



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

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/nhdcc

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

January 18, 2019

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDCC) to exercise a two-year contract renewal option, Amendment Agreement #1, to PO# 1063394, with Eric Joyce d/b/a Joyce Dental Laboratory (VC # 258914), 373 Court Street, Laconia, NH 03246, to increase the contract amount by \$76,954.00 from \$142,660.00 to \$219,614.00, for the provision of Dental Laboratory Services, for the period beginning July 1, 2019 through June 30, 2021 effective upon Governor and Executive Council approval. The original contract, Agreement 2017-21, was approved on April 5, 2017, Item #21. 100% General Funds.

Funds are available in account, Medical-Dental, 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 2020 and SFY 2021 is contingent upon the availability and continued appropriation of funds.

Original Contract, Agreement: Eric Joyce d/b/a Joyce Dental Laboratory

Account	Description	SFY 18-19	SFY 20	SFY 21	Total
02-46-46-465010-8234-101-500728	Medical - Dental	142,660.00	-	-	142,660.00

Amendment Agreement #1

Account	Description	SFY 18-19	SFY 20	SFY 21	Total
02-46-46-465010-8234-101-500728	Medical - Dental	-	38,477.00	38,477.00	76,954.00

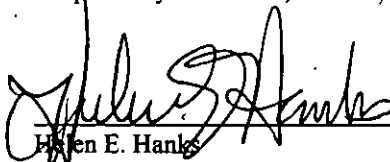
Total Contract Amount		142,660.00	38,477.00	38,477.00	\$ 219,614.00
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EXPLANATION

The purpose of this amendment is for the continuation of Dental Laboratory services for persons under Departmental control and patients of the Northern Correctional Facility (NCF), Berlin, NH State Prison for Men (NHSP-M), Secures Psychiatric Unit (SPU), Concord, NH and the NH Correctional Facility for Women (NHCF-W), Concord, NH. These services include dental repairs, relines, rebases, mouth guards, dentures, acrylic partials and cast partials and are necessary to enable patients to receive proper nutrition and preventative dental care.

Amendment Agreement #1 shall modify the Agreement's, completion date and price limitation of the original contract, Agreement; your positive consideration is therefore requested.

Respectfully Submitted,



Helen E. Hanks
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF MEDICAL & FORENSIC
SERVICES

P.O. BOX 1806
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Helen M. Hanks
Commissioner

Paula L. Mattis
Director

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and ERIC JOYCE D/B/A JOYCE DENTAL LABORATORY ("Contractor"), a Sole Proprietor, New Hampshire Tradename with a place of business at 373 Court Street, Laconia, NH 03246.

WHEREAS, pursuant to a Contract ("Agreement 2017-21") approved by the Governor and Executive Council on April 5, 2017, Item #21, with services to commence on July 1, 2017, the Contractor agreed to perform Dental Laboratory Services based upon the terms and conditions specified in the Agreement as amended and in consideration of certain sums specified; and

WHEREAS, the State and Contractor have agreed to make changes to the completion date, price limitation, scope of services (Exhibit A), estimated budget (Exhibit B) and special provisions (Exhibit C) of the Agreement; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement and Exhibit A, Paragraph 2, the State may renew the Agreement for one (1) additional period of up to two (2) years only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council; and

WHEREAS, the parties agree to extend the Agreement for an additional two (2) years and to increase the price limitation of the Contract; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Agreement and set forth herein, the parties hereto agree as follow:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2021";
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "\$219,614.00" a total increase of \$76,954.00;
3. Scope of Services, Exhibit A, Section 2., Terms of Contract, of Original Agreement, by deleting:

"A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2019, with an option to renew for an additional period of up to two (2) years, only after the approval of the Commission of the NH Department of Corrections and the Governor and Executive Council."

and inserting in its place:

~~"Amendment Agreement #1 shall become effective on the date Amendment Agreement #1 is approved by the Governor and Executive Council (G&C) of the State of New Hampshire for the period beginning July 1, 2019 through June 30, 2021."~~

AG 2/8/19
EJ
2/8/2019

"Amendment #1 exercises the renewal option for an additional period of up to two (2) years and shall become effective on July 1, 2019 for the period of July 1, 2019 through June 30, 2021 with the approval of the Commissioner of the NH Department of Corrections (NHDOC) and upon Governor and Executive Council (G&C) approval."

