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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

Helen E. Hanks  
Commissioner

Robin H. Maddaus  
Director

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

603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
www.nh.gov/nhdoc

May 21, 2018

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Corrections to enter into a three-year contract with OnSite Vision Plans, Inc. (VC # 275420), 2 Middlesex Road, East Greenbush, NY 12061, in the amount of \$202,851.00, for the provision of On-Site Optometry Services effective upon Governor and Executive Council approval for the period beginning July 1, 2018 through June 30, 2021, with the option to renew for one (1) additional period of up to two (2) year(s) subject to Governor and Executive Council approval. 100% General Funds.

Funding for this contract is available in account, Medical-Dental: 02-46-46-465010-8234-101-500729, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2020 and 2021 is contingent upon the availability and continued appropriation of funds.

OnSite Vision Plans, Inc.				
Account	Description	SFY 2019	SFY 2020	SFY 2021
02-46-46-465010-8234-101-500729	Medical and Dental	67,617.00	67,617.00	67,617.00
Total Contract Amount:				\$ 202,851.00

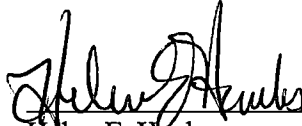
**EXPLANATION**

This Contract is for the provision of On-Site Optometry Services for inmates for the Northern NH Correctional Facility (NCF), Berlin, NH, the NH State Prison for Men (NHSP-M) and Secure Psychiatric Unit (SPU), Concord, NH and the NH Correctional Facility for Women (NHCF-W), Concord, NH. These services include optometry examinations, new frames, and parts and materials for eyeglass repairs.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> for four (4) consecutive weeks and notified five (5) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor, the incumbent, responded by submitting their proposal. In accordance to the Terms and Conditions of the RFP, the New Department of Corrections awarded the Contract to the only bidder, the incumbent, in the amount of \$202,851.00, to OnSite Vision Plans, Inc.

This RFP was scored utilizing a consensus methodology by a four person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Paula Mattis, FACHE, Director, Medical & Forensic Services, NH Department of Corrections, Bernie Campbell, BS, PT, Deputy Director, Medical & Forensic Services, NH Department of Corrections, Joyce Leeka, Operations Administrator, NH Department of Corrections and Jennifer Lind, Contract/Grant Administrator, NH Department of Corrections.

Respectfully Submitted,



Helen E. Hanks  
Commissioner



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**RFP Bid Evaluation and Summary**  
**Optometry Services**  
**NHDOC 18-09-GFMED**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
  - a. Total Estimated Cost – 50 points
  - b. Organizational Capability – 30 points
  - c. Program Structure/Plan of Operation – 20 points
  - d. Qualitative References – Pass/Fail
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 30 of NHDOC 18-09-GFMED Optometry Services RFP.
  - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Total Estimated Cost, Organizational Capability, Program Structure/Plan of Operation and Qualitative References are acceptable to the Department.

Evaluation Team Members:

- Paula Mattis, FACHE, Director, Medical & Forensic Services, NH Department of Corrections
- Bernie Campbell, BS, PT, Deputy Director, Medical & Forensic Services, NH Department of Corrections
- Joyce Leeka, RHIA, Operations Administrator, Medical & Forensic Services, NH Department of Corrections
- Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration, NH Department of Corrections

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**RFP Scoring Matrix**  
**Optometry Services**  
**NHDOC 18-09-GFMED**

Respondents:

- *OnSite Vision Plans Inc.*  
 2 Middlesex Road  
 East Greenbush, NY 12061

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
  1. Total Estimated Cost – 50 points
  2. Organizational Capability – 30 points
  3. Program Structure/Plan of Operation – 20 points
  4. Qualitative References – Pass/Fail

<b>NHDOC 18-09-GFMED RFP Scoring Matrix</b>		
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>OnSite Vision Plans Inc.</i>
<i>Total Estimated Cost</i>	50	50
<i>Organizational Capability</i>	30	30
<i>Program Structure/Plan of Operation</i>	20	20
<i>Qualitative References</i>	Pass/Fail	Pass
<b>Total</b>	<b>100</b>	<b>100</b>

