDOC Director of DMFS and the NHDOC Chief Pharmacist to ensure congruency.

The VENDOR shall provide coverage on-site or on-call by a licensed pharmacist 24 hours a day, 7 days a week. Each pharmacist performing services under the Contract shall be reachable by beeper or cellular phone.

The VENDOR shall provide, furnish and supply pharmaceutical and drugs to the Facility utilizing a "unit dose" method of packaging. A unit dose system shall provide a method for the separation and identification of drugs for the individual resident or patient. Unit doses of medication to be administered by nursing staff are to be provided in a patient specific format. A medicinal drug dispensed in a unit dose system by a pharmacist shall be accompanied by labeling. The requirement will be satisfied if, to the extent not included on the label, the unit dose system indicates clearly the name of the resident or patient, the prescription number or other means utilized for readily retrieving the medication order, the directions for use, and the prescriber's name and meets the requirements of the NH Board of Pharmacy.

The VENDOR may provide liquid psychotropic medications in unit doses, individually labeled, with manufacturer, lot number, expiration date and date packaged listed. If the VENDOR utilizes pill form psychotropic medications, the necessary precautions must be taken to prevent inmate "cheeking" or other means of retaining medications without ingestion.

The VENDOR shall strictly comply with the NHDOC's formulary in all cases unless the NHDOC approves a non-formulary medication request. Please see Attachment D for NHDOC's formulary.
The VENDOR shall provide other medications in liquid unit dose properly labeled as specified by the Chief Pharmacist. The VENDOR shall provide injectable medications as required.

The VENDOR shall provide hypodermic supplies to include needles and syringes and disposal containers that are tamper proof and puncture resistant (SHARPS containers). The VENDOR shall be responsible for appropriate disposal and/or destruction of needles and syringes with documentation. The Department suggests consulting with county and state health officials for sharps/sharps container disposal policies and procedures.

In accordance with all governing NHDOC rules and regulations, the VENDOR shall provide and fill all prescriptions for inmates leaving on writ or discharge for a maximum of thirty (30) days or in sufficient quantity to complete the current prescription. In no event shall an inmate on maintenance medications be released or sent to another facility without at least fourteen (14) days supply of such medication. The medication should be provided to the transferring officer along with the transfer summary to be delivered to the receiving facility’s health services department.

The VENDOR shall properly package all medications in light- and/or humidity resistant containers as appropriate.

The VENDOR shall maintain copies of all prescriptions issued to inmates in a permanent file on-site for a period of three (3) years from the date of last entry in the profile record in compliance with New Hampshire Statute and NH Board of Pharmacy requirements. This record may be a hard copy or a computerized form. Copies will be provided to the NHDOC upon request.

The VENDOR shall record and maintain all transactions with the automated pharmacy in a readily retrievable manner. The record shall be available to an authorized agent of the Department of Health or the Board of Pharmacy and NHDOC.

The record shall include:

1. Name or identification of the patient or resident.
2. Name, strength and dosage form of the drug product released.
3. Quantity of drug released.
4. Date and time of each release of a drug.
5. Name of provider pharmacy.
6. Prescription number or order number.
7. Name of prescribing practitioner.
8. Identity of the pharmacist who approved the prescription or order. (initials print on the label)
9. Identity of the person to whom the drug was released.

The VENDOR shall maintain appropriate documentation including, but not limited to, inventory records, controlled drug perpetual inventory, patient profiles and cost data for financial records. All documentation shall be made available for review by the NHDOC Commissioner and the NHDOC Director of DMFS, Chief Pharmacist or designated representatives of the NHDOC.
The VENDOR shall package non-controlled, non-abusable medications in not more than a month’s supply as directed by the Facility’s CHO. If the quantity is larger than 120 tablets, the supply shall be dispensed not to exceed 120 tablets with appropriate refills.

The VENDOR shall document and maintain a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication.

The VENDOR shall perform in-service training for staff according to a schedule mutually agreed upon and approved by the NHDOC.

The VENDOR shall provide a licensed pharmacist to perform third party drug utilization reviews as requested by the NHDOC’s Clinical Quality Management Committee.

The VENDOR shall provide a licensed consultant pharmacist to conduct monthly inspections of all facility areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, storage and a periodic review of medication records. The consultant pharmacist's monthly inspection report shall be completed. One copy shall remain in the pharmacy and a second copy shall be sent to the NHDOC’s Chief Pharmacist.

The VENDOR shall provide a Pharmacist to serve as chairperson of the Facility’s Pharmacy and Therapeutics Committee and to consult on-site and by telephone with the CHO and staff as requested.

4.27 LABORATORY SERVICES

The VENDOR shall provide Laboratory Services for all medically necessary and appropriate diagnostic laboratory procedures in accordance with the requirements set forth below:

All STAT laboratory work shall be performed at a local hospital, a provision of a contract for lab services or accredited laboratory nearest the Facility. Results shall be telephoned immediately to the requesting physician and a written report shall follow within 24 hours.

Non-urgent laboratory services may be provided to the Facility by the NHDOC’s laboratory services contracted provider or by the VENDOR under a written arrangement.

The most cost-effective process may be utilized subject to prior NHDOC Director of DMFS approval. However, the subcontracted laboratory must be in compliance with all applicable requirements of New Hampshire Statutes, and the ACA Standards as described herein. If the VENDOR provides any in-house laboratory testing, it must also be in compliance with the appropriate provisions of New Hampshire law. If only waived tests are conducted, the VENDOR must obtain a Certificate of Exemption from the Agency for Healthcare Administration.

Services shall include, but not be limited to:

a) Laboratory supplies and required equipment (i.e., centrifuges).

b) Pick-up and delivery on a daily basis, or as needed Monday through Friday.

c) Printer installed at the Facility, to provide test results (FACSIMILE NOT ACCEPTABLE).
d) Immediate telephone contact with written reporting capability within 24 hours.

The VENDOR will provide a physician/APRN who shall check, initial and date all laboratory results within an appropriate time, not to exceed 24-hours (weekends excluded) to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results. In the event that the laboratory report and the clinical condition of the patient do not appear to correlate, it shall be the responsibility of the physician to make a clinical assessment, and to provide appropriate follow-up, which shall include reordering of the lab tests.

4.28 RADIOLOGY SERVICES

The VENDOR shall provide Radiology Services for all medically necessary and appropriate diagnostic X-ray procedures, subject to the prior approval of the NHDOC Director of DMFS. All services shall be provided in accordance with applicable state and local regulations for equipment and personnel licensure.

The VENDOR shall ensure that X-ray films are read by a radiologist. The radiologist shall call the Facility CHO/APRN with any report requiring immediate intervention. The VENDOR shall ensure that a written report, on the appropriate NHDOC form, is forwarded as required. All emergency X-rays that are required at times other than normal working hours shall be performed at a local facility. A physician shall review, initial and date all X-ray reports within a reasonable time. Radiology Services will be inclusive of the needs of the dental clinic.

4.29 INMATE PROGRAMMATIC SERVICES

See also Attachment E for additional detail:
Section 2.15: Program Requirements
Section 2.15.1: Leisure Time & Recreation
Section 2.15.2: Chaplaincy
Section 2.15.3: Volunteers
Section 2.15.4: Academic and Career and Technical Training
Section 2.15.5: Case Management

It will be the intent of the NHDOC and the State to assure that any contract resulting from a “Build and Operate” proposal include outcome-based measures of successful case management and program delivery. Such measures will be developed by the NHDOC in collaboration with the VENDOR and will focus on reduction of recidivism.

The VENDOR shall provide proposed evidence-based programs that have the objective of reducing recidivism by facilitating the successful reintegration of the inmates back into society upon release from incarceration. Such services shall be initiated upon the Service Commencement Date, that will be maintained continuously and will be certified by the appropriate governing agency(s). Teachers’ and instructors’ credentials must meet or exceed all applicable requirements of New Hampshire Statute (RSA 194:60) and the Interagency Agreement between NHDOC and the NH Department of Education. The inmate participation requirements set forth in the VENDOR’s proposal and accepted during negotiations shall be reevaluated annually and adjusted as necessary by mutual agreement of the parties through an addendum to the Contract. Any reduction in inmate participation requirements shall be accompanied by a corresponding reduction of the per diem rate.

All programs shall be evidence based and shown through current research to successfully reduce recidivism. Evidence-based interventions and practices have been independently evaluated using sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition and appropriate analysis. Such
studies should provide evidence of statistically significant positive effects of adequate effect size and duration for the intended population. In addition, there will be evidence that replication by different implementation teams at different sites is possible with the same positive outcomes. Some interventions and practices meet some, but not all of the above criteria, and pending further research, may be considered "promising". All programs should address specific issues, tasks and skills to be mastered at each stage, to include, but not be limited to, developing job skills, addressing educational deficiencies, addressing denial and to confront the consequences of their substance abuse; identifying self-defeating thoughts and patterns of behavior, learn coping and stress management skills, and developing and identification with a crime-free lifestyle; altering self-defeating thoughts and behavioral patterns, and acknowledging personal responsibilities.

Reintegration involves programs targeted at providing inmates the tools to effectively reenter society and become productive members of our communities. Programming should involve a comprehensive risk/need assessment and case management approach, and assist offenders in a variety of needs. These needs can include drug treatment, vocational training, educational enhancement, and life skills. Many of the inmates sent to the facility will have a substance abuse history and a significant need for treatment. The substance abuse programs offered by the vendor should be the equivalent to the programs offered by the NHDOC. NHDOC’s Substance Abuse Program staff may provide oversight of any substance abuse program offered by the Vendor. VENDOR’s proposal will include a proposed list of programs, with a corresponding description of the curriculum and citations for academic journals substantiating the program’s effectiveness. Each inmate shall have a reentry plan to include a comprehensive assessment of the inmate’s needs and how these needs will be met with the facilities programming. The VENDOR shall employ the same risk and need assessment tool as employed by the NHDOC. This plan will be kept in the inmate’s file and reviewed twice yearly with the review documented.

In addition, the VENDOR may utilize volunteers for programs that will contribute to leisure time, religious educational programs, or that in the VENDOR’s judgment may contribute to inmates’ adjustment in the Facility or upon release. Volunteers shall be screened according to the established NHDOC policy. VENDORS shall develop their own volunteer policy for review by the NHDOC On-Site Contract Manager. Vendors will be permitted to submit revised plans prior to contract execution as necessary to accommodate changes required by the NHDOC. All required plans will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the NHDOC Commissioner. The Department reserves the right to require changes to plans submitted in response to this RFP during negotiations and/or prior to the Service Commencement Date.

All inmate programs are subject to reporting requirements of the state and federal government. All programs must be offered on a continuous basis. Teacher/instructor ratios are to be in accordance with best practices to accomplish this goal, and once approved are subject to the vacant positions requirements of the Contract. The VENDOR shall propose, achieve and maintain performance measures and goals, for these programs as stated in the RFP and Contract and shall provide the NHDOC with a monthly status report indicating whether the programs’ goals have been met or the reason why the goals have not been met. This report shall include, but limited to, the number of High School Diplomas and GED certificates earned, number of vocational programs completed, number of reentry plans completed and reviewed, and/or other information as developed by the NHDOC or the On-Site Contract Monitor.

Types of program services to be provided include, but are not limited to the following:

I. Academic and Career and Technical Education (CTE) Programs that are specialized to meet current needs of the Facility and or the NHDOC. Programs must meet the requirements of New Hampshire Statute (RSA 194:60) and the Interagency Agreement between NHDOC and the NH Department of Education. The academic education program will be designed to meet the educational needs of inmates who are educationally disabled, are seeking their high school diploma or seek their GED certificate. The CTE program will be designed to impart knowledge and develop skills that are essential for success in meeting the needs of the inmates, the Facility and/or the NHDOC, with adequate experience to enable the
inmate to obtain employment upon release. Actual work-based projects are to be included in the learning activities. CTE programs must have specific performance measures: number enrolled, number participated, number completed, number certified, etc. The custody level of the inmate is to be a consideration in establishing and assigning inmates to vocational programs. The program may include subcontractors to accomplish the program goals.

II. Case Management, Release Preparation activities emphasizing resources in the community to aid in transition. These resources should include information on obtaining birth certificates, copies of social security cards, obtaining a driver’s license or photo identification card, applying for food stamps, workforce services, child support issues, etc. Proposal should include recommended curriculum or seminar opportunities for community experts to speak to the inmates and provide direction and guidance during their transition.

III. Intervention programs targeting inmates’ criminogenic needs as identified through risk/need assessment shall be offered to offenders assessed as high need in these areas. These programs may include life management skills classes cognitive/behavioral programs, and Substance Abuse Education Program that provides individual and group counseling for inmates that complies with the ACA Standards and includes Mental Health Care and Crises Intervention Services, etc.

IV. Religious Services shall be made available to all inmates who wish to participate in accordance with the ACA Standards and the United States Constitution. Services may be provided by a Chaplain(s) hired by the VENDOR, or by qualified volunteers. If the VENDOR chooses to depend upon volunteer services and said services prove to be inadequate to meet the needs of the inmates as determined by the NHDOC, then the VENDOR shall hire one or more Chaplains at no additional changes in the annual cost of contract.

V. Organized weekly religious services shall be offered. Volunteers from the community may be utilized to assist in offering a variety of religious programs. Religious activities must be afforded in accordance with applicable federal and state laws. Pastoral qualifications of employees or volunteers in this program must meet the minimum qualifications required by the NHDOC.

VI. Leisure Time/Recreational Program which includes indoor and outdoor recreation and leisure time programs for the inmates in compliance with the applicable and corresponding Constitutional standards, court orders and the ACA Standards.

VII. Program Vacancies: It is understood and agreed that from time to time a vacancy may occur in a program slot required by Section 4.31. For purposes of this RFP, a vacant slot occurs when the inmate assigned to the program has transferred, refused to participate, has deceased, or is reassigned to another program. A vacant slot also includes an inmate assigned to the program but due to his circumstances cannot benefit from the programming. Examples include providing transition services to an inmate serving a life sentence with no possibility of parole, or providing pharmacy technician training to an inmate with an extensive criminal history of drug abuse. A vacancy does not occur when an inmate is temporarily absent due to illness, classification appointments, or other temporary leave conditions. In the case of a vacancy, the VENDOR may arrange for the service to be provided to another inmate, so long as the service is provided to an inmate with standing to benefit from the program.

The VENDOR agrees to exercise due diligence to attempt to fill any vacant programming slots immediately upon the date which the slot becomes vacant. If the VENDOR anticipates a problem in filling a vacant slot, the VENDOR must request a waiver from the NHDOC. The request shall be submitted to the NHDOC Commissioner through the NHDOC’s On-Site Contract Monitor. The NHDOC shall respond to any such request within three (3) working days. Slots not filled with eligible inmates will incur program vacancy deductions until the slot is filled. A list of inmates participating in the programming, a list of program slot vacancies, along with class sign-in sheets must be provided to the NHDOC’s On-Site Contract Monitor to be included on the monthly program vacancy report submitted to the NHDOC.
As long as the VENDOR has exercised and continues to exercise due diligence to fill a programming slot, the fact that the slot remains open shall not constitute an Event of Default, but if the VENDOR has less than the required number of inmates participating in programming for more than the thirty (30) day allowance, deductions for program vacancies will be made from the monthly per diem at an amount per inmate per day to be agreed upon during negotiations.

4.30 PROGRAM PLAN

Vendor shall provide as part of its Proposal a plan for providing programming to inmates (“Program Plan”), to be initiated upon the Service Commencement Date, that will be maintained continuously and certified by the appropriate governing agency(ies). The VENDOR shall include in its Proposal a list and complete description of all programs (Behavioral, Vocational, Academic and Substance Abuse) to be provided to the inmates. Please see requirements for description in Section 4.30. All programs are subject to reporting requirements of the state and federal government. All programs described in the VENDOR’s proposal must be offered on a continuous and continual basis. Teacher/instructor ratios are to be reasonable to accomplish the goal, and, once approved, are subject to the vacant positions requirements of the Contract. The VENDOR shall achieve and maintain performance measures for these programs established during negotiations and shall provide the NHDOC with a monthly status indicating whether the programs’ goals have been met and, if applicable, the reason why the goals have not been met.

Education Programs shall be in compliance with the ACA Standards, New Hampshire Statute (RSA 194:60) and the Interagency Agreement between NHDOC and the NH Department of Education. “Participating” shall mean “the inmate is actively attending specified program.” Proposal will include the proposed number of programming slots and whether program will be offered on a full-time or part-time basis.

If inmates in the facility cannot participate in the programs identified in this section because they are not eligible, do not participate in such programs because they refuse to participate or do not complete the programs for which they are enrolled and have participated in, the VENDOR shall provide this information to the On-Site Contract Monitor for inclusion in the Security and Institutional Operations Report (“Report”) submitted monthly to the On-Site Contract Monitor and the NHDOC. With regard to inmate enrollment, participation, and completion in the programs at issue and the need to accurately account for inmate participation and completion in these programs, the Report will account for inmate program participation and completion and shall at a minimum provide information that includes the inmate’s name, the inmate’s NHDOC Number, and a description of the ineligibility of the inmate to participate in or the inability to complete the program(s) or the facts surrounding the inmate’s refusal to participate. Further, it is understood that inmates who are enrolled in and are actively attending a program may have occasional absences due to legitimate reasons including, but not limited to, health reasons, court appearances, recognized holidays, etc. Such absences shall be noted in the Report.

The information provided by the VENDOR to the On-Site Contract Monitor regarding inmate participation in and completion of these programs shall be provided in sufficient detail to enable the NHDOC to appropriately audit and monitor the VENDOR’s compliance with this provision. Inmate eligibility to participate in such programs shall ultimately be determined by criteria established by the NHDOC.