4. Insert 15.7, Scope of Services, Exhibit A, Section 15., Special Notes, to read: "Contractor must 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.";
5. Delete "Estimated Budget/Method of Payment, Exhibit B, Section 2. Estimated Budget page 23 of 27"

and inserting in its place:

"Estimated Budget/Method of Payment, Exhibit B-1, Section 2. Estimated Budget page 23 of 27";

6. Delete "Special Provisions, Exhibit C, Section 1., Special Provisions, Paragraph 1.1 page 26 of 27"

and inserting in its place:

7. "To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.";
8. That this Amendment #1 shall become effective from on the date the N.H. Governor and Executive Council approve the amendment; and
9. That all other provisions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: Dental Laboratory Services
Agreement 2017-21.

STATE OF NEW HAMPSHIRE DEPARTMENT OF
CORRECTIONS

By: [Signature]
Name: Helen E. Hanks
Title: Commissioner
Date:

ERIC JOYCE D/B/A JOYCE DENTAL LABORATORY

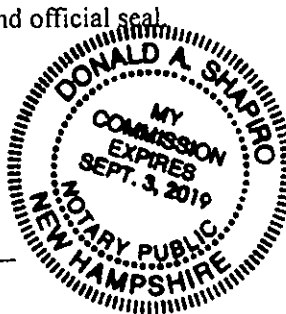
By: [Signature]
Name: Eric Joyce
Title: Owner
Date: 12/13/2018

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 13TH day of DECEMBER 2018, before me, ERIC JOYCE, the undersigned officer,
personally appeared Before me, known to me (or satisfactorily proven) to be the person whose
name is signed above and acknowledged that he/she executed this document in the capacity indicated
above.

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

[Signature]
Notary Public/Justice of the Peace
My Commission Expires: 9/3/2019



[Signature]
Approval by N.H. Attorney General
(Form, Substance and Execution)

1/31/19
Date

Approved by the N.H. Governor and Executive Council

Date

Estimated Budget/Method of Payment
Exhibit B-1

Item #	Description	Estimated Volume per Year	Unit Cost	Total Annual Cost (Est. Vol. X Unit Cost)
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Dentures				
1.	Model	1	\$ 12.00	\$ 12.00
2.	Bite Block	1	\$ 30.00	\$ 30.00
3.	Custom Tray	1	\$ 30.00	\$ 30.00
4.	Articulation	1	\$ 12.00	\$ 12.00
5.	Setup Full Upper	1	\$ 70.00	\$ 70.00
6.	Setup Full Lower	1	\$ 70.00	\$ 70.00
7.	Setup Partial Upper	1	\$ 60.00	\$ 60.00
8.	Setup Partial Lower	1	\$ 60.00	\$ 60.00
9.	Finish Full Upper	40	\$ 205.00	\$ 8,200.00
10.	Finish Full Lower	20	\$ 205.00	\$ 4,100.00
11.	Hard Night Guard	10	\$ 75.00	\$ 750.00
12.	Soft Night Guard	1	\$ 70.00	\$ 70.00
13.	Repairs (Acrylic)	31	\$ 68.00	\$ 2,108.00
14.	Repairs (Metal)	1	\$ 65.00	\$ 65.00
15.	Relines	18	\$ 80.00	\$ 1,440.00
16.	Rebases	1	\$ 80.00	\$ 80.00
17.	Partials - Acrylic (Bid on one to four teeth replaced and five and over for each of the following partials).			
17a.	*Acrylic Partial (one to four teeth with two wire clasps)	74	\$ 155.00	\$ 11,470.00
17b.	*Acrylic Partial (five and over with two wire clasps)	56	\$ 160.00	\$ 8,960.00
Subtotal Dentures (Total Annual Cost Column 1-16 & 17a-b)				\$ 37,587.00