Contract Award:

- *OnSite Vision Plans Inc.*  
 2 Middlesex Road  
 East Greenbush, NY 12061



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**RFP Evaluation Committee Member Qualifications**  
**Optometry Services**  
**NHDOC 18-09-GFMED**

**Paula Mattis FACHE, Division Director, Medical & Forensic Services:**

Ms. Mattis recently joined the NH Department of Corrections serving as the Non-Medical Director, Division of Medical & Forensic Services. Her professional history includes seven years as Administrator of Community Integration at the State of New Hampshire, New Hampshire Hospital, four years as Chief Operating Officer and three years as Acting CEO. Prior to this appointment, Ms. Mattis was President and Chief Executive Officer of the Animal Rescue League of New Hampshire. Ms. Mattis received her Bachelor of Arts degree with honors in Psychology (major) and Sociology (minor) from the University of Texas and a Master's of Social Work, specializing in Community Mental Health from the University of Illinois.

**Bernie Campbell, BS, PT, Deputy Director, Medical & Forensic Services:**

Ms. Campbell is the Deputy Director for the Division of Medical & Forensic Services for the NH Department of Corrections. In this capacity, Ms. Campbell's role is to administer and supervise allied health services for the Division of Medical & Forensic Services and is responsible to ensure public and institutional safety for all sites through staff and contract monitoring and evaluation. Ms. Campbell is a graduate of UMass Lowell and has involvement with the Department for over twenty-eight years, most recently in the capacity of Director of Rehabilitation Services. Ms. Campbell's past experience has included ownership of a physical therapy clinic as well as vast acute care hospital experience.

**Joyce Leeka, RHIA, Medical Operations Administrator, Medical & Forensic Services:**

Ms. Leeka is the Operations Administrator for the Medical and Forensic Services Division for the NH Department of Corrections. In this capacity Ms. Leeka is the subject matter expert for Health Information Management. This includes medical privacy (HIPAA), record management, Electronic Health Records and medical coding and billing to include the new ICD-10-CM system. Ms. Leeka is the Utilization Management Administrator for medical ancillary services and the Division's Contract Administrator. Ms. Leeka is a graduate of the University of Central Florida and has held positions of HIM Director, QI/UM Director and UM Coordinator in a variety of hospitals on both the east and west coasts. Ms. Leeka has also worked as a consultant in the areas of QI and long-term care. Ms. Leeka has past experience teaching ICD-9 coding, medical terminology to business office staff, DRG orientation to nursing staff and coordinated hospital-wide discharge planning activities.

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**Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration:**

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



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Director

**Bidders List**  
**Optometry Services**  
**NHDOC RFP 18-09-GFMED**

**OnSite Vision Plans, Inc.**

Ed Berger OD  
President  
2 Middlesex Road  
East Greenbush, NY 12061  
(o) 518-486-8989  
(e) [eberger@onsitevisionplans.com](mailto:eberger@onsitevisionplans.com)  
(w) [www.OnSitevisionplans.com](http://www.OnSitevisionplans.com)

**Realeyes Eye Care, LLC**

47 B Polquin Drive  
Box 1389  
Conway, NH 03818  
Brian Sponseller, President  
(o) 888-406-2155  
(e) [bspons@gmail.com](mailto:bspons@gmail.com)  
(w) [brian@realeyeseyecare.com](http://brian@realeyeseyecare.com)

**Hi-Tech Optical, Inc.**

3139 Christy Way South  
Saginaw, MI 48603  
Marshall Brown, General Manager  
(o) 989-799-9390 ext.  
(w) [mbrown@hi-tech-optical.com](mailto:mbrown@hi-tech-optical.com)

**Institutional Eyecare**

27499 Riverview Center Blvd.  
Suite 429  
Bonita Springs, FL 34136  
Jeffrey Lose OD, Owner  
(o) 866-604-2931  
(f) 570-524-2817  
(e) [jlose@institutionaleyecare.com](mailto:jlose@institutionaleyecare.com)