4.31 INMATE LAUNDRY AND CLOTHING

The VENDOR will furnish uniforms, including shoes, for inmates that will be properly sized and fitted, climatically suitable, durable and presentable. The VENDOR will provide laundry services and clothing in compliance with the applicable and corresponding Constitutional standards and the ACA Standards to include, but not be limited to the following:
• Regular changes of clothing;
• Toothbrush & toothpaste;
• Disposable razor (except where prohibited);
• Bath soap;
• Toilet paper;
• Specialized clothing for inmates who are involved in activities such as food service, maintenance; and
• Clean bedding and linen.

4.32 INMATE COMPENSATION

All inmates shall be afforded the opportunity to engage in meaningful and productive work in accordance with NHDOC PPD 3.01: Offender/SPU/RTU Resident Pay System and be paid for their labor. Wages shall be deposited to the inmate's account. Distribution of inmate earnings will continue to accrue to the inmate and the VENDOR will have no claim to any part of inmates' earnings. The VENDOR shall comply with New Hampshire Statutes regarding inmate earnings distribution.

4.33 LIBRARY AND ACCESS TO THE COURTS

The VENDOR shall provide an inmate library in compliance with the United States Constitution, NHDOC PPDs 7.12 Access to the Courts and 7.20 Library Services, court orders and ACA Standards. The library shall be constituted of collections for recreational-reading, reading and research in support of educational activities and law library holdings to support access to the courts. The institution librarians shall conduct an annual inventory of their collections and report any missing items. This report will be submitted to the NHDOC Head Librarian and the On-Site Contract Monitor. This yearly report for the law library will include available electronic media, a list of missing items. The yearly report is due by July 15 yearly. The monthly law library report from the Facility shall include the number of library requests, number of requests completed, number of requests denied, number of library visits in confinement, days and hours the law library was open to inmate use, circulation of law library materials, number of assigned inmate law clerks, and legal materials added to the law library collection during the month. Library reports will be submitted monthly to the On-Site Contract Monitor and the NHDOC. This report will be submitted by the tenth (10th) day of each calendar month for the previous month's activities. A "Law Library Report and "Monthly Accession Report for Law Library will be used to submit the monthly report for the law library.

The VENDOR will provide a general library for inmate recreational and educational use. A monthly report will be submitted monthly to the NHDOC Head Librarian and the On-Site Contract Monitor. This report will include total operating time, circulation and usage by inmates and staff, educational/informational programming, and library collections. A “General Library Report,” will be used to submit the monthly report of the general library usage.

4.34 VENDOR STAFFING REQUIREMENTS
See Attachment F, Section 2.2 for additional requirements.

I. Existing NHDOC staff shall be given right of first opportunity for employment consideration by the Vendor when there exist corresponding or other positions in the approved staffing pattern and when the existing NHDOC staff meet the
qualifications of the positions proposed. First opportunity to be considered for such positions shall be provided to NHDOC staff for a minimum period of three years from the effective date of the Contract.

II. The VENDOR shall provide sufficient, qualified personnel to oversee and carry out the required operations of the Facility as specified in this RFP and in accordance with ACA Standards. The VENDOR shall maintain a file containing job descriptions for each position contained within the staffing pattern. All security posts will have a post order with sufficient detail to insure the security person filling the position can accomplish all tasks. Job descriptions will be reviewed annually. Documentation of review and any suggested revisions will be submitted to the On-Site Contract Monitor with all revisions being approved by the NHDOC Commissioner.

III. Equal Employment Opportunity: The VENDOR shall provide written procedures on recruitment and selection of both objective and subjective merit principles. Recruitment and selection shall be done without regard to age, race, color, sex, religious creed, national origin, political opinions or affiliations, marital status or handicap, except when such requirement constitutes a bonafide occupational qualification necessary to perform the tasks associated with the position. Equal opportunity practices relating to recruitment, examination, appointment, training, promotion, demotion, compensation, retention, discipline, separation, or other employment practices. The VENDOR is responsible for maintaining records as required by the Federal Equal Opportunity Act.

IV Personnel Policies: The Vendor shall develop and maintain policies related to human resources to include but not limited to Employee Conduct (On and Off Facility Grounds), Staff/Inmate Relations, Discipline and Adverse Employment Actions, Sexual Harassment and Discrimination in the Workplace. Policies will be subject to review by the NHDOC On-Site Contract Manager.

V. Vacancies: It is understood and agreed that from time to time a vacancy may occur in staff positions required by the staffing pattern. For purposes of this RFP, a vacant position occurs when the employee assigned to that position has resigned, been terminated, has deceased, or is reassigned to another vacant position. A vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition. In the case of a vacancy, the VENDOR may arrange for the service to be provided by another appropriately qualified employee, subject to the overtime restrictions in Section 4.18, so long as the service is actually provided on the shift or during the assigned work hours for the position.

The VENDOR agrees to exercise due diligence to attempt to fill any vacant security positions within thirty (30) days of vacancy and to fill any non-security positions within forty-five (45) days after the date upon which the position becomes vacant. If the VENDOR anticipates a problem in filling a vacant position within the thirty (30) day allowance for security positions or the forty-five (45) day allowance for non-security positions, the VENDOR must request a waiver from the NHDOC, to be reviewed on a case-by-case basis to fill a position with contracted staff. The request shall be submitted to the NHDOC Commissioner and the NHDOC On-Site Contract Monitor. The NHDOC shall respond to any such request within three (3) working days. Positions not filled with permanent employees or contracted staff will incur vacancy deductions until the position is filled. A list of vacant positions along with position control documentation must be provided to that effect to the NHDOC On-Site Contract Monitor to be included on the monthly vacancy report submitted to the NHDOC. Where contracted staff is utilized, the VENDOR must submit the invoice relative to payment for such contracted staff, reflecting dates of service and costs, to the NHDOC On-Site Contract Monitor along with the position control documentation. The VENDOR shall also submit documentation of any use of overtime to fill vacant positions after the specified times.

As long as the VENDOR has exercised and continues to exercise due diligence to fill a position, the fact that the position remains vacant shall not constitute an Event of Default, but if the VENDOR has less than the required number of employees for more than the specified time, deductions for vacancies will be made from the monthly per diem paid by
NHDOC using the 365-day method inclusive of benefits, until such time as the position is filled permanently or with contracted staff.

The Vendor shall submit weekly reports to the NHDOC On-Site Contract Manager providing a list of all posts and positions in the staffing plan, positions employed by the vendor and those contracted by the vendor, positions currently filled, positions vacant and date of vacancy, posts and positions actually worked and those on leave and overtime useage consistent with terms of this RFP.

VI. Staff Health Requirements: The VENDOR shall have all staff tested annually for Tuberculosis, and inoculated for Hepatitis B per the NHDOC’s Blood Borne Pathogens Manual and applicable ACA Standards.

VII. Minimum Required Staffing Positions: As provided by ACA.

a) Staffing Qualifications: All required personnel documentation including certifications (when applicable) shall be maintained at the Facility. This documentation will be made available to the On-Site Contract Monitor upon request.

b) VENDOR Staff Conduct: The VENDOR shall develop and maintain policies that ensure that all staff adheres to the following requirements for conduct:

The VENDOR or staff shall not display favoritism to or preferential treatment of, one inmate or group of inmates over another.

The VENDOR or staff shall not display any favoritism or preferential treatment to family, friends of employees or inmate family members.

The VENDOR or staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.

Unless approved in writing by the Contract Manager, the VENDOR or staff shall have no outside contact (other than incidental contact) with an inmate residing at the Facility or their family or close associates, except for those activities which are approved as part of the contract and part of the employee’s job description. Any violation of this may be terms for dismissal.

The VENDOR or staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the VENDOR or the NHDOC. In providing services pursuant to this RFP, the VENDOR shall ensure that their employees avoid both misconduct and the appearance of misconduct. If an employee is arrested, the VENDOR will notify the On-Site Contract Monitor immediately. The employee will be responsible for providing the probable cause affidavit of the arrest to the On-Site Contract Monitor who will forward it to the NHDOC. The Personnel Review Committee will meet within three (3) days to determine whether employee may continue reporting for duty at the facility. Employees who are under the court’s jurisdiction may not be able to be employed in positions with inmate supervisory responsibility. The NHDOC will make the final determination of whether employee will be permitted to continue reporting to the facility in their position.

Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the NHDOC On-Site Contract Manager and the NHDOC Commissioner, including proposed corrective action to be taken by the VENDOR. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the VENDOR to appropriate action, including, but not limited to, termination of the Contract.
The VENDOR shall report any violations detailed above and any other incident requiring investigation by the VENDOR in writing to the On-Site Contract Monitor within 24 hours of the VENDOR’S knowledge of the incident.

The VENDOR shall provide their employees with a copy of these standards of employee conduct and document receipt of such notification in the employee’s personnel file.

c) Criminal History Check: In accordance with New Hampshire Statutes “Each employing agency shall designate those employee positions that, because of the special trust or responsibility or sensitive location of those positions, require that persons occupying those positions be subject to a security background check, including fingerprinting, as a condition of employment.” The operation of a correctional facility is a highly important and highly sensitive function of state government. The integrity, safety, and security of a correctional facility are dependent upon the integrity, responsibility, and reliability of its staff. Therefore, the DEPARTMENT requires all individuals seeking employment at private correctional facilities to submit fingerprints for a background investigation to be conducted to determine eligibility for employment. Fees associated with the background checks will be the VENDOR’s responsibility.

As part of the pre-employment criminal history check, the VENDOR shall subject its officers, employees or agents, and any subcontractor or subcontracted staff performing operational and/or management services at the Facility, at the VENDOR’s expense, through the NH Department of Safety, Division of State Police, Criminal Records Unit for a NH Criminal History Record Inquiry (CHRI) and a National Crime Information Center (NCIC) background check.

Random criminal history checks may be conducted at any time during the contract period. In order to carry out this criminal history check, the VENDOR shall submit to the NHDOC, prior to commencing services and upon request, the following data for any individual Vendor or subcontractor’s staff assigned to the contract: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver’s License Number and State of Issue, and fingerprint cards. The NHDOC has full discretion to require the VENDOR to disqualify, prevent, or remove any staff from any work under the Contract. The NHDOC is under no obligation to inform the VENDOR of the records check findings or the criteria for disqualification or removal.

The VENDOR shall screen all potential employees through referral, employment and background checks prior to the individual providing services, custody, control or supervision to inmates as directed by the Contract. This screening shall include but not be limited to employment history, academic/vocational achievement, references, organizational affiliations and any certifications or licensures.

The VENDOR shall require that all current and potential employees provide the details of any and all criminal background information. The employee will provide all court disposition documents to the NHDOC for employment determination. The VENDOR will not employ any person who has not been approved by the NHDOC for employment. The VENDOR shall not assign or employ personnel to provide any services pursuant to this RFP who were convicted of a felony unless approved in writing by the NHDOC.

The VENDOR shall ensure that the NHDOC is provided the information needed to conduct the CHRI/NCIC criminal history check prior to any new Vendor or subcontractor staff being hired or assigned to work under the Contract. The VENDOR shall not offer employment to any individual or assign any individual to work in accordance with the Contract, who has not had an CHRI/NCIC criminal history check conducted and employment approved by the NHDOC.

The VENDOR shall not hire any individual to provide services as described in the Contract who has been barred from any NHDOC, NHDOC or other criminal justice facility. The VENDOR shall immediately report to the NHDOC any new arrest, criminal charges or convictions of any current officer, agent or employee performing services under the Contract.

4.35 RECORDS AND DOCUMENTATION
I. Records Maintenance: The VENDOR will provide a records and reporting system both manual and computerized, for Facility operations that includes the list below and is compatible with that used by the NHDOC. Further, the VENDOR’s system will be in compliance with federal, state, and local laws governing confidentiality and will identify and limit those persons who have control or access. The system will provide for the following:

a) Provision of all reports and records necessary for monitoring of any court-ordered compliance.

b) Maintenance of an individual custody record on each inmate that includes, but is not limited to, personal data, personal inventory receipts, disciplinary action reports, incident reports, release information, reentry plan, classification and counseling records, dental, psychiatric and medical records;

c) Signed release of information forms;

d) Appropriate transfer documentation as to legal authority to accept the inmate;

e) Referrals to other agencies;

f) Confidentiality and safeguarding of case records to ensure against unauthorized and improper disclosure;

g) Maintenance of records and reports; and

h) The retention and storage of logs and records in a manner consistent with NHDOC policy and New Hampshire law.

II. Management Information System: The VENDOR shall install a fully COMPLY WITH THE REQUIREMENTS IN Attachment E, Sections 1.5 and 2.5.

4.36 DELIVERABLES

To operate a male inmate facility at minimum, medium, close and maximum custody levels, and which will include a Secure Psychiatric Unit for the care and treatment of civil commitees (male and female). All other details concerning deliverables will be discussed during negotiations.

4.37 GENERAL REPORTING REQUIREMENTS

VENDOR shall provide to the On-site Contract Monitor samples of new or revised reporting requirements it utilizes in the performance of its obligation under the Contract. Further reporting requirements will be discussed during negotiations.

4.38 ON-SITE CONTRACT MONITOR

The On-Site Contract Monitor or the NHDOC designee will be the official liaison between the NHDOC and the VENDOR. All official communications shall take place between the On-Site Contract Monitor and the VENDOR, unless the NHDOC directs otherwise. All other communication between the NHDOC’s employees and the VENDOR shall be managed according to policies adopted by both parties. The VENDOR shall make work space available at the Facility to the On-Site Contract Monitor, which must be approved by the NHDOC Commissioner. The VENDOR, consistent with Section 4.04 of this RFP, will be required monthly to reimburse the NHDOC for the salary and expenses of the On-Site Contract Monitor. The position classification will be Programs Evaluation Specialist, Labor Grade 21 with total cost not exceed $86,000.00 per year. Such salary and expenses will include coverage of employee benefits. The salary and expenses of the On-Site
Contract Monitor may be adjusted annually, subject to legislative appropriations.

**4.39 MONITORING AND EVALUATIONS**

I. Contract Monitoring/Performance Evaluation Monitoring: At its discretion, the NHDOC will monitor the VENDOR’S performance to ensure compliance in accordance with all contract provisions, DEPARTMENT’s instructions, and all applicable standards, including, but not limited to ACA, Administrative Rules, DEPARTMENT and NHDOC guidelines, specifications of the Contract, Court Orders and Decrees. NHDOC will also provide audits and reviews and will have the same access as DEPARTMENT employees.

The On-Site Contract Monitor or designated representatives or employees of the NHDOC may conduct inspections as deemed necessary. The NHDOC shall have the right, unless otherwise proscribed by law, to prompt access to examine and receive copies, if requested, of all records of the VENDOR relating to the Facility, including without limitation, all financial books and records, maintenance records, employee records, and inmate records generated by the VENDOR and its subcontractors, or independent Vendors, in connection with the performance of the Contract.

The NHDOC’s monitoring activities shall include review of subcontracts as previously described herein. The On-Site Contract Monitor shall provide the VENDOR, in writing, the results of monitoring/inspection activities conducted. If the VENDOR’s noncompliance issues are noted during a monitoring activity, each shall be specifically identified and corrective action shall be recommended with a time frame specified to achieve compliance.

The cost of the On-Site Contract Monitor will be a deduction from the monthly management payment to the VENDOR. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function. The VENDOR shall consider the cost of monitoring in their proposals.

Compensation will be adjusted monthly to reimburse the NHDOC for the salary and expenses (to include coverage of employee benefits) of the On-Site Contract Monitor. Additional deductions will be made for any ad valorem taxes or payment in lieu of such taxes that may become due on the Facility pursuant to judicial determination or legislative mandate.

II. Monitoring and Evaluation: The NHDOC’s On-Site Contract Monitor or designated NHDOC staff, will perform monitoring during the term of the Contract, but not less than once a year to ensure Contract compliance. Monitoring shall include periodic review of compliance with Contract performance, including but not limited to, review of the following:

a) Security

b) Inmate Management and Control

c) Inmate Programs and Services

d) Facility Safety and Sanitation

e) Administration

f) Food Service

g) Personnel Practices and Training
h) Inmate Health Services

i) Inmate Discipline

In addition to monitoring the performance of the VENDOR may be compared to the performance of the State in operating like facilities. The VENDOR shall supply all data related to performance of the Contract necessary to conduct such evaluations, excluding any data protected by law. In evaluating the VENDOR’S performance, the NHDOC shall consider the specific areas identified above. The information provided will be in a form and format compatible with the Private Prison Monitoring System.

III. Self-Monitoring: The VENDOR shall continually conduct self-monitoring utilizing a comprehensive self-monitoring plan providing for both Facility-level Self-Monitoring and Corporate-level Self-Monitoring. The VENDOR shall designate an employee as the staff member responsible for continuous self-monitoring of the Facility. VENDOR shall provide reports and/or documentation of all self-monitoring to the On-Site Contract Monitor.

4.40 INMATE REINTEGRATION PROGRAM

VENDOR will provide an Inmate Reintegration Program which provides for the following:

Treatment Program Counseling which will provide individual and group counseling for inmates which will comply with the ACA Standards and includes mental health care and crisis intervention services, adjunct community resource assistance as needed, specific therapy groups as determined by inmate needs and which may change over time, and a substance abuse program which is more fully described in Section 4.30.

Volunteer Programs which will include clearly specified lines of authority, responsibility and accountability for the volunteer services program; recruitment, screening and selection of volunteers; and volunteer orientation and training.

Education Programs in compliance with the Department of Education, NHDOC policy, and ACA Standards.

Inmate Work Programs in compliance with the NHDOC policy, and ACA Standards. All inmates will be required to keep their living areas clean. Work opportunities will be available in the food service, laundry, maintenance shop, warehouse, and utility squads.

4.41 SAFETY AND EMERGENCY PROCEDURES

The VENDOR will operate and maintain the Facility in compliance with applicable federal, state and local safety and fire codes and in accordance with the ACA Standards.

4.42 INCIDENT REPORTING

The VENDOR will follow the policies and procedures established by the NHDOC and the NHDOC in the reporting of incidents occurring at the Facility.