Cast Metal Partial				
1.	Upper Frame	1	\$ 190.00	\$ 190.00
2.	Lower Frame	1	\$ 190.00	\$ 190.00
3.	Extra Clasp & Rest	1	\$ 35.00	\$ 35.00
4.	Extra Attachments	1	\$ 35.00	\$ 35.00
5.	Equiosie Technique	1	\$ 190.00	\$ 190.00
6.	Weld	1	\$ 35.00	\$ 35.00
7.	Wrought Wire	1	\$ 25.00	\$ 25.00
8.	Cu-Sil® Partial	1	\$ 190.00	\$ 190.00
Subtotal Cast Metal Partial (Total Annual Cost Column 1-8)				\$ 890.00

ADD: Total Annual Cost of Dentures and Cost Metal Partial	\$ 38,477.00
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Total Contract (Multiply Total Annual Cost x 2)	\$ 76,954.00
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Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of New Hampshire

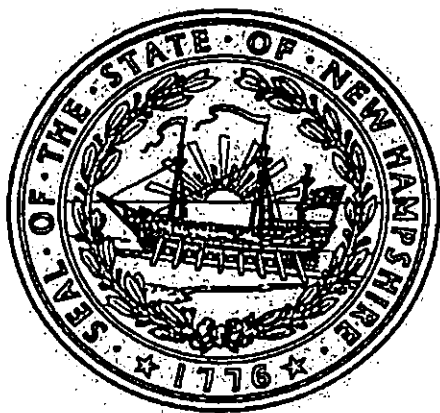
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOYCE DENTAL LABORATORY is a New Hampshire Trade Name registered to transact business in New Hampshire on January 11, 2010. 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: 624514

Certificate Number : 0004361647



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of January A.D. 2019.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: JOYCE DENTAL LABORATORY	Business ID: 624514
Business Type: Trade Name	Business Status: Active
Expiration Date: 1/11/2020	Last Renewal Date: Not Available
Business Creation Date: 01/11/2010	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 01/11/2010	
Principal Office 373 Court St, Laconia, NH, Address: 03246, USA	Mailing Address: NONE
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Dental laboratory	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

Name	Title	Address
Eric Joyce	Applicant	361 Court St, Laconia, NH, 03246, USA

Certificate of Authority # 6

(Sole Proprietor)

Sole Proprietor Certification of Authority

I, Eric Joyce, hereby certify that I am a Sole Proprietor
(Name)
of Eric Joyce d/b/a Joyce Dental Laboratory which is a tradename registered with the Secretary of
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business.

DATED: 12/13/2018

ATTEST: Eric Joyce Owner
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2019

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

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

PRODUCER Maheu Insurance 172 Union Ave Laconia NH 03246	CONTACT NAME: PHONE (603) 524-0753 FAX (603) 524-9283 E-MAIL gmaheu@maheuininsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: PROVIDENCE MUTUAL INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		BOP 0056588 09	03/07/2019	03/07/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

MANUFACTURE AND REPAIR FALSE TEETH

CERTIFICATE HOLDER

CANCELLATION

STATE OF NH DEPARTMENT OF CORRECTIONS
PO BOX 1806
CONCORD, NH 03302-1806

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

AUTHORIZED REPRESENTATIVE

Robert L. Maheu

<PD>

November 30, 2018

NH Department of Corrections
P.O. Box 1806
Concord, NH 03302-1806

Re: Workers' Compensation Insurance Requirement

To Whom It May Concern:

This is to request an exemption from the Worker's Compensation Insurance requirement. I am the sole owner, sole-proprietor, of my organization, Eric Joyce d/b/a Joyce Dental Laboratory, and I am not required to carry workers' compensation.