**New England Eye Specialists**

50 Nashua Road  
Londonderry, NH 03053  
Adam Beck, OD, President  
(o) 603-421-0095  
(e) [Adambel@hotmail.com](mailto:Adambel@hotmail.com)

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Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Subject: \_\_\_\_\_


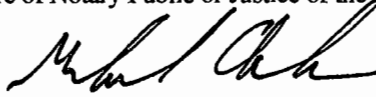
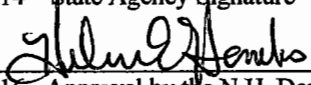
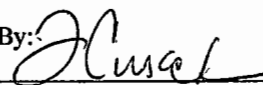
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <del>Department of Health and Human Services</del> NH Department of Corrections		1.2 State Agency Address <del>129 Pleasant Street</del> 105 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name OnSite Vision Plans, Inc.		1.4 Contractor Address 2 Middlesex Rd. East Greenbush NY 12061	
1.5 Contractor Phone Number 515-480-8989	1.6 Account Number 02-46-46-465010-8234- 101-500729	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$202,851.00
1.9 Contracting Officer for State Agency Eric D. Borrin, Director Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-9558 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Edward Berger President	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Rensselaer</u> On <u>Apr 16<sup>th</sup> 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> <b>MICHAEL RICHARD ACKERMAN</b>                      Notary Public, State of New York                      No. 01AC6329297                      Qualified in Rensselaer County                      Commission Expires August 24, 2019                 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Michael Ackerman & Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Helen, E. Hanks, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/21/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**SECTION D: Scope of Services, Exhibit A**

**1. Purpose:**

The purpose of this request for proposal is to seek Optometry Services for the patient population housed in the Department’s facilities. The Contractor shall provide optometry visual services in accordance with Medical Standards of Care and national standards. Services shall include primary eye and vision care for the diagnosis, visual treatment and prevention of associated disorders for the improvement of vision by the prescription of eyeglasses.

**2. Terms of Contract:**

A Contract awarded by the Governor and Executive Council (G&C) through the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2018 upon approval of Governor and Executive Council whichever is later through June 30, 2021, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

**3. Service Locations:**

3.1. The Contractor shall provide Optometry Services for the patient population that are under the Department’s custodial care to be provided at the following facilities listed in the table, below, marked with a “X”:

<b>Northern Region – Northern NH Correctional Facility</b>			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
<b>Southern Region – Southern NH Correctional Facilities</b>			
X	NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
X	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301

- 3.2. The requested services shall be provided by the Contractor to patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.
- 3.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 3.4. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.
- 3.5. Partial Proposals for requested Optometry Services for the NH Department of Corrections Correctional Facilities shall not be accepted.
- 3.6. Optometry Services locations are subject to change for the life of the Contract and any renewals thereof.

**4. Provision of Optometry Services and Clinical Requirements:**

- 4.1. It is the policy of the NH Department of Corrections to provide patients access to Optometry services.
- 4.2. A NH State licensed Optometrist shall perform all Optometry services.
- 4.3. Clinics will be required for eye exams/special procedures at a minimum of fifteen (15) exams to a maximum of twenty-five (25) exams per clinic Monday-Friday on a mutually agreed time per facility.

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4.4. Clinics shall be concluded when all scheduled patients have been evaluated.