4.43 PERFORMANCE STANDARDS (MEASURES)

The NHDOC desires to contract with a Vendor who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures (outcomes and outputs). Performance Standards deemed most critical by
the Vendor to the success of the outcome and level of achievement of identified standards shall be provided in the Vendor’s response and finalized during negotiations.

4.44 RULES AND REGULATIONS

The Vendor shall agree to comply with all New Hampshire rules and court cases, all state and federal constitutional requirements, laws, Court Orders, and ACA Standards for Correctional Facilities (whether mandatory or non-mandatory), the New Hampshire Department of Corrections’ rules, policies and procedures (unless in contravention with corresponding ACA standards), and any federal, state, local law or regulation or court order applicable to the New Hampshire Department of Corrections. Vendor shall demonstrate knowledge of and compliance with all rules and regulations mentioned above, including ACA Standards for Correctional Facilities.

The proposed facility and services provided must meet all applicable local, state and federal ordinances, laws, rules and regulations governing the operation of a state correctional facility. In addition, Vendor agrees to adhere to all standards applicable to both the design and construction of the facility and the operation and management of the facility. Such adherence shall include, but not be limited to all applicable Department of Corrections’ and Department of Management Services’ Administrative Rules and, Procedures and NHDOC Technical Instructions that pertain to the care, custody and control of inmates. Vendor is responsible for being familiar with and obtaining copies of current versions of such standards, manuals, procedures, etc. and any subsequent revisions and/or addenda there to. Should local, state, federal or program requirements change during the course of the Contract, the updated regulations and requirements will take precedence. The laws, rules and regulations referenced in this solicitation are incorporated herein by reference and made a part of this solicitation and any resulting contract. Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, or Department or NHDOC policy or regulations will be made in accordance with the terms of the Contract.

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this solicitation. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under a contract resulting from this solicitation are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems is necessary to protect the best interests of the State of New Hampshire and the health, safety and welfare of the inmates and of the general public which are served by the Department, either directly or indirectly, through these services.

The specific rules, procedures and regulations identified below or elsewhere in this section are not listed to the exclusion of any other rules, procedures and regulations required throughout this solicitation. The Department will monitor the Vendor to ensure compliance with all rules, regulations and requirements contained herein.

4.45 CONTRACT COMMUNICATIONS

Contract communications will be in three forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

• Routine All normal written communications generated by either party relating to performance of the scope of services. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.

• Informal Special written communications deemed necessary based upon either contract compliance or quality of service issues. Informal contract communications must be acknowledged or responded to within fifteen (15) calendar days of receipt.
• Formal The same as informal but more limited in nature and usually reserved for significant issues such as breach of contract, failure to provide satisfactory performance, or termination. Formal communications shall also include requests for changes in the scope of service and billing adjustments. Formal contract communications must be acknowledged upon receipt and responded to within seven (7) days of receipt.

The Vendor shall respond to Informal and Formal communications by facsimile, or electronic format which shall include signature, with follow-up by hard copy mail.

The only personnel authorized to use formal contract communications are the Department Contract Manager, Contract Administrator, and the Vendor’s President (or equivalent title) or their designee. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

If there is an urgent administrative problem, the Department shall make contact with the Vendor and the Vendor shall orally respond to the Contract Manager within two (2) hours. If a non urgent administrative problem occurs, the Department shall make contact with the Vendor and the Vendor shall orally respond to the Contract Manager within forty eight (48) hours. The Vendor or designee at the facility shall respond to inquiries from the Department by providing the necessary information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) working days of receipt of the request. The On-Site Contract Monitor and the NHDOC shall be copied on all such correspondence.

If there is an urgent operative problem, the Vendor shall assess the situation and immediately notify local law enforcement, emergency management, NHDOC or On-Site Contract Monitor at the Department whichever is appropriate for the given situation. The On-Site Contract Monitor shall be notified within thirty minutes of the occurrence, if not notified immediately.

4.46 FACILITY LOCATION

The facility shall be located in a site agreed upon during negotiations. Department intends for the equitable and/or legal title to the real property of the Facility to be vested with the State of New Hampshire.

4.47 UTILITIES (Privately Operated Facilities)

The Vendor shall be responsible for the payment of all utility bills for the Facility. The Vendor shall make available for review copies of bills upon request by the On-Site Contract Monitor.

4.48 CONTRACT TERMINATION/EXPIRATION TRANSITION

If at any time the Contract is canceled, terminated, or expires, and a Contract is subsequently executed with a firm other than Vendor, Vendor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Vendor including timely exchange of records, both in written and electronic format.
List of RFP Attachments

The following documents are attached to this RFP.

A. Transmittal Letter for RFP 1356-12
B. Form P-37 Form Contract
C. Cost Breakdown
D. Formulary
E. List of Specifications and Requirements
F. COURT ORDERS, CONSENT DECREES AND OTHER RELATED LEGAL DOCUMENTS
G. Buyout Price Schedule
Attachment A

STATE OF NEW HAMPSHIRE RFP TRANSMITTAL LETTER

Date: ___________________  Company Name: _______________________________
Address: _______________________________

To:  Point of Contact: Rudolph Ogden
Telephone: 603-271-3290 ex 230
Email: Rudolph.ogden@nh.gov

RE:  RFP Name: RFP for New Prison Facility
     RFP Number: 1356-12
     RFP Opening Date and Time: January 26, 2012 1:00 pm

Dear Madam:

[Insert Name of signor ___________________________________], on behalf of [Insert name of company submitting a proposal ______________________________________] (collectively referred to as “Vendor”) hereby submits an offer as contained in the written proposal submitted herewith to the State of New Hampshire in response to RFP1356-12 for a New Prison Facility at the price(s) quoted herein in complete accordance with the RFP specifications.

[Print Signor name____________________________________] is authorized to legally obligate [Print Company Name ____________________________________________].

Vendor attests to the fact that:
1. The Vendor has reviewed and agreed to be bound by all RFP terms and conditions.
2. The Vendor has not altered any of the language or other provisions contained in the RFP document.
3. The proposal is effective for a period of 270 days from the RFP submission deadline of January 26, 2012 1:00 pm.
4. The prices Vendor has quoted in the proposal were established without collusion with other eligible vendors.
5. The Vendor has read and fully understands this RFP.
6. Vendor’s official point of contact is ______________________________________________________
   Title ________________________________ 
   Telephone ___________________________ Email _______________________________

Authorized Signor Signature Printed __________________________________________

Authorized Signor Signature __________________________________________

COUNTY:___________________________ STATE:____________________

NOTARY PUBLIC/JUSTICE OF THE PEACE
On the _____ day of _______________, 2012, there appeared before me, the State and County foresaid a person who satisfactorily identified him/herself as ______________________________________
and acknowledge that he/she executed this document indicated above.

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

_________________________________________________________
(Notary Public/Justice of the Peace)

My commission expires: _________________________________ (Date)
P-37 (1/09)

Subject: Agreement for Prison Facility Construction and Operation

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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<tbody>
<tr>
<td>1.1 State Agency Name</td>
<td>1.2 State Agency Address</td>
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<tr>
<td>1.3 Contractor Name</td>
<td>1.4 Contractor Address</td>
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<td>1.5 Contractor Phone Number</td>
<td>1.6 Account Number</td>
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<td>1.7 Completion Date</td>
<td>1.8 Price Limitation</td>
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<td>1.9 Contracting Officer for State Agency</td>
<td>1.10 State Agency Telephone Number</td>
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<tr>
<td>1.11 Contractor Signature</td>
<td>1.12 Name and Title of Contractor Signatory</td>
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<td>1.13 Acknowledgement: State of [State], County of [County] On [Date] 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.</td>
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<td>1.13.1 Signature of Notary Public or Justice of the Peace [Seal]</td>
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<td>1.13.2 Name and Title of Notary or Justice of the Peace</td>
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<td>1.14 State Agency Signature</td>
<td>1.15 Name and Title of State Agency Signatory</td>
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<td>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On:</td>
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<td>1.17 Approval by the Attorney General (Form, Substance and Execution) By: On:</td>
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<td>1.18 Approval by the Governor and Executive Council</td>
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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 Scope of Services which is incorporated herein by reference and attached as Exhibit A ("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 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.
Attachment C

See Attached
| Category                                      | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 11 | Yr 12 | Yr 13 | Yr 14 | Yr 15 | Yr 16 | Yr 17 | Yr 18 | Yr 19 | Yr 20 | Total Cost |
|----------------------------------------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|----------|
| Construction/Renovation/Addition             |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| **Design Build Facility Costs***             |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| Operational/Management Costs                 |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| Wages, Salaries and Benefits**               |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| Medical                                      |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| Food/Food Services                           |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| Utilities                                    |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| Clothing and Shoes                           |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| Category                  | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 11 | Yr 12 | Yr 13 | Yr 14 | Yr 15 | Yr 16 | Yr 17 | Yr 18 | Yr 19 | Yr 20 | Total Cost |
|---------------------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----------|
| Fire Insurance            |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Mail and Postage         |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Supplies                  |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Training & Tuition       |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Corporate Overhead & Profit |    |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Indirect Costs           |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Major Maintenance Fund   |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Performance Bond         |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Monitor/DEPARTMENT       |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| State Project Manager    |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Category                               | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 11 | Yr 12 | Yr 13 | Yr 14 | Yr 15 | Yr 16 | Yr 17 | Yr 18 | Yr 19 | Yr 20 | Total Cost |
|----------------------------------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|----------|
| Operational/Management SubTotal        |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| Programs                               |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| Programs                               |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| Yearly Total for Design/Build and     |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |
| Operations/Management and Programs     |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |          |

*The Vendor shall be responsible for the provision of all equipment, fixtures and furnishings (“FF & E”). For purposes of this proposal, the FF & E allowance is 6% of the Total Design/Build Cost.

*The Vendor shall be responsible for the maintenance of the Facility infrastructure, major equipment, fixtures and systems.

*The Vendor shall be responsible for all applicable local, municipal, state and federal taxes.

*The Vendor shall be responsible for the maintenance and upkeep of the grounds, facilities and furnishings.

*The Vendor shall be responsible for all utility expenses.

*This Cost shall be inclusive of all costs incurred to deliver the facility for occupancy, including but not limited to site work, materials, supplies, labor, fixtures, furnishing and equipment and the State Project Manager Fee described below in Section 3.4 of this RFP and the Monitor Fee.

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Assumptions:
1. Due to policy initiatives over the last year NHDOC population has been falling. We expect this drop to slow due to recent legislative changes and an anticipated point where drops will stop.
2. SPU/RTU population is expected to rise by 20 in next year or so plus bed pressure from NHH is increasing. Therefore this number should remain constant.
3. C5/Maximum Security numbers represent a small portion of the population drop and this will likely continue. Projected C5 numbers remain relatively constant.
4. C4/Close Custody numbers represent a small portion of the population drop and this will likely continue. Projected C4 numbers remain relatively constant.

**Per Diem Rates By Custody Level (Fully Loaded)**

For further clarification related to the Custody Levels below, refer to Section 4.01 of the RFP and Attachment E.
Note: The Per Diem rates need to foot to the totals provided for in the Total Cost table above.

**Incremental Per Diem Rates (Fully Loaded) By Custody Level**

For further clarification related to the Custody Levels below, refer to Section 4.01 of the RFP and Attachment E.

These rates are to reflect the Per Diem rate for inmates above those population figures set forth in Table 2, by custody level.

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</table>
### Attachment C - Total Costs (per year)

#### Option #2 from Table 1 of RFP – Vendor Constructs then State will Operate and Manage New Facility

| Category                        | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 11 | Yr 12 | Yr 13 | Yr 14 | Yr 15 | Yr 16 | Yr 17 | Yr 18 | Yr 19 | Yr 20 | Total Cost |
|---------------------------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----------|
| Construction/Renovation/Addition|      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Design Build Facility Costs*    |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |

*The Vendor shall be responsible for the provision of all equipment, fixtures and furnishings (“FF & E”). For purposes of this proposal, the FF & E allowance is %6 of the Total Design/Build Cost.

*The Vendor shall be responsible for the maintenance of the Facility infrastructure, major equipment, fixtures and systems.

*The Vendor shall be responsible for all applicable local, municipal, state and federal taxes.

*This Cost should be inclusive of all costs incurred to deliver the facility for occupancy, including but not limited to site work, materials, supplies, labor, fixtures, furnishing and equipment and the State Project Manager Fee described below in Section 3.4 of this RFP and the Monitor Fee.
Attachment C - Total Costs (per year)

Option #3 from Table 1 of RFP – Vendor Renovates or adds onto Existing Facility and Operates/Manages said Facility

| Category                        | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 11 | Yr 12 | Yr 13 | Yr 14 | Yr 15 | Yr 16 | Yr 17 | Yr 18 | Yr 19 | Yr 20 | Total Cost |
|--------------------------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----------|
| Construction/Renovation/Addition |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Design Build Facility Costs*    |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Operational/Management Costs    |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Wages, Salaries and Benefits**  |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Medical                         |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Food/Food Services              |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Utilities                       |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Clothing and Shoes              |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Category                        | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 11 | Yr 12 | Yr 13 | Yr 14 | Yr 15 | Yr 16 | Yr 17 | Yr 18 | Yr 19 | Yr 20 | Total Cost |
|--------------------------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----------|
| Fire Insurance                 |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Mail and Postage               |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Supplies                       |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Training & Tuition             |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Corporate Overhead & Profit    |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Indirect Costs                 |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Major Maintenance Fund         |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Performance Bond               |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Monitor/DEPARTMENT             |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| State Project Manager          |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Category                      | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 11 | Yr 12 | Yr 13 | Yr 14 | Yr 15 | Yr 16 | Yr 17 | Yr 18 | Yr 19 | Yr 20 | Total Cost |
|-------------------------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----------|
| Operational/Management SubTotal |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Programs                      |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Yearly Total for Design/Build and Operations/Management and Programs |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |

*The Vendor shall be responsible for the provision of all equipment, fixtures and furnishings (“FF & E”). For purposes of this proposal, the FF & E allowance is \%6 of the Total Design/Build Cost.

*The Vendor shall be responsible for the maintenance of the Facility infrastructure, major equipment, fixtures and systems.

*The Vendor shall be responsible for all applicable local, municipal, state and federal taxes.

*The Vendor shall be responsible for the maintenance and upkeep of the grounds, facilities and furnishings.

*The Vendor shall be responsible for all utility expenses.

*This Cost shall be inclusive of all costs incurred to deliver the facility for occupancy, including but not limited to site work, materials, supplies, labor, fixtures, furnishing and equipment and the State Project Manager Fee described below in Section 3.4 of this RFP and the Monitor Fee.

**Provide the data requested in the table below:
| Wages and Benefits | Number of FTEs | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 11 | Yr 12 | Yr 13 | Yr 14 | Yr 15 | Yr 16 | Yr 17 | Yr 18 | Yr 19 | Yr 20 | Total |
|-------------------|----------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Executive Office  |                |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |       |       |
| Business Support  |                |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |       |       |
| Maintenance       |                |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |       |       |
| Health Care       |                |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |       |       |
| Programs          |                |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |       |       |
| Guards            |                |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |       |       |
| Other             |                |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |       |       |
| Total             |                |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |       |       |


## Custody Level and Projected Number of NH Inmates Over Contract Years

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### Assumptions:

1. Due to policy initiatives over the last year NHDOC population has been falling. We expect this drop to slow due to recent legislative changes and an anticipated point where drops will stop.

2. SPU/RTU population is expected to rise by 20 in next year or so plus bed pressure from NHH is increasing. Therefore this number should remain constant.

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4. C4/Close Custody numbers represent a small portion of the population drop and this will likely continue. Projected C4 numbers remain relatively constant.

### Per Diem Rates By Custody Level (Fully Loaded)

For further clarification related to the Custody Levels below, refer to Section 4.01 of the RFP and Attachment E.

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Note: The Per Diem rates need to foot to the totals provided for in the Total Cost table above.

**Incremental Per Diem Rates (Fully Loaded) By Custody Level**

For further clarification related to the Custody Levels below, refer to Section 4.01 of the RFP and Attachment E.

These rates are to reflect the Per Diem rate for inmates above those population figures set forth in Table 2, by custody level.

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<th>101-125 additional</th>
<th>126-150 additional</th>
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Option #4 from Table 1 of RFP – Vendor Renovates or adds onto Existing Facility then State will Operate and Manage said Facility

| Category                      | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 11 | Yr 12 | Yr 13 | Yr 14 | Yr 15 | Yr 16 | Yr 17 | Yr 18 | Yr 19 | Yr 20 | Total Cost |
|-------------------------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----------|
| Construction/Renovation/Addition |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |
| Design Build Facility Costs*   |      |      |      |      |      |      |      |      |      |       |       |       |       |       |       |       |       |       |       |           |

*The Vendor shall be responsible for the provision of all equipment, fixtures and furnishings (“FF & E”). For purposes of this proposal, the FF & E allowance is 6% of the Total Design/Build Cost.

*The Vendor shall be responsible for the maintenance of the Facility infrastructure, major equipment, fixtures and systems.

*The Vendor shall be responsible for all applicable local, municipal, state and federal taxes.

*This Cost should be inclusive of all costs incurred to deliver the facility for occupancy, including but not limited to site work, materials, supplies, labor, fixtures, furnishing and equipment and the State Project Manager Fee described below in Section 3.4 of this RFP and the Monitor Fee.
<table>
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<tr>
<th>BRAND</th>
<th>GENERIC DESCRIPTION</th>
<th>COLOR</th>
<th>ITEM #</th>
<th>AHFS #</th>
<th>NOTES / TX</th>
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<td>NITRO-DUR 0.4mg/HR</td>
<td>NITROGLYCERIN PATCH 0.4mg/HR</td>
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Thursday, October 06, 2011
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<td>CLOBETASOL PROPIONATE CREAM 0.05%</td>
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<td>TERCONAZOLE VAGINAL CREAM 0.8%</td>
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1. Facility Design/Construction Requirements

1.1. Facility Description

1.1.1. The Facility is to consist of a Maximum Security prison to accommodate a minimum of 1550 NHDOC male inmates and additional beds as determined by the Vendor to be available to other jurisdictions to address regional correctional needs and reduce costs to the State of New Hampshire. The facility shall conform to the mandatory ACA standards, and be built in conformity with International Building Codes and State Energy Codes, and shall include all support facilities required for day to day operations such as food service, medical services, behavioral health, programs, administration, warehousing, etc.