<b>Clinical Requirement per Facility</b>				
Correctional Facility	Average Clinic per Month	Maximum Clinics per Year	Maximum Exams per Clinic	Maximum Exams per Contract Year
Northern NH Correctional Facility (NCF)	1	12	25	300
NH State Prison for Men (NHSP-M) & Residential Treatment Unit (RTU)	2	24	21	504
Secure Psychiatric Unit (SPU)	0	1	24	24
NH Correctional Facility for Women (NHCF-W)	1	4	25	100
<b>Total Basic Exams</b>				<b>928</b>

- 4.5. Total maximum exams per Contract year for the Northern Region shall be three hundred (300) exams.
- 4.6. Total maximum exams per Contract year for the Southern Region shall be six hundred twenty-eight (628) exams.
- 4.7. If a State of NH holiday occurs on the scheduled clinic night, an alternate date will be provided for that week.
- 4.8. The basic on-site eye exam shall include the following services:
  - 4.8.1. Fundoscopic Exam of the eyes;
  - 4.8.2. Slit Lamp Exam of the eyes (only when medically indicated);
  - 4.8.3. Glaucoma Check-Puff Tonometer (GC-PT) (other acceptable Tonometers: Tonopen II, Goldman Aplanation Tonometer);
  - 4.8.4. Refraction for glasses.
- 4.9. An original patient eye exam report shall be written for each exam performed, preferably written during the scheduled clinic. Those reports will be delivered to the corresponding facility Medical Records Department within one (1) week of the eye exam or sooner.
- 4.10. On-site special procedures shall include:
  - 4.10.1. Dilated Fundus Exams (DFE);
  - 4.10.2. Intraocular Pressure Check (IOP);
  - 4.10.3. Complete Eye Exams (CEE, exam plus DFE);
  - 4.10.4. Contact lens exams based on documented medical necessity (non-cosmetic).
- 4.11. The NH Department of Corrections does not have or maintain optometry equipment at any facility. The Vendor(s) shall be required to provide their portable equipment including but not limited to:
  - 4.11.1. Portable Lensometer for accurate prescription verification and determination;
  - 4.11.2. Portable Tonometer for accurate pressure reading and glaucoma screening;
  - 4.11.3. Portable Slit Lamp for on-site Fundus/Macula evaluation;
  - 4.11.4. Complete Trial Lens Set (corrective curve) or phoropter or auto-refractor with supporting portable equipment for accurate acuity consideration and prescription justification;
  - 4.11.5. Ophthalmoscope(s) and ancillary equipment necessary to perform dilated and non-dilated fundus exams.
- 4.12. All recommendations for special procedures, clinics, and/or referrals to off-site Optometrists/Ophthalmologists will be fully justified and documented on the exam form.

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The NH Department of Corrections reserves the right to make the final determination for approving such services.

- 4.13. Optical services shall include but are not limited to:
  - 4.13.1. Accurate measuring for frame size, bifocal/trifocal heath and evaluation as specific medical and/or occupational needs require;
  - 4.13.2. Final fitting and adjustments of eyewear and instructions for proper usages;
  - 4.13.3. Minor repairs on-site (example: screw replacement); and
  - 4.13.4. Completion of eyeglass order form (provided by the NH Department of Corrections).
- 4.14. Contractor to work collaboratively with the NH Department of Corrections regarding scheduling requirements and required forms used for exams, scheduling and billing.

**5. Reporting Requirements:**

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

- 5.1. Monthly summary of services provided by patient, and/or;
- 5.2. Monthly summary of services provided by facility, or regional areas, and/or;
- 5.3. Monthly summary of services provided by product; and/or
- 5.4. Any information requested that would be specific to the NH Department of Corrections patients only.

**6. General Service Provisions:**

- 6.1. Notification of Required Services: The NH Department of Corrections Medical Records staff or designee shall contact the Contractor for the coordination of optometry clinics when needed. A list of NH Department of Corrections, Medical Records staff will be provided to the Contractor upon award of a Contract.
- 6.2. Tools and Equipment: The Contractor must furnish the required tools and equipment necessary to provide the requested services of the Contract. Any Contractor containers, tools and or equipment shall be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 6.3. Rules and Regulations: The Contractor shall comply with all rules and regulations of the NH Department of Corrections to include the Department's confidentiality policy and procedure directives.
- 6.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 6.5. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractors to provide services to the NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
  - 6.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.

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6.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 6.5.2., below.