1.1.2. The vendor will provide inmate housing for the 1550 NHDOC inmates in dormitory, multi bed or double bed and single bed configurations for the following inmate classifications and in the quantities listed:

1.1.2.A. 90 maximum security beds consisting of 72 single bed cells, 15 punitive segregation cells (single cells) and 3 death row cells (single cells).

1.1.2.B. 120 close custody beds consisting of 60 double bed cells.

1.1.2.C. 1076 medium security beds consisting of a mix of two to eight bed cells.

1.1.2.D. 154 minimum security beds consisting of four, six and eight bed cells.

1.1.2.E. 40 residential treatment unit beds consisting of single and double beds cells.

1.1.2.F. 70 secure psychiatric unit beds (60 male and 10 female) consisting of single bed cells.

1.1.3. In addition to the required 1550 beds, following requirements must be met:

1.1.3.A. Housing space shall provide for access and amenities consistent with the requirements of the Americans With Disabilities Act.

1.1.3.B. All inmate housing shall incorporate design elements to assure suicide resistance.

1.1.3.C. Twenty (20) medical infirmary beds separate from housing and adjacent to the medical unit; and

1.1.3.D. Eight (8) isolation rooms used primarily for suicide precautionary watch and adjacent to the medical unit; and

1.1.3.E. Four-point restraint rooms and 5 isolation rooms specifically included within the Secure Psychiatric unit. Civil committees cannot be housed with prison inmates unless they are transferred into the unit per NH RSA 623:1.

1.1.3.F. Medium security housing units shall account for appropriate space for:
1.1.3.F.1. Geriatric or chronically ill inmates not requiring infirmary level beds;

1.1.3.F.2. Therapeutic Community space for Sex Offender Treatment, Substance Abuse and Addiction Treatment and Behavioral Health Treatment not requiring RTU or SPU referral or commitment.

1.1.4. Certain facilities are required inside the secure perimeter and others outside per the following breakdown:

1.1.4.A. Inside - Housing, food services, program facilities, medical facilities (inclusive of pharmaceutical storage), behavioral health treatment, intake processing, commissary, visitation, laundry, recreational facilities, correctional industries, secure entry point, inmate outside-detail shakedown building.

1.1.4.B. Outside - Facility maintenance, warehousing space and central power plant (if applicable). Administrative facilities for offices, records storage and other support functions. An armory will be provided outside and adjacent to the main entrance. The armory may be part of an administrative building as long as it is outside of the secure perimeter and can be accessed by command staff 24-hours a day and monitored by security staff 24-hours a day.

1.1.4.B.1. At the vendor’s discretion minimum security housing may be placed outside the secure perimeter. In such case, if support facilities such as kitchen/dining facilities are to be shared with the secure facility, design shall prevent minimum security inmates from mixing with higher classified inmates.

1.1.5. The vendor will provide for a Residential Treatment Unit (RTU) for male inmates with serious mental illnesses including personality disorders associated with affective instability, impulse control problems, and borderline features, who currently do not require psychiatric hospitalization, but have substantial difficulty functioning adequately within the general prison population due to significant functional impairments. The RTU shall consist of 40 bed (20 double bed cells) and appropriate treatment, programming and recreational space and administrative space.

1.1.6. The vendor will provide for a 70 Single Room Occupancy Secure Psychiatric Unit with 10 beds dedicated for females which includes its own medical area and restraint and seclusion rooms as described in item 1.1.2.F above. This unit shall be designed to provide appropriate treatment, programming and recreational space and administrative space.

1.1.6.A. SPU inmates and patients shall be those who are committed pursuant to RSA 622:40-48, RSA 171B:2, RSA 135:17-a, I & II, RSA 135C:34, RSA 651:8-b, RSA 651:9a, RSA 651:11a, RSA 623:1, or RSA 135-E:4 & RSA 135-E:11 and are transferred to an environment which provides for the safety and security of the public, the staff, and those committed. See Cor 304 STANDARDS FOR TREATMENT AT THE SECURE PSYCHIATRIC UNIT for details regarding the elements of requirement for the Secure Psychiatric Unit as well as RSA 651 and RSA 135:17-a.

1.1.6.B. The current SPU facility operates separate and distinct from the NHSP-Men under the direction of the Division of Medical & Forensic Services with its own correctional force specially trained to manage psychiatric patients. The SPU has a separate secure entrance to recognize the county/court transports and ensure the non-integration of civil committees into the prison environment.

1.1.6.C. Locking/unlocking of inmate/civil committees cell/room doors is to be controlled from a secure
1.1.7. Each occupied building and living unit must be heated (not below 68 degrees), and well ventilated to maintain a habitable environment (not to exceed 77 degrees).

1.1.8. The Facility must comply with applicable State regulations regarding fire suppression in prison facilities. Sprinkler system is to be "wet type" except in those areas where prohibited or not practical, such as weather-exposed areas where a "wet" system might freeze.

1.1.9. At a minimum, the following areas must be air conditioned: administrative areas, infirmary and medical area, program offices, classrooms, group rooms and central dining areas. Inmate living areas will be equipped with air handling and exchange systems to meet State building codes for air quality.

1.1.10. Hot water shall be temperature controlled for the safety of inmates, civil committees, staff and visitors.

1.1.11. The vendor is responsible for providing utilities and coordinating with local utility providers for connection and service. An elevated water tower may be required for reliable water pressure and/or the fire protection system.

1.1.12. Design and construction shall be in accordance with minimum mandatory ACA Standards, Joint Commission standards for the SPU, professional practices, standards and industry codes; and in compliance with all applicable Federal, State, and local laws, permits, approvals, ordinances, regulations and building codes. The Facility must be maintained in accordance with generally accepted engineering practices and manufacturers' recommendations. The Vendor will be responsible for all maintenance and repairs to the Facility.

1.2. Site Information/Requirements

1.2.1. The vendor may propose a site of its own choosing or a site identified by the State. If the State identifies a site, the Department of Administrative Services will arrange for the State to enter a long term ground lease for the property at a nominal annual fee. Term duration of the lease is negotiable.

1.2.2. The vendor will be responsible for securing all permits and approvals associated with the planning, zoning, development, land use, environmental considerations, construction and site selection of a prison within the State of NH and the applicable local community.

1.2.3. Site design shall provide a minimum of 200 feet separation between the secure perimeter (outer fence line) and any property line.

1.2.4. Improvements to the property outside of the secure perimeter must be set back a minimum of 50 feet from any property line and 50 feet from the perimeter fence. The perimeter road for security patrols is excluded from this requirement.

1.2.5. The vendor is responsible for all site conditions.

1.2.6. The vendor is responsible for obtaining, maintaining and bringing to the site all utilities.

1.3. Design Submittal
1.3.1. The vendor must submit in its Proposal a design of the Facility. This design must include, but not be limited to the following:

1.3.1.A. Site plans (Scale: Minimum 1"=40 feet) showing; 1) the location of buildings, roads, fences, parking lots, walkways, and other major site improvements to be provided; 2) requirements as described in Sections 1.2.3 and 1.2.4.

1.3.1.A.1. If a suitable site has not been identified at time of submittal the vendor may present a reasonable conceptual representation of the site plan. The Department will have final approval of amended plans once a suitable site has been selected and acquired in accordance with the Contract.

1.3.1.B. Floor plans of each building, showing:

1.3.1.B.1. Layout of all walls, doors, windows and other major features (Scale: 1/8" = 1 Foot);

1.3.1.B.2. Name and numbering scheme for all rooms, corridors and other operational spaces;

1.3.1.B.3. Total gross square footage of entire facility;

1.3.1.B.4. Entry into the secure perimeter by means of a secure entry point for staff and visitors, a secure entry point for inmates, and a secure entry point for emergency vehicles, equipment and supplies, or a combination thereof;

1.3.1.B.5. Security doors and control panels;

1.3.1.B.6. Closed circuit TV cameras and monitors.

1.3.1.C. A perimeter security plan. Perimeter security must consist of staffed towers/bunkers or an Electronic Perimeter Detection System, or both.

1.3.1.C.1. If proposing staffed towers/bunkers in lieu of electronic perimeter detection:

1.3.1.C.1.a. Provide a minimum 1"=50' scale site plan locating towers or bunkers.

1.3.1.C.1.b. Provide schematic design drawings of the towers/bunkers.

1.3.1.C.1.c. Provide a list of all posts associated with perimeter operations. Include at least one dedicated perimeter response vehicle.

1.3.1.C.1.d. Provide recommended Policy and Procedure Directives (PPDs) or Post Orders for all posts identified as associated with perimeter operations.

1.3.1.C.2. If proposing electronic perimeter detection in lieu of staffed towers/bunkers system must be a "linear" or "volumetric" sensor (excluding ported coaxial systems and Video Motion Detection). For the detection systems provide:
1.3.1.C.2.a. Catalog cut sheets of all proposed system components

1.3.1.C.2.b. Installation manual for the detection system

1.3.1.C.2.c. Sample of the detection system sensor (can be provided after proposal submission)

1.3.1.C.2.d. Certification from the detection system manufacturer that the system will perform the following standards concurrently:

   1.3.1.C.2.d.i. 97% Probability of Detection
   1.3.1.C.2.d.ii. False Alarm Rate not to exceed 2 false alarms per zone per week
   1.3.1.C.2.d.iii. Minimum equipment Mean Time Between Failure of 20,000 hours
   1.3.1.C.2.d.iv. Minimum 1"=50' scale site plan locating all system components.

1.3.1.C.3. System must include a low light CCTV assessment system and digital recording system. For the CCTV assessment system, provide:

   1.3.1.C.3.a. Catalog cut sheets of all proposed system components
   1.3.1.C.3.b. Certification from the Vendor that the CCTV assessment system will be designed to automatically "call up" cameras associated with a zone in alarm
   1.3.1.C.3.c. On the detection system site plan, locate all CCTV assessment system components.

1.3.1.C.4. System must include provision for a 24-hour dedicated Perimeter Patrol Vehicle and operator. For the perimeter patrol function, provide Vendor’s certification that the following will be provided:

   1.3.1.C.4.a. Radio Link Annunciator map in the patrol vehicle must annunciate system alarms in real time.
   1.3.1.C.4.b. Maximum 45-second response time from any point on the perimeter to its opposite and most remote alarm zone.

1.3.1.C.5. List all posts associated with the Electronic Perimeter Detection System.

1.3.1.C.6. Provide recommended PPD’s or Post Orders for all posts identified as associated with the Electronic Perimeter Detection System. Post Orders/PPD’s must include at a minimum:

   1.3.1.C.6.a. Daily fence/line/sensor operational inspection by perimeter staff
   1.3.1.C.6.b. Monthly inspection and testing of the detection system by technically trained maintenance staff.
   1.3.1.C.6.c. Each post’s unique duties in association with the detection system and how those duties are coordinated with other perimeter and facility staff in the event of alarm.
1.3.1.C.7. Provide a one-page simple narrative which describes how the system and all its related components (including staff response) will function in the following events:

1.3.1.C.7.a. Alarm
1.3.1.C.7.b. Tamper
1.3.1.C.7.c. Communication Failure (if applicable).

1.3.2. Perimeter fencing. Regardless of the chosen perimeter security methodology, the perimeter fencing must comply with the following requirements. For the perimeter fencing, provide:

1.3.2.A. Vendor’s certification that the following fencing design requirements will be strictly adhered to:

1.3.2.A.1. Minimum double parallel 12’ x 9-gauge security fences around the entire perimeter, 20’ apart from each other
1.3.2.A.2. Outermost fence shall have minimum 7 rolls of 30” razor tape coils
1.3.2.A.3. Inner fence shall have a "quieted" 5-strand barb wire topper with 50’ breakaway arms facing toward the secure side of the facility. Both fences will have a below-the-fabric 6” x 24” concrete grade beam
1.3.2.A.4. Fence perimeter shall fully encompass all structures within the security compound with a distance to any structure of at least 50’. No structure shall be allowed to become part of the perimeter.

1.3.2.B. On the site plans required above, show the location of the perimeter fencing and entry points. Note: should the information on the site plan conflict with certifications given as required above, the certifications shall prevail.

1.3.2.C. A construction schedule showing the Facility to be completely ready to receive the first consignment of inmates no later than 24 months after contract approval by Governor and Executive Council. The entire facility, including all housing units, is to be complete at this time. The schedule must be defined in project calendar days starting at Governor and Executive Council approval of the contract and continuing through and including Service Commencement Date.

1.3.2.D. Vendor hereby acknowledges that the actual construction of the facility must conform to the information provided in the proposal. The vendor further acknowledges that it must obtain approval from the department prior to any material changes to that information presented in its proposal.

1.4. Documents to be provided by the vendor to the department prior to service commencement date:

1.4.1. A complete set of corrected record drawings conforming to the project as finally constructed on erasable Mylar transparencies suitable for reproduction and record drawings. In addition the vendor shall provide these drawings on AutoCAD (latest version).
1.4.2. A complete set of construction specifications updated to incorporate all changes made during construction.

1.4.3. A complete set of approved shop and erection drawings for the following:

1.4.3.A. All control rooms, control points and inmate housing units and applicable equipment

1.4.3.B. Food storage and Kitchen Facilities and Equipment

1.4.3.C. Laundry Facilities and Equipment

1.4.3.D. Medical, Behavioral Health and Dental Facilities and Equipment

1.4.3.D.1. Medical

1.4.3.D.1.a. Inpatient and Outpatient Facilities, Equipment and Standard Medical Apparatus such as oxygen delivery systems, infirmary beds, etc. (including bed capacity outlined in sections 1.1.2.E & F, 1.1.3, 1.1.5 and 1.1.6.)

1.4.3.D.1.a.i. Treatment, Examination, Observation (Negative Pressure) Rooms

1.4.3.D.1.a.ii. X-ray suites and equipment (medical and dental)

1.4.3.D.1.a.iii. Administrative facilities (offices, record management and supplies (wet and dry utilities for nursing))

1.4.3.D.2. Pharmacy

1.4.3.D.2.a. Medication storage and dispensing facilities and equipment

1.4.3.D.2.b. Pharmacy administrative support facilities and equipment

1.4.3.D.3. Dental


1.4.3.D.3.b. Dental suites with a minimum of 4 dental chairs and equipment inclusive of the necessary devices to operate the hand tools

1.4.3.D.3.c. Dental Infection control equipment, sterilization tools, denture lab and Facilities

1.4.3.D.3.d. Administrative facilities (offices, record management, and supplies)

1.4.3.D.4. Behavioral Health

1.4.3.D.4.a. Secure Psychiatric Unit

1.4.3.D.4.a.i. Isolation and Secure Restraint Rooms as previously described
1.4.3.D.4.a.ii. Rooms as previously described for civil committees

1.4.3.D.4.a.iii. Practitioner and Nursing Treatment rooms, infirmary rooms, office space, medication storage and records management facilities

1.4.3.D.4.a.iv. Security supplies storage, office space, locker rooms, and tactical equipment secure facilities

1.4.3.D.4.a.v. Security central control and visiting room control facilities

1.4.3.D.4.a.vi. Psychiatric and clinician treatment space for individual and group modalities

1.4.3.D.4.a.vii. Professional visiting space for attorneys and other outside specialist, consultants and social service personnel

1.4.3.D.4.a.viii. Non-contact visiting rooms and contact visiting room

1.4.3.D.4.a.ix. Classroom facilities

1.4.3.D.4.a.x. Secure Recreation Yards and correctional grade recreation furniture

1.4.3.D.4.a.xi. Non-contact therapy booths

1.4.3.D.4.a.xii. Resident supply storage e.g. laundry and property

1.4.3.D.4.a.xiii. Administrative office facilities and storage

1.4.3.D.4.a.xiv. Cafeteria access separate from the prison population or within the unit

1.4.3.D.4.b. Residential Treatment Unit

1.4.3.D.4.b.i. Cells as previously describe for the inmates

1.4.3.D.4.b.ii. Practitioner and Nursing Treatment rooms, infirmary rooms, office space, medication storage and records management facilities

1.4.3.D.4.b.iii. Security supplies storage, office space, locker rooms, and tactical equipment secure facilities

1.4.3.D.4.b.iv. Security central control and visiting room control facilities

1.4.3.D.4.b.v. Psychiatric and clinician treatment space for individual and group modalities

1.4.3.D.4.b.vi. Professional visiting space for attorneys and other outside specialist, consultants and social service personnel

1.4.3.D.4.b.vii. Non-contact visiting rooms and contact visiting room
1.4.3.D.4.b.viii. Classroom facilities
1.4.3.D.4.b.ix. Secure Recreation Yards and correctional grade recreation furniture
1.4.3.D.4.b.x. Non-contact therapy booths
1.4.3.D.4.b.xi. Supply storage e.g. laundry and property facilities

1.4.3.D.4.c. Outpatient Behavioral Health Facilities

1.4.3.D.4.c.i. Group Treatment Rooms with equipment to run DVDs and visual aids
1.4.3.D.4.c.ii. Psychiatric and clinician offices for provision of individual treatment and regular job duties
1.4.3.D.4.c.iii. Storage space for supplies
1.4.3.D.4.c.iv. Administrative offices (scheduling, fax, printing, copying, mail and other duties to facilitate operations within outpatient based services)
1.4.3.D.4.c.v. Therapeutic Community (TC) cell block/facilities for the provision of sexual offender treatment
1.4.3.D.4.c.vi. Group rooms adjacent to the TC to facilitate sexual offender treatment, substance abuse and mental health groups

1.4.3.E. Maintenance Facilities and Equipment (Inside and/or outside secure perimeter)

1.4.3.F. Program Facilities and Equipment

1.4.3.F.1. Academic Education administrative and classroom facilities
1.4.3.F.2. Career & Technical Education administrative, classroom and laboratory facilities
1.4.3.F.3. Correctional Industries Facilities
1.4.3.F.3.a. Administrative & Sales Facilities
1.4.3.F.3.b. Warehouse Facilities
1.4.3.F.3.c. Specific Production Shops & Equipment
1.4.3.F.4. Chapel facilities
1.4.3.F.5. Group and individual counseling facilities
1.4.3.F.6. Legal and recreational library facilities for all classification levels
1.4.3.F.7.  Indoor and outdoor recreational facilities and equipment

1.4.3.G.  Electrical/Electronic Security Systems

1.4.3.H.  Mechanical systems

1.4.3.I.  Emergency power equipment

1.4.3.J.  Body Alarm System capable of locating an individual to within 50 feet once engage.

1.4.3.K.  Telephone/Radio System

1.4.3.K.1.  Provide the following systems at all appropriate locations within the facility to assure consistent communication with all NHDOC public and private sites:

1.4.3.K.1.a.  Telephone

1.4.3.K.1.b.  Facsimile Machine

1.4.3.K.1.c.  Electronic Mail

1.4.3.K.1.d.  Radio Paging Service

1.4.3.K.1.e.  Land mobile Communication services, which interface with existing NHDOC systems.

1.4.3.K.2.  Central control shall have the ability to control telephones when required.

1.4.3.K.3.  Vendor must ensure that all outside detail officers have a means to maintain verbal communication with the facility at all times while outside the facility.

1.4.3.K.4.  Vendor must have the capability to maintain communications with the NHDOC Communication Center at all time.

1.4.3.L.  IT server rooms, network hardware and network cable runs (see section 1.5 for detailed requirements).

1.5. INFORMATION TECHNOLOGY REQUIREMENTS

1.5.1.  Wide Area Network (WAN) Connectivity:

1.5.1.A.  WAN Circuit: Vendor will be required to provide a WAN circuit, firewall, and necessary networking equipment (i.e. routers, switches, etc.) able to connect the LAN at the site to the NHDOC data center (server room). The NHDOC and Department of Information Technology (DoIT) will specify the type of WAN circuit and will manage the firewall. If a WAN circuit directly connects the site there must be no other WAN connectivity from the site to any other site. If a Privately operated facility, the Vendor carries the incurring expenses for the Wan Circuit.
1.5.2. Hardware and Operating Systems Hardware

1.5.2.A. Privately Operated Proposals: Vendor is required to provide hardware that matches the standard technology hardware and infrastructure of the DoIT as necessary to meet the requirements of the business applications utilized by the vendor and applications shared by both the vendor and NHDOC. The NHDOC currently uses file / print servers and personal computers based on industry standard architecture to accomplish local area networking and micro computing. Changes to the standard hardware infrastructure of the NHDOC may occur at any time. Vendor is required to update its hardware infrastructure to maintain continuity of communication, connectivity and interoperability of shared resources with the infrastructure of the NHDOC. Vendor will be given a minimum of ninety (90) days advance notice of such changes. The vendor is required to provide all support and maintenance for all hardware located within the facility. The current hardware requirements are outlined in Hardware requirements located at located at http://www.nh.gov/doit/intranet/toolbox/procurement/standardproducts.phpsection.

1.5.2.B. State Operated Proposals: Vendor is required to provide hardware that matches the standard technology hardware and infrastructure of the DoIT as necessary to meet the requirements of the business applications utilized by the NHDOC. The NHDOC currently uses file / print servers and personal computers based on industry standard architecture to accomplish local area networking and micro computing. Upon commencement of Lease to Purchase Agreement all changes to the standard hardware infrastructure will be the responsibility of the NHDOC. The current hardware requirements are outlined in Hardware requirements located at located at http://www.nh.gov/doit/intranet/toolbox/procurement/standardproducts.phpsection.

1.5.3. Operating Systems / Network Operating Systems / Browsers (Privately Operated Proposals)

1.5.3.A. For the purpose of verified compatibility with software applications developed by the NHDOC, vendor is required to use the operating systems, network operating systems, office suite, and browsers that match the standard technology software infrastructure of the NH Department of Information Technology and that used by NHDOC. The current operating systems, network operating systems, browser requirements and hardware requirements can be found at: http://www.nh.gov/doit/intranet/toolbox/procurement/standardproducts.php

1.5.3.B. As the Department makes changes to, updates and/or patches to its network operating system, desktop operating system, browser, or office suite standards, the vendor will be notified and will be required to install matching or compatible updates and/or patches within forty-five (45) days of said notice.

1.5.4. Software Applications (Privately Operated Proposals)

1.5.4.A. Correctional Offender Record Information System

1.5.4.A.1. The NHDOC operates a web-based Correctional Offender Record Information System (CORIS) which maintains operational and historical data on all offenders under the supervision of the NHDOC. The NHDOC may provide the use of this software, and the NHDOC may provide initial training to operate the system. Initial training upon award of the Contract will be offered in a group setting at a location to be determined by the NHDOC. Subsequent training will be the responsibility of vendor. The vendor must utilize all functionality within the CORIS system that is
utilized by the NHDOC. All systems and equipment must meet Criminal Justice Information System (CJIS) requirements.

1.5.4.B. Other NHDOC Software

1.5.4.B.1. The vendor shall be required to utilize operational software applications consistent with that used by NHDOC for purposes including, but not limited to, inmate tracking, case management, behavioral monitoring, behavioral health management, progress reporting, program participation, and re-entry planning.

1.5.4.B.2. The NHDOC may provide the use of any operational software applications in use by the NHDOC and the initial training to operate those applications. Initial training upon award of the Contract will be offered in a group setting at a location to be determined by the NHDOC. Subsequent training will be the responsibility of vendor.

1.5.4.B.3. The vendor may provide appropriate alternative operational software that meets or exceeds the current functionality provided by NHDOC software, with approval of the NHDOC, but must be able to transfer the existing electronic data into the new proposed system. Should the vendor opt to provide alternative software, vendor agrees to provide software to the NHDOC at the vendor’s expense.

1.5.4.B.4. The vendor can utilize software applications for independent functions such as, but not limited to, corporate financial management, human resources, time and attendance, payroll, purchasing, inventory and warehouse functions.

1.5.5. NHDOC Access (Privately Operated Proposals)

1.5.5.A. NHDOC will have access to all data entered into any departmental database or approved alternative to conduct continuous case management, perform Quality Improvement reviews, outcome-based research and utilization studies for performance monitoring.

1.5.6. Web Based Electronic Mail (Privately Operated Proposals)

1.5.6.A. Vendor may be required to utilize the NHDOC’s e-mail system via an onsite MS exchange server to be provided by the vendor

1.5.7. NHDOC Intranet (Privately Operated Proposals)

1.5.7.A. The NHDOC utilizes a web-based intranet for data collection and reporting. Vendor may be required to access various components of the NHDOC’s intranet as required to meet operational requirements. Those components include but are not limited to information exchange and reporting requirements. The NHDOC may provide the use of the software, and the initial training to operate those parts applicable to vendor. Initial training upon award of the Contract will be offered in a group setting at a location to be determined by the NHDOC. Subsequent training will be the responsibility of vendor. Vendor must comply with departmental policy and procedure regarding the use of the NHDOC’s intranet.

1.5.8. Video Conferencing (Privately Operated and State Operated Proposals)
1.5.8.A. The vendor will provide video conference capabilities in support of court hearings, parole board hearings, tele-medicine, etc.

1.5.9. (Privately Operated and State Operated Proposals) Vendor shall provide clear and comprehensive instructions with appropriate graphics for maintaining and operating the buildings and their systems.

2. FACILITY OPERATIONS [Privately Operated Facilities]

2.1. ACA Compliance:

2.1.1. Vendor must operate the facility in compliance with American Correctional Association (ACA) Operating Procedures.

2.1.2. Vendor must achieve and maintain ACA accreditation for this facility within three years of contract approval.

2.1.3. Vendor will provide institutional PPDs for NHDOC's review, 90 days prior to receiving inmates, in the following areas:

- 2.1.3.A. Records Management
- 2.1.3.B. Public Information
- 2.1.3.C. Internal Investigations
- 2.1.3.D. Right to know
- 2.1.3.E. Facility Administration
- 2.1.3.F. Institutional Operations
- 2.1.3.G. Offender Administration
- 2.1.3.H. Communication Center
- 2.1.3.I. Information Technology
- 2.1.3.J. Employee Training
- 2.1.3.K. Inmate Programs
- 2.1.3.L. Mental Health
- 2.1.3.M. Health Services including Dental and Pharmaceuticals
2.1.3.N. Inmate Grievance Procedure

2.1.3.O. Emergency Plan

2.1.3.P. Food Service

2.1.3.Q. Key Control

2.1.3.R. Fire Safety

2.1.3.S. Use of force

2.1.3.T. Tool control

2.1.3.U. Safety sanitation

2.2. STAFFING REQUIREMENTS

2.2.1. The vendor must meet all State and Federal licensure requirements for facility staff as applicable.

2.2.2. Security Staffing:

2.2.2.A. The facility will be staffed at a level commensurate with its security level(s) and capacity. No applicant for employment at the facility who has been convicted by any state or by the federal government of any crime, the punishment for which could have been imprisonment in a federal or state prison or institution or who has been convicted of sufficient misdemeanors to establish a pattern of disregard for the law shall be eligible for employment in a position that is designated as a Corrections Officer. Former inmates, parolees, or probationers being considered for employment must first be individually approved by the Commissioner of the Department of Corrections.

2.2.2.B. Existing NHDOC staff shall be given right of first opportunity for employment consideration by the Vendor when there exist corresponding or other positions in the approved staffing pattern and when the existing NHDOC staff meet the qualifications of the positions proposed. First opportunity to be considered for such positions shall be provided to NHDOC staff for a minimum period of three years from the effective date of the agreement.

2.2.2.C. The vendor must assure and here by agrees that security posts (both 24 hours and less than 24 hours) as designated priority posts by the NHDOC will be staffed, in accordance with each Facility's Security Staffing plan at all times. These posts will include, but are not limited to:

2.2.2.C.1. Shift Commander

2.2.2.C.2. Movement Officer

2.2.2.C.3. Central Control Room

2.2.2.C.4. Housing unit
2.2.2.C.5. Perimeter patrol
2.2.2.C.6. Warehouse
2.2.2.C.7. Back gate
2.2.2.C.8. Front gate
2.2.2.C.9. Dining Room Officer
2.2.2.C.10. Yard Officer
2.2.2.C.11. Canteen
2.2.2.C.12. Education Officer
2.2.2.C.13. I.D. Room
2.2.2.C.14. Kitchen Security
2.2.2.C.15. Laundry Security
2.2.2.C.16. Infirmary
2.2.2.C.17. Medical area
2.2.2.C.18. Outside hospital (as needed)
2.2.2.C.19. Transportation officer
2.2.2.C.20. Visitation officer

2.2.2.D. The NHDOC may designate additional security posts and positions as priority after evaluating the vendor's staffing plan. As full staffing is required, and with the exclusion of priority post/positions (which must be staffed at all times) each facility must be staffed at 90% of the facility staffing pattern at all times.

2.2.3. On-Line Contract Monitor:

2.2.3.A. The NHDOC shall have the right and authority under the contract to monitor the vendor's performance. The vendor however, will reimburse the NHDOC annually for an amount equal to the full and actual salary and expenses of the monitor. The monitor shall have immediate, complete and unrestricted access to all documents and computer and electronic data in any way pertaining to the obligations of the vendor under this contract, including but not limited to Facility records, inmate files, personnel files and financial records.

2.2.3.B. The on-site contract monitor or the DOC designee will be the official liaison between the DOC and
the awarded vendor.

2.2.3.C. The cost of the On-Line Contract Monitor will be a deduction from the monthly management payment to the vendor. The actual cost for such deductions will be based on the appropriate rate, salary and expense dollars for the function. The vendor shall consider the cost of the monitoring in their proposal. The compensation will be adjusted monthly to reimburse the DOC for the salary and expenses (to include coverage of employee benefits) of the on-site contract monitor.

2.2.4. Nursing & Medical:

2.2.4.A. The vendor must provide the appropriate level of nursing and medical staff to provide for appropriate medical care per NHDOC policy, constitutional requirements, and any other Federal or State requirements. All 24-hours infirmaries must at a minimum have 1 Registered Nurse on all shifts.

2.2.4.A.1. The vendor may opt to work with NHDOC to utilize contracted nursing and medical services already established with appropriate addendums to be developed as a result of any increased staffing needs arising from the development of the new facility.

2.2.4.A.2. The NHDOC requires a Director of Nursing and Chief Medical Officer to oversee the provision of care provided to the inmates and civil committees. All staff must carry the appropriate active licensure for their discipline as defined by the appropriate board of practice.

2.2.4.A.3. The nursing services required are:

2.2.4.A.3.a. Director of Nursing (a state position);

2.2.4.A.3.b. Advanced Practice Registered Nurses (APRN);

2.2.4.A.3.c. Nurse Managers (NM);

2.2.4.A.3.d. Registered Nurses (RN);

2.2.4.A.3.e. Licensed Practical Nurses (LPN); and

2.2.4.A.3.f. Other recognized nursing/medical disciplines necessary to facilitate the scope of services requested in the RFP.

2.2.4.B. 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 contract requirements agreed to with the successful vendor. The Director of Nursing will be accountable to the NHDOC Director of Medical & Forensic Services as well as the vendor.

2.2.4.C. Vendor shall provide copies of licenses, permits, certifications, and other requirements as outlined herein PRIOR to each assigned personnel providing services at an institution. The documents must be received for each assigned personnel by the Director of Medical & Forensic Services or designee and be kept on file throughout the term of this agreement.
2.2.4.D. The vendor shall establish policies and procedures to verify all medical personnel maintain current licenses, registrations or certifications as required by law of this State and that no restrictions exist on said licensure and certification.

2.2.4.E. The vendor must submit a staffing proposal that is approved by the NHDOC for service coverage prior to the awarding of the contract for services.

2.2.4.F. All clinical staff hired by the vendor to provide direct services to inmates or civil committees shall possess a NH License/Certification from their respective Board in good standing or applicable licensure/certification permitting them to provide services in the State of NH.

2.2.5. Quality Improvement:

2.2.5.A. The vendor and other private or state Vendors, if applicable, in collaboration with the NHDOC Director of Quality Improvement will operate a comprehensive Quality Improvement program as described in NHDOC PPD 6.48 Quality Management Plan.

2.3. TRAINING AND PERSONNEL

2.3.1. Pre-Service Training

2.3.1.A. Non-Security Training - vendor will provide through its own forces a minimum of forty (40) hours of classroom training to all new Non-Security Facility staff prior to their having unsupervised contact with inmates. The subject areas must cover, but not be limited to the following: Personnel Issues, Grievance Procedures, Introduction to Facility Layout, Inmate Discipline, Harassment and Discrimination, Tool/Key/Hazmat Control, Fire Safety, PREA, Basic Security Procedures and Anatomy of a Set-up.

2.3.1.B. Security Training - All security staff and whichever additional staff the vendor designates as a Corrections Officer will be required to obtain training comparable in scope and subjects as that provided to NHDOC Correctional Officers under the NH Police Standards and Training Council.

2.3.2. Annual In-Service Training

2.3.2.A. Security Staff

2.3.2.A.1. The vendor through its own resources must provide a minimum of thirty-two (32) hours annual training to all security staff. The following topics must be included: CPR/First Aid, Firearms Re-certification, Use of Force/Defensive Tactics, Emergency Procedures, Fire Safety, Infection Control, Communicable Diseases, Suicide Prevention, and PREA.

2.3.2.A.2. Any security staff failing to meet the annual in-service training requirements must be reported to the On-site Contract Monitor by the vendor.

2.3.2.A.3. All annual training provided to security staff must be by a qualified instructor.

2.3.2.A.4. The NHDOC will make available to the vendor its lesson plans for these training topics. However, the Department of Corrections will not perform this annual training. The vendor,
therefore, is responsible for providing this training and will take sole responsibility to ensure that all legal mandates are met.

2.3.2.B. Non Security Training

2.3.2.B.1. The vendor will maintain job specific annual training in accordance with ACA Standards for all facility staff.

2.3.3. General Training Issues

2.3.3.A. All training presented to security staff must be given by a qualified instructor.

2.3.3.B. The NHDOC may make available for use by the vendor, the NHDOC's lesson plans for all areas herein. It is the intent of the NHDOC that the vendor utilizes these lesson plans as it sees fit in the development of its own lesson plans.

2.4. Employee Random Drug Screening

2.4.1. The vendor is required to develop and institute a random drug testing program for correctional employees.

2.5. INFORMATION TECHNOLOGY REQUIREMENTS (Privately Operated Proposals) In addition to the facility design/build requirements noted in Attachment E, Section 1.5, proposals where the Vendor will operate the facility shall meet the following operational requirements:

2.5.1. Wide Area Network (WAN) Connectivity:

2.5.1.A. Upon review and approval of the NHDOC, the vendor will be required to connect the Local Area Network (LAN) at the site to the NHDOC's WAN. All IT systems must meet federal CJIS requirements.

2.5.2. Hardware and Operating Systems Hardware

2.5.2.A. Vendor under a Privately Operated Proposal is required to provide, employ and maintain hardware that matches the standard technology hardware and infrastructure of the NH Department of Information Technology (DoIT) as necessary to meet the requirements of the business applications utilized by the vendor and applications shared by both the vendor and NHDOC (see section 2.5.4). The vendor is required to provide all support and maintenance for all hardware located within the facility. The current hardware requirements are outlined in Hardware requirements located at located at http://www.nh.gov/doit/intranet/toolbox/procurement/standardproducts.php.