- In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Medical & Forensic Services, or designee, of the NH Department of Corrections;
- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
- Individuals with a history of drug diversion;
- Individuals who were a former State of NH employee and/or former Contract employee that were dismissed for cause;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- Relatives of currently housed felons may not be permitted to provide services without prior approval by the NH Department of Corrections.

6.6. Admittance: The Department may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.

6.7. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.

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

6.9. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

6.9.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.

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- 6.9.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 6.9.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Attention: Operations Administrator, or designee, P.O. Box 1806, Concord, NH 03302.
- 6.10. **Contractor Liaison's Responsibilities:** Contractor's Liaison shall be responsible for:
  - 6.10.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
  - 6.10.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
  - 6.10.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
  - 6.10.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.11. **NH Department of Corrections Contract Liaison Responsibilities:** The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
  - 6.11.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
  - 6.11.2. Monitoring compliance with the terms of the Contract;
  - 6.11.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
  - 6.11.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
  - 6.11.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.12. **Reporting Requirements:** The NH Department of Corrections shall, at its sole discretion:
  - 6.12.1. Request the Contractor to provide proof of any and all permits to perform Optometry services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
  - 6.12.2. Monthly summary of services provided by facility, patient, number, and services provided at a minimum and;
  - 6.12.3. Any information requested by the NH Department of Corrections; and
  - 6.12.4. Reports and/or information requests shall be forwarded to NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 6.13. **Performance Evaluation:** The NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and



adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.

- 6.14. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 6.15. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 6.15.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
  - 6.14.2. Terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
    - a.) Not in compliance with the terms of the Contract;
    - b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
    - c.) Terminate the contract as otherwise permitted by law.
  - 6.14.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If the reports are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies; and
  - 6.14.4. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract and any renewals thereof.

**7. Other Contract Provisions:**

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

**8. Bankruptcy or Insolvency Proceeding Notification:**

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

**9. Embodiment of the Contract:**

- 9.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
  - 9.1.1. Request of Proposal (RFP) and any addendums thereto;
  - 9.1.2. Proposal submitted by the Vendor in response to the RFP; and/or

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

**10. Cancellation of Contract:**

- 10.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Contractor with a written notice of such cancellation.
- 10.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

**11. Contractor Transition:**

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

**12. Audit Requirement:**

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract. The NH Department Corrections reserves the right to have financial audits conducted by the Department or a third party.

**13. Additional Equipment/Patients/Positions/Locations:**

Upon agreement of both party's additional equipment, if applicable, and/or other patients under the custody of other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment, positions, and/or facilities listed as part of the provision of services of the Contract may be deleted as well. Upon mutual agreement of additional equipment or positions, the State will negotiate the cost with the Contractor; the Department will seek a Contract Amendment for approval of the Governor and Executive Council when these additions increase the cost of the Contract.

**14. Information:**

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

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- performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 14.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract.
- 14.3. In the event of unauthorized use or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.
- 14.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 14.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

**15. Public Records:**

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will

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notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

**16. Contractor Personnel:**

- 16.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 16.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

**17. Notification to the Contractor:**

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

**18. Prison Rape Elimination Act (PREA) of 2003:**

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

**19. Administrative Rules, Policies, Regulations and Policies, Procedures and Directives:**

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm)

**20. Special Notes:**

- 20.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 20.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 20.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the NH Department of Corrections and the Contractor.
- 20.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
  - 20.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and

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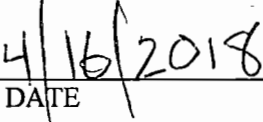
**SECTION E: Estimated Budget/Method of Payment, Exhibit B**

**1. Signature Page:**

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

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P-37 (v. 5/8/15), section 1.7 – Completion Date.