2.5.3. Operating Systems / Network Operating Systems / Browsers

2.5.3.A. For the purpose of verified compatibility with software applications developed by the NHDOC, vendor is required to use the operating systems, network operating systems, office suite, and browsers that match the standard technology software infrastructure of the NH Department of Information Technology and that used by NHDOC. The current operating systems, network operating systems, browser requirements and hardware requirements can be found at: http://www.nh.gov/doit/intranet/toolbox/procurement/standardproducts.php.
2.5.3.B. As the NHDOC makes changes to, updates and/or patches to its network operating system, desktop operating system, browser, or office suite standards, the vendor will be notified and will be required to install matching or compatible updates and/or patches within forty-five (45) days of said notice.

2.5.4. Software Applications

2.5.4.A. Correctional Offender Record Information System

2.5.4.A.1. The NHDOC operates a web-based Correctional Offender Record Information System (CORIS) which maintains operational and historical data on all offenders under the supervision of the NHDOC. The NHDOC may provide the use of this software, and the NHDOC may provide initial training to operate the system. Initial training upon award of the Contract will be offered in a group setting at a location to be determined by the NHDOC. Subsequent training will be the responsibility of vendor. The vendor must utilize all functionality within the CORIS system that is utilized by the NHDOC.

2.5.4.B. Other Departmental Software

2.5.4.B.1. The vendor shall be required to utilize operational software applications consistent with that used by NHDOC for purposes including, but not limited to, inmate tracking, case management, behavioral monitoring, behavioral health management, progress reporting, program participation, and re-entry planning.

2.5.4.B.2. The NHDOC may provide the use of any operational software applications in use by the NHDOC and the initial training to operate those applications. Initial training upon award of the Contract will be offered in a group setting at a location to be determined by the NHDOC. Subsequent training will be the responsibility of vendor.

2.5.4.B.3. The vendor may provide appropriate alternative operational software that meets or exceeds the current functionality provided by NHDOC software, with approval of the NHDOC, but must be able to transfer the existing electronic data into the new proposed system. Should the vendor opt to provide alternative software, vendor agrees to provide software to the NHDOC at the vendor’s expense.

2.5.4.B.4. The vendor can utilize software applications for independent functions such as, but not limited to, corporate financial management, human resources, time and attendance, payroll, purchasing, inventory and warehouse functions.

2.5.5. NHDOC Access

2.5.5.A. NHDOC will have access to all data entered into any departmental database or approved alternative to conduct continuous case management, perform Quality Improvement reviews, outcome-based research and utilization studies for performance monitoring.

2.5.6. Web Based Electronic Mail

2.5.6.A. Vendor shall be required to utilize the NHDOC's e-mail system via an onsite MS exchange server
to be provided by the vendor

2.5.7. Departmental Intranet

2.5.7.A. The NHDOC utilizes a web-based intranet for data collection and reporting. Vendor may be required to access various components of the NHDOC’s intranet as required to meet operational requirements. Those components include but are not limited to information exchange and reporting requirements. The NHDOC may provide the use of the software, and the initial training to operate those parts applicable to vendor. Initial training upon award of the Contract will be offered in a group setting at a location to be determined by the NHDOC. Subsequent training will be the responsibility of vendor. Vendor must comply with Departmental policy and procedure regarding the use of the NHDOC’s intranet.

2.5.8. Video Conferencing

2.5.8.A. The vendor will provide video conference capabilities in support of court hearings, parole board hearings, tele-medicine, etc.

2.5.9. Data Collection and Dissemination *(Privately Operated Proposals)*

2.5.9.A. The vendor is expected to use all Departmental database applications to provide consistency of data collection. All data collected by the vendor regarding inmates is the property of the NHDOC and, where not contained in shared applications, will be provided to the NHDOC at the vendor’s expense. Operational reports, contractually required performance and compliance reports and data will be provided by the NHDOC at no cost to the vendor upon request.

2.6. Inmate/Civil Committee Transportation

2.6.1. The vendor must provide for all inmate/civil committee transportation requirements at the facility including timely access to outside medical/dental appointments, court-ordered appearances, etc.

2.7. Sanitation & Hygiene

2.7.1. The vendor will provide for a program of scheduled activities and inspections to ensure an environmentally, clean, healthful, and safe facility for employees and inmates/civil commitees.

2.7.1.A. All areas of the facility are inspected and maintained daily for cleanliness and infection control such inspections are the results of such inspections are documented.

2.7.1.B. Lighting, ventilation and heating equipment are functioning.

2.7.1.C. No fire, safety or health hazards exist.

2.7.1.D. All plumbing equipment, including toilets, sinks, and showers are operating properly.

2.7.2. All hazardous chemicals are inventoried, stored and maintained in a controlled environment.

2.7.3. Food Service areas are clean and in compliance with applicable state health regulations.
2.8. Safety and Health

2.8.1. Ensure compliance with Occupational Safety and Health Standards for General Industry, 29 CFR Part 1910 to include:

2.8.1.A. Management Commitment and Leadership

2.8.1.B. Assignment of Responsibility

2.8.1.C. Identification and Control of Hazards

2.8.1.D. Training and Education

2.8.1.E. Record Keeping and Hazard Analysis

2.8.1.F. First Aid and Medical Assistance

2.9. Inmate Reception & Release Procedures:

2.9.1. Intake: vendor will be notified of incoming inmates through NHDOC's Inmate Acceptance/Transportation Orders (Need to be created). Vendor shall ensure that all NHDOC inmates arriving at the facility shall be processed in the following manner:

2.9.1.A. Complete search of the inmate and his property is performed. Inmate should be transferred to the private facility with the transfer package described in NHDOC PPD (Need to be created).

2.9.1.B. Pick up all inmates transferring into the proposed facility at the designated NHDOC transfer site (Northern NH Correctional Facility).

2.9.1.B.1. Intake processing for all civil committees shall be conducted at the SPU per NHDOC PPD 6.08.

2.9.1.C. Ensure that the facility documents in the appropriate NHDOC inmate database the arrival of all inmates.

2.9.2. Transfers: vendor must ensure the following procedures are followed when an inmate is transferred from the vendor's facility to another facility:

2.9.2.A. All transfers of NHDOC inmates/civil committees musts be reviewed and approved by NHDOC prior to transfer.

2.9.2.B. Inventory and pack personal property/state property as necessary and ensure inmate has all clothing and property required by NHDOC PPD (Need to be created) for transport from a private to a state facility.

2.9.2.C. Transfer property with inmate - inventory sheet is transferred by officer to staff at receiving institution.
2.9.2.D. Perform strip searches of inmates and apply restraints immediately prior to transfer.

2.9.2.E. Ensure that Medical, Mental Health, Dental and Institutional files accompany inmate and are in possession of transfer officer. Ensure that medical files and medications are transported in sealed plastic bags in accordance with NHDOC PPD 6.17 & 6.42.

2.9.2.F. The NHDOC intends to transfer inmates to the newly opened facility at the rate of approximately 100 per week until the agreed upon target population is reached. If the NHDOC diverts from the above transfer rate, an alternate transfer schedule will be negotiated with the vendor.

2.9.3. Parole Revocation

2.9.3.A. Perform drug screening on inmate upon return to the institution.

2.9.4. Release/Discharge

2.9.4.A. Comply with NHDOC PPD 1.25 Inmate Release and Admission Procedures (attached under General Requirements section).

2.9.4.B. The vendor will be responsible for costs related to inmates paroling or discharging, for bus tickets and release clothing. Vendor must purchase release clothing. The release clothing must be comparable in quality to that issued by the NH DOC.

2.10. Inmate Records

2.10.1. Maintain an institutional inmate file, which contains all documents, orders, and actions taken concerning the inmate. The file must be uniformly organized to assure necessary access and retrieval or audit of specific information. Files must be maintained in a secure area. Inmate files are confidential records with the confidentiality of information regarding the inmate being protected by law. Access to files must be restricted by policy and a record check-in and -out system must be implemented. A separate inmate medical and dental record, where applicable, must also be maintained in accordance with State and Federal laws, to include retention and archival policies. A separate SPU medical record is applicable due to the statutory admission via civil commitment and must be maintained in accordance with State and Federal laws, to include retention and archival policies which work in accordance with NH State Archives.

2.10.2. The Inmate facility and medical/dental file must accompany the inmate to any facility where he is transferred throughout the incarceration and will be returned to NHDOC following any discharge for archival purposes.

2.10.3. Inmate files are classified as confidential and are privileged under law. No inmate shall be permitted to have access to any inmate records. Requests for viewing or copies of documents will be honored if a valid subpoena or court order, from a court of competent jurisdiction, statutory release (RSA 135-E) is presented or if the file or documents requested have been declassified in writing by the Commissioner. All requests for release of file documents shall be processed through the NHDOC’s Supervisor of Offender Records, Medical Records or through the Attorney General’s office as applicable.

2.10.4. NHDOC has sole ownership of the Facility Offender/Civil Commitee Records.
2.11. Inmate/Civil Committees Work: Keeping inmates productively occupied is a very important component of all facilities. The vendor can achieve this objective through work programs including but not limited to facility operations, training programs and correctional industries.

2.11.1. The vendor must establish and maintain an active Safety and Accident Prevention Program to include "Right to Know" requirements.

2.11.2. Vendor cannot generate a profit from work activities.

2.11.3. Staff must supervise inmates/civil commitee, never by another inmate/civil commitee.

2.12. Health Services

2.12.1. The facility will be operated in a manner consistent with, in all material respects, the standards of the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC), subject to review and amendment from time to time as requested by NHDOC.

2.12.2. Inmate medical cases diagnosed with "catastrophic" illnesses/diseases that cannot be managed at the local level will be transferred to the closest NHDOC facility for care, and NHDOC will make a referral of any such inmate cases through NHDOC's consult review process for approval and transfer.

2.12.2.A. Catastrophic medical cases may include, but are not limited to:

2.12.2.A.1. Cardiac catheterization, angioplasty or bypass surgery;


2.12.2.A.3. Subspecialty eye surgery;

2.12.2.A.4. Cancer, surgical chemotherapeutic, radiological or similar treatment;

2.12.2.A.5. Post stroke or similar care;

2.12.2.A.6. Renal disease requiring dialysis;

2.12.2.A.7. Cardio/pulmonary disease with inability to maintain activities of daily living such as the ability to walk to and from dining hall three times daily.

2.12.2.B. The vendor must also operate utilizing a mutually acceptable correctional healthcare best practices model that is defined to address the increasing cost of inmate health care while maintaining an appropriate level and quality of inmate healthcare, including models based on Medicaid and Medicaid rates and reimbursement procedures as alternative or substitute billing practices. The vendor must seek reimbursement for services covered under Medicaid for allowable inpatient stays to reduce the cost to the State.

2.12.2.C. The current reimbursements for catastrophic events are:
2.12.2.C.1. $0 - $24,999 Vendor has total responsibility.

2.12.2.C.2. $25,000 - $49,999 Vendor pays next 50% and NH DOC pays next 50%.

2.12.2.C.3. $50,000 - $99,999 Vendor pays next 25% and NH DOC pays next 75%.

2.12.2.C.4. Over $100,000 NH DOC Pays 100% over $100,000

2.12.3. Provide dental services at the facility at a minimum ratio of 2 dentists and 2 dental assistants for up to 1,500 inmates. The facility will also provide 1.5 dental hygienists. The Dentists will be able to do routine extractions and the dental suite will have the capability to perform basic oral surgery.

2.12.4. Comply with NHDOC PPD 6.16 on inmate medical co-payments. The vendor will be required to remit to the NHDOC all co-payment funds.

2.12.5. Agree that the NHDOC's Director of Medical & Forensic Services will serve as the ultimate authority for the resolution of clinical matters related to the delivery of inmate health care.

2.13. Behavioral Health Services

2.13.1. Provide services to inmates identified with behavioral health needs who have the functioning skills to live in general population. These functioning skills include:

2.13.1.A. Ability to work

2.13.1.B. Ability to live with others and not be a victim or predator

2.13.1.C. Ability to take care of personal hygiene and living area

2.13.1.D. Compliant with medications

2.13.1.E. Ability to eat in dining hall

2.13.1.F. Ability to move about Facility without need of escort.

2.13.2. There shall be an outpatient behavioral health unit which shall provide for the inmate's mental health needs as determined by completion of an initial behavioral health interview and a bio-psychosocial assessment which results in a mental health diagnosis. Referrals for such assessments may be made by inmates themselves or by any departmental staff member. These referrals shall be triaged accordingly, and for those cases requiring on-going mental health treatment, a treatment plan shall be developed and filed in the inmate’s medical record with updates at a minimum every 6 months.

2.13.3. Vendor will use NHDOC's behavioral health case management software application known as Choices or equivalent software able to export data to Choices, consistent with section 2.5.4.B.1.

2.13.4. All treatment staff providing behavioral health services must meet state licensure requirements relative to counseling, clinical social work, psychiatry or psychology as indicated by their position with the
2.13.5. The vendor will meet all the requirements as ordered in the Holliday Court Order relative to behavioral health services for inmates, for the Residential Treatment Unit, as well as the Secure Psychiatric Unit.

2.13.6. The behavioral health unit shall be sufficiently staffed to include at a minimum:

2.13.6.A. A full-time New Hampshire licensed psychologist or social worker who shall:

2.13.6.A.1. Oversee and supervise the testing operations and determine what types of referrals are needed for what cases;

2.13.6.A.2. Conduct staff training, triage referrals to the mental health unit and assist behavioral health staff with individual cases;

2.13.6.A.3. Provide individual and group counseling and supervise the provision of such counseling by behavioral health clinicians; and

2.13.6.A.4. Review the behavioral health needs of the inmates and implement new treatment modalities as indicated.

2.13.6.B. New Hampshire licensed psychiatric practitioners shall provide for the psychiatric needs of the inmates within the privately operated facilities including prescription of medications, coordination of care between medical disciplines, and consultation with administration with regard to behavioral health policy development; and

2.13.6.C. A sufficient number of full-time clinical staff who, at a minimum, shall be licensed by their applicable boards of practice.

2.13.7. Newly arrived inmates shall be processed in a reception cycle during which the inmate shall be interviewed and assessed under the supervision of a licensed clinician to determine, where possible, whether the inmate is suffering from mental illness requiring further interventions from the behavioral health delivery system.

2.13.8. Reception cycle operations shall include any or all of the following:

2.13.8.A. Administration of such tests that the clinician determines shall be necessary to adequately identify behavioral health needs;

2.13.8.B. Referrals to departmental behavioral health staff or external entities as are necessary for achievement, aptitude, interest or vocational inventory tests; and

2.13.8.C. An initial behavioral health interview which shall include but not be limited to:

2.13.8.C.1. Obtaining a behavioral health history;

2.13.8.C.2. Recommendations for further tests;
2.13.8.C.3. Advising each inmate as to the inmate’s behavioral health needs, sexual offender treatment needs and how to access services; and

2.13.8.C.4. Inmate referrals to medical, psychological, psychiatry, educational or others staff for counseling and treatment.

2.13.9. The NHDOC shall initiate procedures to transfer an inmate when in the opinion of the psychiatrist, physician or psychiatric nurse practitioner the inmate is suffering from a psychological or psychiatric disturbance or mental retardation which could be treated or managed better in the secure psychiatric unit or other mental health or medical facility due to a threat to themselves or others per RSA 623.

2.13.10. The out-patient behavioral health unit shall provide at a minimum the following services:

2.13.10.A. Documentation and implementation of a treatment plan;

2.13.10.B. Psychiatric services;

2.13.10.C. Medication management;

2.13.10.D. Individual counseling by a behavioral health clinician;

2.13.10.E. Group therapy sessions as appropriate; and

2.13.10.F. Such other specialized treatment for individuals or groups of inmates as needed.

2.13.11. Behavioral health services shall be available to all inmates regardless of their custody status.

2.13.12. Residential Treatment Unit

2.13.12.A. There shall be a therapeutic community in the form of a residential treatment unit (RTU) as follows for those inmates who because of significant functional impairment due to their documented mental illness are unable to successfully live in the general population:

2.13.12.B. The RTU shall be sufficiently staffed to include at a minimum:

2.13.12.B.1. A full time administrator who shall:

2.13.12.B.1.a. Oversee the day to day operations of RTU to ensure proper procedures are followed regarding admission, treatment and discharge of inmates and patients;

2.13.12.B.1.b. Assist in the process of evaluating and triaging inmates referred for RTU services; and

2.13.12.B.1.c. Supervise the collection of quality improvement data and participate in the development of quality improvement benchmarks.

2.13.12.B.2. Sufficient clinical staff to meet the treatment needs of inmates receiving treatment in the
RTU in the areas of recreational therapy, psychological services, special education, mental health therapy, medical care, safety, and but not limited to psychiatric interventions; and

2.13.12.C. Inmates admitted to the RTU shall receive a complete evaluation of their psychiatric needs including at a minimum:

2.13.12.C.1. A complete psychiatric evaluation;

2.13.12.C.2. A bio-psychosocial assessment; and

2.13.12.C.3. A therapeutic recreational assessment; and

2.13.12.D. Above mentioned assessments shall result in the development of a master treatment plan that specifically addresses the inmate’s clinical needs.

2.13.13. There shall be a sexual offender treatment services unit which provides for the treatment needs of individuals who are incarcerated for sexual offenses.

2.13.13.A. The sexual offender treatment services unit shall be staffed and provide services as follows:

2.13.13.A.1. A full time administrator who shall:

2.13.13.A.1.a. Oversee and supervise the assessment and treatment of sexual offenders;

2.13.13.A.1.b. Review the sexual offender treatment needs of the inmates and implement treatment modalities as indicated;

2.13.13.A.1.c. Provide individual and group therapy and supervise the provision of such services by other sexual offender treatment therapists; and

2.13.13.A.1.d. Conduct staff training and supervision; and

2.13.13.A.2. A sufficient number of full-time clinical staff who are licensed by their applicable boards of practice.