  
AUTHORIZED SIGNATURE

  
DATE

Edward Berger, OD  
NAME AND TITLE OF SIGNOR (Please Type)

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

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

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

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

**The remainder of this page is intentionally blank.**

2. Optometry Fee Schedule:

Optometry Service Fee Schedule for Northern and Southern Correctional Facilities	
Section A: Services	Unit Cost <sup>1</sup>
Basic Eye Exam	\$ 48.00
Dilated Fundus Exam	\$ 10.00
Intraocular Pressure Check (follow up only)	\$ 3.00
Contact Lens Exam	\$ 18.00
Optometry Product Fee Schedule for Northern and Southern Correctional Facilities	
Section B: Material/Supplies (Product)	Unit Cost <sup>2</sup>
State Frame & Soft Case (plastic, prison-safe)	\$ 6.00
Single Vision Lens (plastic)	\$ 12.00
Bifocal Lens (plastic)	\$ 22.00
Trifocal Lens (plastic)	\$ 32.00
Reading Frame/Lens (plastic, medically indicated, prison safe)	\$ 18.00
Photo-Gray Lens (medically indicated)	\$ 30.00
Repair Cost for State Frames <sup>3</sup>	\$ 10.00
Poly Single Vision Upgrade (medically indicated)	\$ 18.00
Poly Bifocal Vision Upgrade (medically indicated)	\$ 32.00
Lens Tint (medically indicated)	\$ 8.00
Contact Lenses (medically indicated)	\$ 75.00 per pair of lenses

The remainder of this page is intentionally blank.

<sup>1</sup> Use these unit costs to calculate Estimated Budget

<sup>2</sup> Use these unit costs to calculate Estimated Budget

<sup>3</sup> When the NH Department of Corrections is responsible

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Estimated Budget/Method of Payment  
Exhibit B

3. Northern Region (NCF) Estimated Budget:

Northern Region (NCF) Optometry Service and Product Estimated Budget			
	Quantity of Est. Exams	Unit Cost <sup>4</sup>	Extended Cost (Quantity of Est. Exams x Unit Cost)
<b>Section A: Services</b>			
Basic Eye Exam	300	\$ 48.00	\$ 14,400
Dilated Fundus Exam	140	\$ 10	\$ 1,400
Intraocular Pressure Check (GC-PT)	15	\$ 3	\$ 45 -
Contact Lens Exam	3	\$ 18	\$ 54 -
<b>Subtotal: Section A Services</b>			\$ 15,899
<b>Section B: Material/Supplies</b>			
State Frame & Soft Case (plastic, prison-safe)	200	\$ 6	\$ 1,200 -
Single Vision Lens (plastic)	120	\$ 12	\$ 1,440 -
Bifocal Lens (plastic)	60	\$ 22	\$ 1,320 -
Trifocal Lens (plastic)	3	\$ 32	\$ 96 -
Reading Frame/Lens (plastic, medically indicated, prison safe)	10	\$ 18	\$ 180 -
Photo-Gray Lens (medically indicated)	10	\$ 30	\$ 300 -
Repair Cost for State Frames <sup>5</sup>	30	\$ 10	\$ 300 -
Poly Single Vision Upgrade (medically indicated)	10	\$ 18	\$ 180 -
Poly Bifocal Vision Upgrade (medically indicated)	10	\$ 32	\$ 320 -
Lens Tint (medically indicated)	10	\$ 8	\$ 80 -
Contact Lenses (medically indicated)	3	\$ 75	\$ 225 -
<b>Subtotal: Section B Materials/Supplies</b>			\$ 5,641
<b>Total: Add Section A and B Subtotals</b>			\$ 21,540
<b>Estimated Budget for Northern Region [multiply Total (Section A&amp;B) x 3 (years)]</b>			\$ 64,620 -

<sup>4</sup> Use these unit costs to calculate Estimated Budget

<sup>5</sup> When the NH Department of Corrections is responsible

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

4. Southern Region Estimated Budget:

Southern Region Optometry Service and Product Estimated Budget			
Service Type/Materials & Supplies	Quantity of Est. Exams	Unit Cost <sup>6</sup>	Extended Cost (Quantity of Est. Exams x Unit Cost)
<b>Section A: Services</b>			
Basic Eye Exam	628	\$ 48	\$ 30,144 -
Dilated Fundus Exam	120	\$ 10	\$ 1,200 -
Intraocular Pressure Check (GC-PT)	45	\$ 3	\$ 135 -
Contact Lens Exam	6	\$ 18	\$ 108 -
<b>Subtotal: Section A Services</b>			<b>\$ 31,587 -</b>
<b>Section B: Material/Supplies</b>			
State Frame & Soft Case (plastic, prison-safe)	610	\$ 6 -	\$ 3,660 -
Single Vision Lens (plastic)	450	\$ 12 -	\$ 5,400 -
Bifocal Lens (plastic)	150	\$ 22 -	\$ 3,300 -
Trifocal Lens (plastic)	10	\$ 32 -	\$ 320 -
Reading Frame/Lens (plastic, medically indicated, prison safe)	10	\$ 18 -	\$ 180 -
Photo-Gray Lens (medically indicated)	10	\$ 30 -	\$ 300 -
Repair Cost for State Frames <sup>7</sup>	30	\$ 10 -	\$ 300 -
Poly Single Vision Upgrade (medically indicated)	10	\$ 18 -	\$ 180 -
Poly Bifocal Vision Upgrade (medically indicated)	10	\$ 32 -	\$ 320 -
Lens Tint (medically indicated)	10	\$ 8 -	\$ 80 -
Contact Lenses (medically indicated)	6	\$ 75 -	\$ 450 -
<b>Subtotal: Section B Materials/Supplies</b>			<b>\$ 14,490 -</b>
<b>Total: Add Section A and B Subtotals</b>			<b>\$ 46,077</b>
<b>Estimated Budget for Southern Region [multiply Total (Section A&amp;B) x 3]</b>			<b>\$ 138,231</b>

<sup>6</sup> Use these unit costs to calculate Estimated Budget

<sup>7</sup> When the NH Department of Corrections is responsible



**5. Method of Payment:**

- 5.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service.
- 5.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, or designee, P.O. Box 1806, Concord, NH 03302 for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302-1806.
- 5.3. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 5.4. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of an approved invoice. Invoices shall be itemized by facility and contain the following information:
  - 5.4.1. Facility, examination date;
  - 5.4.2. Quantity of examination type and examination code;
  - 5.4.3. Description of services and/or product to be delivered; and
  - 5.4.4. Itemized service/product total charge per service/product type.
- 5.5. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 5.6. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on July 1, 2019.

**6. Appropriation of Funding**

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

- 6.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit the NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
- 6.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

**The remainder of this page is intentionally blank.**

**SECTION F: Special Provisions, Exhibit C**

**1. Special Provisions:**

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

**The remainder of this page is intentionally blank.**

# State of New Hampshire

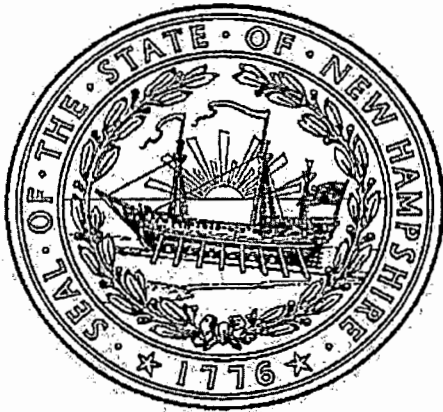
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ONSITE VISION PLANS INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 09, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 744251

Certificate Number : 0004097323



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## Business Information

### Business Details

Business Name: ONSITE VISION PLANS INC.	Business ID: 744251
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 05/09/2016	Name in State of ONSITE VISION PLANS INC.
Date of Formation in Jurisdiction: 05/09/2016	Incorporation:
Principal Office Address: 2 Forest Hills Blvd., Rensselaer, NY, 12144, USA	Mailing Address: 2 Middlesex Road, East Greenbush, NY, 12061, USA
Citizenship / State of Incorporation: Foreign/New York	
	Last Annual Report Year: 2018
	Next Report Year: 2019
Duration: Perpetual	
Business Email: eberger@onsitevisionplans.com	Phone #: 518-486-8989
Notification Email: NONE	Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Eye exams and glasses, full optometric services.	