2.13.13.B. Referrals to sexual offender treatment services shall be made through the initial classification process and on-going as needs are identified by correctional staff. Assessments shall be based on risk and needs assessment and triaged into appropriate treatment services accordingly by trained sexual offender treatment staff. Inmates convicted of sexual offenses that are willing to participate in sexual offender treatment services shall be provided with an initial screening assessment in order to determine their treatment needs.

2.13.13.B.1. The initial screening assessment shall include:

2.13.13.B.1.a. A complete bio-psychosocial assessment;

2.13.13.B.1.b. A risk and needs assessment;
2.13.13.B.1.c. A determination of required services be provided to the inmate; and

2.13.13.B.1.d. A referral to any other services as indicated; and

2.13.13.B.1.e. Inmates shall be placed into the appropriate form of treatment services or on the waiting list for appropriate services; and

2.13.13.B.2. The sexual offender treatment services unit shall at a minimum provide the following services:

2.13.13.B.2.a. Specific needs assessment to determine the specific treatment needs of each inmate as it relates to his/her sexual offender treatment;

2.13.13.B.2.b. The development of an individualized treatment plan specific to sexual offender treatment;

2.13.13.B.2.c. Group therapy sessions as appropriate and as determined in the individualized treatment plan;

2.13.13.B.2.d. Discharge planning; and

2.13.13.B.2.e. Coordination with other prison services and external services as indicated by the inmate’s specific sexual offender treatment needs.

2.14. Secure Psychiatric Unit

2.14.1. The vendor will follow the Administrative Rules of NH relative to Corrections with regard to the functions and obligations of the Secure Psychiatric Unit as indicated below:

2.14.1.A. Cor 304.01 Administration.

2.14.1.A.1. An Administrative Director of Medical and Forensic Services in collaboration with a Board Certified or Board Eligible psychiatrist licensed in New Hampshire, under the administrative supervision of the commissioner or designee shall be jointly responsible for the provision, supervision and administration of the medical and psychiatric services of the department of corrections and the secure psychiatric unit.

2.14.1.A.2. A Psychiatrist who is a licensed physician in New Hampshire, who shall be board certified or who shall by virtue of education and training be board eligible, shall provide psychiatric services under the supervision of the Administrative Director of Medical and Forensic Services.

2.14.1.A.3. A non-medical Administrator shall oversee the implementation of programs and services at the unit.

2.14.1.A.4. There shall be on staff a psychiatrist, licensed and board certified in New Hampshire.

2.14.1.A.5. There shall be on staff an Advanced Practice Registered Nurse.
2.14.1.A.6. Nursing and security coverage shall be provided 24 hours a day.

2.14.1.A.7. Licensed and Un-licensed Master’s level mental health staff to implement the clinical interventions as necessary for the bed size of the facility

2.14.1.B. Cor 304.02 Secure Psychiatric Unit Patient Management.

2.14.1.B.1. Secure psychiatric unit residents shall be those who are so committed or transferred pursuant to RSA 622:40-48, RSA 171B:2, RSA 135:17-a, I & II, RSA 135C:34, RSA 651:8-b, RSA 651:9a, RSA 651:11a, RSA 623:1, or RSA 135-E:4 & RSA 135-E:11 and are committed or transferred to an environment which provides for safety and security for the public, the staff, and those committed.

2.14.1.B.2. Secure psychiatric unit residents shall be under supervision at all times when not in their rooms.

2.14.1.B.3. Secure psychiatric unit residents, when outside the boundaries of the secure psychiatric unit, shall be supervised to ensure the safety and security of the public, the staff and the resident.

2.14.1.B.4. Residents whose behavior and mental condition permit shall be fed in a communal dining area.

2.14.1.B.5. If an individual resident is disruptive, assaultive, violent or dangerous within the constraints of the secure psychiatric unit and has demonstrated a propensity to throw his/her food or to use utensils as weapons, he/she shall be denied the utensils and wholesome and nutritious sandwiches or finger food shall be substituted for the regular food.

2.14.1.B.6. Secure psychiatric unit residents whose behavior and mental condition permit shall have in their possession in their rooms appropriate allowable property.

2.14.1.B.7. The secure psychiatric unit shall be a 24 hour treatment facility and the residents housed within shall be provided with the services of psychiatrists, or Advanced Practice Registered Nurse (APRN), an on-call physician, and 24 hour nursing coverage.

2.14.1.B.8. Therapeutic recreational opportunities shall be offered to secure psychiatric unit residents if clinically indicated.

2.14.1.B.9. Secure psychiatric unit residents shall be provided the opportunity for religious counseling by ministers, priests, rabbis, or other religious representatives of organized faiths on a regular basis.

2.14.1.B.10. Secure psychiatric unit residents shall be provided the opportunity to participate in GED and high school diploma programs.

2.14.1.B.11. Secure psychiatric unit residents shall have the opportunity to work when their level of functioning permits, consistent with security.
2.14.1.B.12. Secure psychiatric unit residents shall be provided access to law library materials and access to regular library materials. Books being transferred into the secure psychiatric unit shall be carefully searched to preclude the introduction of contraband through library materials.

2.14.1.B.13. Property taken from a resident shall be accounted for by the SPU Property Officer. A receipt will be made for any property removed from the possession of the resident and the resident shall be furnished a copy of the receipt.

2.14.1.B.14. Secure psychiatric unit residents shall be provided a weekly opportunity to list items they desire from the canteen. A list shall be provided to residents reflecting the items available to them from the canteen. If a resident has the money to pay for the items listed by that resident, and subject to a security screening of the items, they shall be picked up by staff and delivered to the resident.

2.14.1.B.15. Secure psychiatric unit residents using the day rooms shall be afforded use of the collect-only telephones provided in the day room areas.

2.14.1.B.16. Secure psychiatric unit residents shall be afforded the opportunity to consult with their attorneys.

2.14.1.B.17. Secure psychiatric unit residents may be allowed social visits to be conducted during scheduled visiting hours in a supervised visiting area provided in the secure psychiatric unit.

2.14.1.B.18. Residents admitted to the secure psychiatric unit shall be photographed and fingerprinted for the purpose of positive identification.

2.14.1.C. Cor 304.03 Medical Records. Notwithstanding the provisions of RSA 329:26 and RSA 330-A: 32, medical and mental health records concerning current residents shall be exchanged between other state medical and mental health facilities to facilitate treatment pursuant to RSA 622:47.

2.14.1.D. Cor 304.04 Commitment. Any person admitted or transferred to the unit shall be under the care and custody of the commissioner and the Administrative Director of Medical and Forensic Services and shall be subject to the rules and policies of the commissioner until the person is transferred to a receiving facility in the state mental health services system or otherwise discharged.

2.14.1.E. Cor 304.05 Resident Rights. Persons committed or transferred to the unit who are convicted offenders, persons found not guilty because of insanity, pre-trial detainees, or persons civilly committed, shall retain all their individual rights, subject to those restrictions that are inherent with confinement within a secure psychiatric setting.

2.14.1.F. Cor 304.06 Procedures for Commitment to the Secure Psychiatric Unit.

2.14.1.F.1. All persons committed or transferred to the unit pursuant to RSA 171B:2, RSA 135:17-a, I & II, RSA 135C:34, RSA 651:8-b, RSA 651:9a, RSA 651:11a, RSA 623:1, or RSA 135-E:4 & RSA 135-E:11 as lawfully ordered by the court of competent jurisdiction or the commissioner, shall be patients of the unit unless otherwise discharged pursuant to New Hampshire law.
2.14.1.F.2. A person in the custody of the commissioner who needs hospitalization for a mental illness shall be transferred to the unit following a due process hearing pursuant to RSA 623:1. If the person requires immediate transfer, the due process review shall occur within 24 hours following the transfer.

2.14.1.F.2.a. The Commissioner or his designee, the Director of Medical & Forensic Services may temporarily transfer a prisoner to the SPU for administrative purposes.

2.14.1.F.3. Any person subject to an involuntary admission to New Hampshire Hospital, shall be transferred to the unit, per RSA 622:40-48, upon a determination that the person would present a serious likelihood of danger to himself or to others if retained at New Hampshire Hospital.

2.14.1.F.4. Admission to the unit shall be ordered by:

2.14.1.F.4.a. A probate court pursuant to the relevant sections of RSA 135-C, RSA 171, or RSA 135E; or

2.14.1.F.4.b. A criminal court order pursuant to the relevant sections of RSA 651; or

2.14.1.F.4.c. An emergency transfer pursuant to RSA 623

2.14.1.F.5. Except upon an order of court or in an emergency, no admission or transfer to the unit shall occur without the prior approval of the commissioner and the director of medical and forensic services or their designees. The request for approval shall be made in writing to the commissioner by the sending unit. The commissioner's approval shall be based upon the physician's certification documenting the dangerousness of the person to self or others. In such instances, if the person to be admitted or transferred objects to the admission or transfer, he or she shall request a review of the decision by the director of medical and forensic services or his designee. The review shall occur prior to the admission or transfer, or within 24 hours following the admission or transfer where immediate admission or transfer has been determined necessary by the physician to protect the person or others. If the director of medical and forensic services upholds the objection of a person to be transferred, the transfer shall not be made. If the director of medical and forensic services upholds the objection of a person already admitted or transferred, the person shall promptly be transferred back to a receiving facility named by the director of medical and forensic services.


2.14.1.G.1. Upon admission to the secure psychiatric unit, each resident shall receive:

2.14.1.G.1.a. A psychiatric examination on admission to be completed by the psychiatrist or


2.14.1.G.1.c. A preliminary treatment plan, resulting from the completion of the above documents by the psychiatrist or APRN;

2.14.1.G.1.d. A physical examination to be completed by the physician's assistant or APRN within
24 hours of admission or on the next weekday and shall include diagnostic lab tests such as blood and urine, as ordered by the physician or APRN upon admission;

2.14.1.G.1.e. Nursing assessment; and


2.14.1.G.2. Upon admission to the secure psychiatric unit each resident’s transfer paperwork shall be assessed to verify the completeness of the legal documents and the validity of the admission.

2.14.1.G.3. A preliminary oral examination shall be made during the admission physical. Referral to a dentist shall be made when necessary. Further dental services shall be available at the request of the patient and accomplished as determined necessary by the dentist.


2.14.1.H.1. Each resident of the secure psychiatric unit shall have an individualized treatment plan which shall be formulated by a multi-disciplinary treatment team and authorized by a psychiatrist or APRN.

2.14.1.H.2. The preliminary individualized treatment plan shall be completed the first working day after admission.

2.14.1.H.3. Reviews of the preliminary individualized treatment plan shall be completed 10 days after admission, 30 days after admission, every other month thereafter, and quarterly after a year.


2.14.1.H.5. A therapeutic recreational assessment shall be completed within 10 days following admission.

2.14.1.H.6. Any other clinical assessments ordered by the Psychiatrist or Advanced Registered Nurse Practitioner shall also be completed within the first ten days of admission.

2.14.1.I. Cor 304.09 Procedures for Release or Transfer from the Secure Psychiatric Unit.

2.14.1.I.1. When a person committed or transferred to the unit no longer requires the security provided by the unit, the commissioner shall initiate his/her release or transfer, as follows:

2.14.1.I.1.a. A person who was in pre-trial or post-trial confinement when admitted to the unit shall be returned to the sending facility or other appropriate facility; or

2.14.1.I.1.b. The commissioner or his designee shall transfer to the state mental health services system any person admitted or transferred to the unit, pursuant to RSA 622:45, I, upon a determination that the person no longer presents a serious likelihood of danger to himself or others if confined within a receiving facility in the state mental health services system;

2.14.1.I.2. A person committed to the secure psychiatric unit pursuant to RSA 651:9-a shall be
eligible for transfer by the commissioner to the state mental health services system provided:

2.14.1.I.2.a. That in consultation with the resident's treatment team, a psychiatrist determines that the person presents a potentially serious likelihood of danger to himself or others as a result of mental illness but that the person no longer requires the degree of safety and security as provided by the unit;

2.14.1.I.2.b. That prior approval of the proposed transfer is obtained from the superior court and the Commissioner of Health and Human Services or designee.

2.14.1.I.2.c. The person to be so transferred agrees to the proposed transfer.

2.14.1.I.3. If the person does not desire to be transferred, a review shall be held by a designee of the commissioner to ascertain the reasons why the transfer is recommended and the resident's reasons for objecting thereto. The designee shall recommend to the commissioner whether the person should be transferred and the circumstances relative thereto based on data presented at the review.

2.14.1.I.4. The Administrative Director of Medical and Forensic Services shall have complete access to the departmental medical and mental health records of the proposed transferee.

2.14.1.I.5. Pursuant to RSA 622:49, if the director of medical and forensic services intends to grant off-gounds privileges to any person committed to the unit by criminal proceedings and who has subsequently transferred to the state mental health services system, the director of medical and forensic services shall give written notice of such intention to the commissioner. The commissioner shall give written notice of the director of medical and forensic services' intention to the superior court for the county in which the person was committed, to the department of justice, and to the county attorney, if any, who prosecuted the case.

2.14.2. Inmate/Civil Committee Care & Custody

2.14.2.A. The vendor will be responsible for providing uniforms, sweatshirts, jackets, shoes, bath towels and washcloths, bed linens, to include two sheets, a pillowcase and two blankets and other items comparable in style, quantity and quality to those used in NHDOC prisons and Secure Psychiatric Unit and appropriate to seasonal requirements.

2.14.2.A.1. Vendor shall comply with the following:

2.14.2.A.1.a. Inmate will be transferred to the facility wearing one complete set of the NHDOC inmate uniform and appropriate clothing items needed due to weather conditions. The vendor in turn, must transfer inmates to NHDOC operated prisons wearing one complete inmate uniform and appropriate clothing necessary for weather conditions.

2.14.2.A.1.b. The vendor must provide a standard issue of inmate uniforms in accordance with NHDOC PPD 5.30 or all inmates housed at the private facility. The vendor may but is not required to use a uniform identical in style and design to the NHDOC inmate uniform. If the vendor chooses to use a different uniform, it must be approved by NHDOC prior to use. Any uniform changes must also be approved by NHDOC prior to use. The vendor must
maintain an inventory of inmate clothing and bed and bath linens that are adequate for the facility's population. Documentation of this inventory must be made available for NHDOC's review.

2.14.2.A.1.c. The vendor must provide each inmate a standard issue of clothing and linens (i.e. bedding, towels, washcloths) comparable to the quantity and type received at NHDOC prison facilities and in compliance with NHDOC 9.02 (attached under general requirements section). Clothing and linen issues will be documented and records will be made available for review.*

*Note* If the vendor chooses to use a uniform identical to that of NHDOC, the set of clothing which transfers with the inmate can be used as a part of the inmate’s standard issue. If the vendor uses a different uniform, a small quantity of NHDOC uniforms should be kept for transfer purposes and the rest must be returned to a designated NHDOC site. Vendor will contact NHDOC NCF Warehouse Manager for instructions for return of the uniforms to NHDOC when an accumulation of state inmate uniforms has built up.

2.14.2.B. The vendor must implement clothing and linen replacement schedule in accordance with NHDOC PPD 9.02. Documentation of replacement issues must be maintained.

2.15. Program Requirements

2.15.1. Leisure/Recreation Program

2.15.1.A. The Leisure/Recreation program is designed to provide inmates with recreational activities which can assist them in maintaining a healthy lifestyle through physical exercise and activity.

2.15.1.A.1. Vendor shall comply with the following minimum standards:

2.15.1.A.1.a. Allow a daily walking program for able-bodied inmates not otherwise assigned to a detail.

2.15.1.A.1.b. Allow seasonal sports, quiet games, yard time, indoor activities where possible and limited TV.

2.15.1.A.1.c. Provide a minimum of 7 hours of recreation per week (1 hour per day) for the unrestricted population.

2.15.1.A.1.d. Provide a minimum of 5 hours of exercise per week (one hour per day) for restricted populations (Isolation, Administrative Segregation, Protective Custody).

2.15.2. Chaplaincy

2.15.2.A. Vendor shall comply with the following:

2.15.2.A.1. Provide a comprehensive chaplaincy program to include but not be limited to worship experience, religious education, pastoral care, counseling and crisis intervention.
2.15.2.A.2. Provide orientation to inmates on request to provide information of religious activities offered.

2.15.2.A.3. Conduct religious education classes and spiritual and personal growth groups.

2.15.2.A.4. Conduct chaplaincy visits to restricted housing units weekly.

2.15.2.A.5. Provide pastoral counseling to individual inmates and respond to crises and upsetting messages.

2.15.2.A.6. Provide monthly reports of Chaplaincy Services to the NHDOC.

2.15.2.A.7. Provide guidance to Food Services regarding approved religious diets per NHDOC PPD 7.17 Religious Programming and Diets.

2.15.3. Volunteers

2.15.3.A. Provide a comprehensive volunteer program to assist staff in providing inmate services. The Volunteer program will include, but not be limited to identification of volunteer roles, job descriptions, recruitment plans, background check of applicants, pre-service training and supervision plans in accord with PPD 2.24 http://www.nh.gov/nhdoc/public_volunteers.html

2.15.4. Comprehensive Education Programming (Education/Career and Technical Ed)

2.15.4.A. The vendor will provide a comprehensive education program including academic education and career and technical education offerings that fulfills RSA 194:60, state and federal guidelines regarding special education services, the Interagency Agreement between NH Department of Education and NH Department of Corrections as well as all state and federal laws, COR 302:01, 302:02, NHDOC policies and procedures and all consent decrees and settlements as they relate to such services, i.e. Laaman Consent Decree, Lepine Settlement, Holiday Court Order, etc.

2.15.4.B. The vendor shall provide comprehensive educational programs that will be consistent with the needs of the inmate population.