Page 1 of 1, records 1 to 1 of 1

### Registered Agent Information

Name: Arvidson, Dwight

Registered Office Address: 95 Brewery Lane, Portsmouth, NH, 03801, USA

Registered Mailing Address: 95 Brewery Lane, Portsmouth, NH, 03801, USA

**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

I, Edward Bergeron, hereby certify that:  
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of onSite Vision Plans, Inc.  
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind onSite Vision Plans, Inc.  
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

E Bergeron  
(Contract Signatory - Signature)

4/16/18  
(Date)

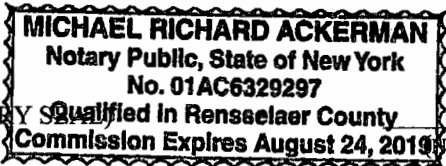
STATE OF New York

COUNTY OF Rensselaer

On this the 16<sup>th</sup> day of April, 20 18, before me Michael Ackerman,  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Edward Bergeron, known to me (or  
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)  Michael Ackerman  
Notary Public / Justice of the Peace -Signature)

Commission Expires: August 24, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2018

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

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

<b>PRODUCER</b> Haylor Freyer & Coon, Inc. 1402 Washington St Watertown NY 13601-6720	<b>CONTACT NAME:</b> Julie Dillenback <b>PHONE (A/C, No, Ext):</b> 315-800-1777 <b>E-MAIL ADDRESS:</b> jdillenback@haylor.com		<b>FAX (A/C, No):</b> 315-703-7662
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> OnSite Vision Plans Inc 2 Forest Hills Blvd Rensselaer NY 12144	<b>ONSITE/ISI1</b>	<b>INSURER A:</b> Hanover Insurance Company	<b>NAIC #</b> 22292
		<b>INSURER B:</b> Wesco Insurance Company	<b>NAIC #</b> 61409
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 588795267

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		OHSA91729202	4/28/2018	4/28/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWSA970930	6/24/2017	6/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UHSA91907601	4/28/2018	4/28/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHSA11861104	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	NYS Disability			089100243971	9/1/2017	9/1/2018	Statutory

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

Blanket additional insured included per business owner liability special broadening endorsement #391-10060609 when required by contract agreement or permit.

Vehicle Coverage in Name of PrimeSite Holdings LLC.

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Dept of Corrections  
 105 Pleasant Street Room 327  
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

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

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

COR 307.03 Searches and Inspections Authorized.

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

Edmund Bergeron  
Name  
Lee Ann Welch  
Witness Name

[Signature]  
Signature  
[Signature]  
Signature

4/12/18  
Date  
4.16.18  
Date




NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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


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

Edward Bege  
Name

  
Signature

4/16/18  
Date

Lee Ann Welch  
Witness Name

  
Signature

4-16-18  
Date

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

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

**(1) Definitions**

a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

**(2) Use and Disclosure of Protected Health Information**

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

b. Business Associate may use or disclose PHI:

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

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

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

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

**(3) Obligations and Activities of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

#### **(4) Obligations of Covered Entity**

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

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

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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

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

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

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

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

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

NH Department of Corrections  
State of New Hampshire Agency Name

Helen E. Hanks  
Signature of Authorized Representative

Helen E. Hanks  
Authorized DOC Representative Name

Commissioner  
Authorized DOC Representative Title

5/21/18  
Date

I OnSite Vision Plans, Inc.  
Contractor Name

Edward Beeman  
Contractor Representative Signature

Edward Beeman  
Authorized Contractor Representative Name

President  
Authorized Contractor Representative Title

4/16/18  
Date



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

**Helen E. Hanks  
Commissioner**

**Robin Maddaus  
Director**

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**PRISON RAPE ELIMINATION ACT**

**ACKNOWLEDGEMENT FORM**

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

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Edward Bergeron Date: 4/16/2018  
(Name of Contract Signatory)

Signature: [Handwritten Signature]  
(Signature of Contract Signatory)