2.15.4.C. The vendor shall provide comprehensive educational programs which will include:

2.15.4.C.1. Comprehensive educational programs that allows all eligible inmates the flexibility for combining employment and training at times when the majority of inmates can take part.

2.15.4.C.2. This will include:

2.15.4.C.2.a. Intake testing and guidance services;

2.15.4.C.2.b. Basic literacy courses;

2.15.4.C.2.c. Special education services;
2.15.4.C.2.d. Language/Communication skills;

2.15.4.C.2.e. Basic and advanced mathematics;

2.15.4.C.2.f. General education courses leading to a high school diploma and GED prep courses;

2.15.4.C.2.g. Career planning and survival skills;

2.15.4.C.2.h. Life skills training;

2.15.4.C.2.i. English speakers of other languages (ESOL) language instruction;

2.15.4.C.2.j. Career and Technical Education Center programs;

2.15.4.C.2.k. Technology Education Program;

2.15.4.C.2.l. Post-secondary opportunities at inmate expense;

2.15.4.C.2.m. Library holdings to include materials in support of curriculum;

2.15.4.C.3. Provide year-round educational programming through quarterly offerings.

2.15.4.C.4. Provide educational offerings to the general population as well as other restricted custody environments as needed.

2.15.4.D. Provide a needs assessment and program placement system for the purposes of intake screening, assessment, evaluation, and counseling. The purpose of this system will be to determine each inmate’s educational needs, identify special needs, and recommend appropriate placement based on those needs.

2.15.4.D.1. Educational intake interviews of newly arrived inmates to include, but are not limited to, the following information:

2.15.4.D.1.a. Age;

2.15.4.D.1.b. Gender;

2.15.4.D.1.c. Ethnicity;

2.15.4.D.1.d. Native language;

2.15.4.D.1.e. Disability;

2.15.4.D.1.f. Educational background;

2.15.4.D.1.g. Training background;

2.15.4.D.1.h. Work history;
2.15.4.D.2. Require that the vendor use the same edition of the Test of Adult Basic Educational (TABE) as used by other NHDOC facilities when testing newly arrived inmates' academic performance in but not limited to the following areas:

2.15.4.D.2.a. Reading performance;
2.15.4.D.2.b. Language mechanics performance;
2.15.4.D.2.c. Spelling performance;
2.15.4.D.2.d. Mathematics performance;

2.15.4.D.3. Educational records retrieval of newly arrived inmates includes, but is not limited to:

2.15.4.D.3.a. Transcripts of prior secondary educational achievement;
2.15.4.D.3.b. Prior special education assessments, "identification of service documents and IEPs;
2.15.4.D.3.c. Verification of certificates earned in other jurisdictions (e.g. GED, Diplomas, Training Certificates, etc.)

2.15.4.D.4. A referral system for specialized evaluations to confirm physical, mental, emotional or educational disabilities that may impede an inmate’s access to comprehensive educational programming in accordance with 34 CFR 300.111(c).

2.15.4.E. Program planning functions shall include:

2.15.4.E.1. Post-Intake interview of newly arrived inmates to discuss:

2.15.4.E.1.a. Results of initial intake, educational testing and prior educational records;
2.15.4.E.1.b. Vocational interests and demonstrated skills and experience;
2.15.4.E.1.c. Programming and personal development goals.
2.15.4.E.1.d. Technology education and career and technical education placement

2.15.4.E.2. Development of an Individualized Vocational/Educational Plan for those inmates who choose to participate in the educational offerings.

2.15.4.E.3. Profile information sheets with the education score (as defined in the NHDOC Classification Manual) will be provided for use in the classification process.

2.15.4.E.4. Guidance services designed to assist the inmate to achieve their educational and career and technical education goals.

2.15.4.E.5. A system of priority educational placement that includes considerations for the following:
2.15.4.E.5.a. Eligible inmate with a documented disability under 21 years of age;

2.15.4.E.5.b. Inmates with low educational scores upon intake

2.15.4.E.5.c. Inmates with no high school diploma (HSD) or GED on file.

2.15.4.E.5.d. Inmates determined to be high risk/high need through the intake evaluation process.

2.15.4.E.6. Formal recognition of an inmate’s educational/career and technical education accomplishments through the awarding of appropriate certificates, transcripts, diplomas and/or awards.

2.15.4.F. Vendor will provide a standardized, competency-based curriculum meeting NH Department of Education requirements by content area supported by appropriate materials and classroom resources.

2.15.4.G. Record Keeping and Achievement Recognition

2.15.4.G.1. The vendor will maintain the comprehensive educational program records in the following manner:

2.15.4.G.1.a. Records of inmate enrollment and daily attendance for each course and program offered will be maintained for at least six months.

2.15.4.G.1.b. Records of all intake information, vocational planning, program participation and progress, copies of quarterly grade reports, certificates and diplomas and letters of reference (when requested by the inmate) shall be compiled and maintained in an orderly and up-to-date manner for all inmates. These records will be kept in either paper form or electronically through NHDOC database or other equivalent software of the vendor’s choosing as long as information is able to be accessed and imported by NHDOC.

2.15.4.G.1.c. Copies of all certificates and diplomas will be sent to NHDOC Offender Records for inclusion in the inmate’s offender file immediately upon award. Grade transcripts and letters of reference reporting the student’s performance will be supplied to NHDOC Offender Records at the request of the inmate or the appropriate staff.

2.15.4.G.1.d. Assure the privacy and confidentiality of student records in accordance with applicable state and federal laws such as 34 CFR Part 99 (Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA).

2.15.4.G.1.e. Maintain a system of data management, referral, or access, to educational records if an inmate is transferred to another facility.

2.15.4.H. The vendor shall provide education and career and technical education equipment that shall be adequate to support program needs. This shall include, at a minimum, classroom and lab space and equipment, texts, audio-visual materials, chalkboards, tools and operational supplies.

2.15.4.I. The combined efforts of the education and career and technical education programs shall offer
the inmate adequate preparation for realistic entry to the world of work. A system shall be established to assure that career and technical education programs are integrated with education programs and are relevant to the vocational needs of inmates and to employment opportunities in the community.

2.15.4.J. A career and technical education program will:

2.15.4.J.1. Follow the New Hampshire Department of Education Career Clusters and will be linked with positive employment trends. Subject areas must be consistent with labor market demand.

2.15.4.J.2. Provide “hands on” projects in conjunction with classroom training.

2.15.4.J.3. Follow all operational and reporting requirements under the Laaman Consent Decree, Lepine Settlement and Holiday Court Order.

2.15.4.J.4. Follow all institutional guidelines for security with respect to materials management, billing and inventory management.

2.15.4.K. Staff Certifications

2.15.4.K.1. The vendor shall provide staff with the appropriate education certifications in accordance with the New Hampshire Department of Education.

2.15.4.K.2. The vendor shall follow the guidance set forth in the NH rules for State agencies- Part COR 302 Standards for the management and operation of rehabilitation related programs- COR 302.01 Academic and Vocational Education

2.15.4.L. Procedurial Development

2.15.4.L.1. The vendor shall prepare, utilize and maintain an operational manual which provides governance outlining the comprehensive educational program development and operations. The operations manual will incorporate the following:

2.15.4.L.1.a. Analysis of all information garnered through the intake process to assemble the range of interests and needs that inmate population presents;

2.15.4.L.1.b. Current theory and practice in the fields of education and career and technical education;

2.15.4.L.1.c. Guidance from community advisors knowledgeable in the fields of education, career and technical education, business and industry;

2.15.4.L.1.d. A system of evaluation whereby the academic and career and technical education programs are assessed against stated objectives and curriculum standards by qualified individuals;

2.15.5. Case Management

2.15.5.A. A goal of the NHDOC is uniformity and standardization in programs and case management
procedures so that inmates who transfer from one institution to another will be provided the same programs and case management.

2.15.5.B. Case management involves duties including but not limited to:

2.15.5.B.1. Conduct initial interview of each inmate within ten (10) days of inmate's arrival at Facility in order to obtain background information and to determine any immediate issues needing attention;

2.15.5.B.2. Assess all inmates within ten (10) days of arrival at Facility using the risk and needs assessment tool used by NHDOC.

2.15.5.B.3. Participating in classification decisions based on analysis of risk/needs assessments, case plan progress, program participation, disciplinary record and readiness for re-entry planning;

2.15.5.B.4. File documentation as required whether in CORIS and/or hard copy;

2.15.5.B.5. Completion of Needs Assessment Program Plan;

2.15.5.B.6. Re-entry Planning and Parole Review Summaries;

2.15.5.B.7. Handling routine inmate requests;

2.15.5.B.8. Assist with classification and protective custody boards;

2.15.5.B.9. Attempting to resolve and/or process grievances.; and

2.15.5.B.10. Be available for crisis intervention counseling as needed to assist in behavioral health triage.

2.15.5.C. Case management staff shall comply with the following:

2.15.5.C.1. Conduct and document, at a minimum, monthly counseling sessions in DAP (Description, Action & Plan) format that cover issues such as behavioral and disciplinary record, program participation and progress, re-entry planning.

2.15.5.C.2. Provide appropriate cognitive behavioral programs to address the risk / need profile of the population.

2.15.5.C.2.a. Such programs shall either utilize curricula implemented by NHDOC at its facilities or other equivalent curricula.

2.15.5.C.2.b. Any other curricula shall require approval by NHDOC prior to implementation based on evidence-based testing of reliability and achievement of desired outcomes.

2.15.5.C.2.c. Such curricula shall include, but not be limited to the following programs as indicated by population need:
2.15.5.C.2.c.i. Motivation for Change (M4C)

2.15.5.C.2.c.ii. Pre-release

2.15.5.C.2.c.iii. Substance Abuse and Addiction

2.15.5.C.2.c.iv. Family Violence and Parenting Skills

2.15.5.C.2.c.v. Victim Impact

2.15.5.C.2.c.vi. Corrective Thinking including such interventions as cognitive behavioral therapy, Thinking For a Change, Seeking Safety, Motivational Interviewing, etc.

2.15.5.C.3. The NHDOC will provide curricula for the above programs to the vendor at no expense to the vendor. Classes must be offered in accordance with policy guidelines.

2.15.5.C.4. The vendor may offer additional counseling groups to those required above in order to promote healthy pro-social functioning and to prepare inmates for their return to the community.

2.15.5.C.5. Report monthly to NHDOC on counseling activities as required.

2.16. Correctional Industries

2.16.1. Vendor shall submit a plan for implementation of a robust correctional industries program that interfaces with academic education and career education to help inmates develop workplace behaviors and skills consistent with successful employment upon release.

2.17. Inmate Services Access to the Courts

2.17.1. The vendor will provide an electronic law library system to allow inmates/civil committees to access the courts. This system must meet all minimum constitutional requirements and must be approved by the NHDOC as being comparable in scope to that provided in NHDOC facilities vendor will be responsible for purchasing all hard and software and all data lines necessary, if applicable, to operate this system.

2.18. Inmate Trust Accounts

2.18.1. The vendor must comply with the following:

2.18.1.A. Maintain a non-interest bearing account for the deposit of inmate funds in accordance with generally accepted accounting procedures: vendor must utilize the NHDOC CORIS Inmate Trust Fund module for the management of the inmate trust accounts to ensure consistency across all facilities housing NHDOC inmates in the management of inmate accounts.

2.18.1.B. Have an independent financial audit conducted annually on the inmate trust fund by a member of the American Institute of Certified Public Accountants. A copy of the Independent Auditor’s report shall be maintained on file.

2.18.1.C. When an inmate is transferred to another facility, the balance of funds remaining in his account
must be forwarded to the receiving institution within four (4) working days. If the inmate is discharged or paroled, a check or debit card for the balance of his funds is made out to him as payee and given to him immediately prior to release; his account is closed out with an entry indicating type of release, and the account history is filed at the facility.

2.18.1.D. Funds received at the Facility will be forwarded to the Facility Business Office to be credited to the inmate’s account within one (1) working day.

2.18.1.E. Provide each inmate with a monthly statement of transactions and account balances.

2.18.1.F. Ensure that necessary precaution is taken to safeguard funds. The vendor will be responsible for replacing missing funds (shortages).

2.18.1.G. Develop and implement a procedure for disposing of abandoned trust funds in accordance with NH RSA 471-C: Custody and Escheat of Unclaimed or Abandoned Property.

2.18.2. Inmate Benefit Fund (sometimes referred to as the Recreation Fund)

2.18.2.A. Funds deposited to this account come from non-appropriated sources which may include; telephone commissions, canteen profits, confiscated funds, donations and interest earned.

2.18.2.B. Vendor must comply with the following:

2.18.2.B.1. Create and maintain a fund which shall be used to purchase recreational supplies, equipment and activities for inmates/residents at the private facility in the same or similar manner as maintained at all NHDOC facilities.

2.18.2.B.2. Vendor must submit requests for all expenditures of Inmate Benefit funds to the NHDOC for authorization and approval prior to spending funds from this account.

2.18.2.B.3. Items purchased through this fund must be inventoried and tracked for auditing purposes.

2.18.2.B.4. Ensure that necessary precaution is taken to keep the funds safe. The vendor is responsible for replacing missing funds (shortages) when due care and adequate controls have not been used in the handling of these funds.

2.18.2.B.5. Profits from the funds from this account shall remain in the Inmate Benefit Fund.

2.19. Inmate Canteen

2.19.1. Vendor shall comply with the following:

2.19.1.A. Provide the service of an inmate commissary/canteen program which shall offer inmates the opportunity to purchase approved need and comfort items.

2.19.1.B. Ensure that profits from the store are deposited into the Inmate Benefit Fund.

2.19.1.C. Ensure that necessary precaution is taken to keep the funds safe. The vendor is responsible for
replacing missing funds (shortages) when due care and adequate controls have not been used in the handling of these funds.

2.19.1.D. The inmate commissary/canteen's operations are strictly controlled using generally accepted accounting principles and inventory management practices.

2.19.1.E. Vendor must have an annual independent financial audit conducted by a member of the American Institute of Certified Public Accountants. Such audit shall be at the cost of the vendor.

2.19.1.F. Inmates should have access to the commissary/canteen a minimum of once a week.

2.19.1.G. The amount of merchandise allowed to be purchased per inmate each week must be in accordance with other NHDOC run correctional institutions, which is presently $50.00 per week.

2.19.1.H. Canteen items must be approved by NHDOC.

3. Performance Standards

3.1. The vendor's performance will be evaluated continuously throughout the contract period.

3.1.1. NHDOC subject-matter experts will conduct audits and inspections to include:

3.1.1.A. An annual Health Services audit;

3.1.1.B. An annual Behavioral Health audit;

3.1.1.C. Quarterly Safety and Sanitation audits;

3.1.1.D. Quarterly Food Service Inspections;

3.1.1.E. ACA Accreditation Audits;

3.1.1.F. NHDOC Contract Facilities Semi-Annual Comprehensive Operations Audit; and

3.1.1.G. On-going financial review of Inmate Trust Accounts including:

3.1.1.G.1. Inmate collections for medical co-pay;

3.1.1.G.2. Account administrative fee and disciplinary fee; and


3.2. The vendor will be evaluated for the following specific performance standards:

3.2.1. Staffing Vacancies

3.2.1.A. 100% of all requirements detailed in "Staffing Requirements" are met.
3.2.2. Inmate Escapes from inside the perimeter

3.2.2.A. No staff negligence found in escapes from work details

3.2.3. Major Incident Reports Number

3.2.3.A. Consistent (based on Facility Monthly Indicators) with other NHDOC facilities.

3.2.4. Inmate Drug/Alcohol Test Results

3.2.4.A. On file monthly for 5% of the inmate population. The rate of positive test results is comparable to other NHDOC medium security facilities based on Monthly Facility Indicator Report.

3.2.5. The number of Inmate Physicals

3.2.5.A. Number performed each month by the Health Services staff is consistent with NHDOC policy requirements.

3.2.6. Inmate Work Assignments

3.2.6.A. Performance reported monthly as to assigned work location with at least 90% of assigned inmates engaged in facility jobs.

3.2.7. Annual In-Service Training Compliance

3.2.7.A. All staff completes required annual in-service training within the calendar year.

3.2.8. Corrective Action Reports

3.2.8.A. 90% of Corrective Action Reports requested by NHDOC are submitted within required time limits.

3.2.9. Court Orders

3.2.9.A. Compliance with existing court orders applicable to NHDOC.

3.3. The vendor's failure to perform the above standards may result in contract termination for failure to perform in accordance with contract requirements.

3.4. Compliance with the above performance standards does not relieve the vendor from complying with all other requirements contained herein.

3.5. The vendor must conduct claim reviews and appropriate follow-up activities each month to ensure prompt recovery, including responding to regulatory agency and/or ultimate vendor inquiries and/or requests for additional information.

3.6. Complaints or claims file by NHDOC inmates held in the private facility asserting malfeasance, abuse or other alleged violations of inmates' civil rights will be subject to fact check by appropriate NHDOC staff and referral to the appropriate law enforcement entity.
ATTACHMENT F

COURT ORDERS, CONSENT DECREES AND OTHER RELATED LEGAL DOCUMENTS

All links are now live on the RFP resources page on the NHDOC Website: Here is the general link to the page itself where they are all listed:  [http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm#other](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm#other).

Vendors submitting proposals under the “Construct and Operate” option are expected to deliver services in accordance with existing legal mandates. This attachment provides links to each of the relevant documents and websites:

Below find links to individual documents and websites:

3. New Hampshire Department of Corrections, Policy & Procedure Directives (PPDs) are available upon email request directed to Patricia Fortin, Bureau of Quality Improvement – pfortin@nhdoc.state.nh.us
   
   NOTE: All Policy & Procedure Directions obtained from the NH Department of Corrections are intended to assist vendors gather information necessary for the formulation of proposals. These documents are for internal use only and shall not be shared beyond the intended use by the vendor.


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