Thank you,

A handwritten signature in black ink, appearing to be 'EJ' or 'Eric Joyce', written in a cursive style.

Eric Joyce, Owner
Joyce Dental Laboratory
373 Court Street
Laconia, NH 03246

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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

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

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.

- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Eric Joyce
Name

ES
Signature

12/13/2018
Date

Domeno A. Shapiro
Witness Name

[Signature]
Signature

12/13/2018
Date

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

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

Eric Joyce
Name

[Signature]
Signature

12/13/2018
Date

Donato A. Shapiro
Witness Name

[Signature]
Signature

12/13/2018
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

Eric Jeyu
Name

[Signature]
Signature

12/13/2018
Date

Donna A. SHAPINO
Witness Name

[Signature]
Signature

12/13/2018
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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Helen E. Hanks
Commissioner

Robin Maddaus
Director

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): Eric Joya Date: 12/13/2018
(Name of Contract Signatory)

Signature: [Signature]
(Signature of Contract Signatory)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964
www.nh.gov/nhdac

William L. Wrenn
Commissioner

Robin H. Maddaus
Director

G&C

Pending

Approved: APRIL 5, 2017

Item # # 21

March 3, 2017

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

REQUESTED ACTION

VC# 258914

Authorize the New Hampshire Department of Corrections to enter into a contract with Eric Joyce d/b/a Joyce Dental Laboratory (VC# 156583), 373 Court Street, Laconia, NH 03246, in the amount of \$142,660.00 to provide Dental Laboratory Services for the New Hampshire Department of Corrections for the period beginning July 1, 2017 through June 30, 2019, effective upon Governor and Executive Council approval with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funds are available in the following account, *Medical-Dental*: 02-46-46-465010-8234-101-500728, as follows with the authority to adjust encumbrances in each State Fiscal year through the Budget Office, if necessary and justified. Funding for SFY 2018 and SFY 2019 is contingent upon the availability and continued appropriation of funds.

Eric Joyce d/b/a Joyce Dental Laboratory:			
Account:	Description:	SFY 2018	SFY 2019
02-46-46-465010-8234-101-500728	Medical and Dental	\$ 71,330.00	\$ 71,330.00
Total Contract			\$ 142,660.00

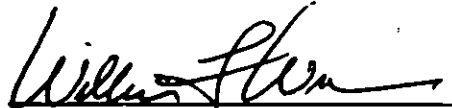
EXPLANATION

This contract is for the provision of Dental Laboratory Services for inmates and patients of the Northern Correctional Facility (NCF), Berlin, NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Concord, NH and the NH Correctional Facility for Women (NHCF-W), Goffstown, NH. These services include dental repairs, relines, rebases, mouth guards, dentures, acrylic partials and cast partials and are necessary to enable inmate and patients to receive proper nutrition and preventative dental care.

The RFP was posted on the New Hampshire Department of Corrections' website: <http://www.nh.gov/nhdac/business/rfp.html> for seven (7) consecutive weeks and notified ten (10) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting a proposal. In accordance to the Terms and Conditions of the RFP, the New Hampshire Department of Corrections awarded the contract to Eric Joyce d/b/a Joyce Dental Laboratory, in the amount of \$142,660.00.

This RFP was scored utilizing a consensus methodology by a four (4) 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, Division Director, Medical and Forensic Services, Bernie Campbell, BS, PT, Deputy Director, Medical and Forensic Services, Joyce Leeka, RHIA, Medical Operations Administrator, Medical and Forensic Services and Jennifer Lind, Contract/Grant Administrator, Administration.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read 'William L. Wrenn', is written over a horizontal line.

William L. Wrenn
Commissioner



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

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-785-2964
www.nh.gov/nhdoc

William L. Wrenn
Commissioner

Robin H. Maddaus
Director

**RFP Bid Evaluation and Summary
Dental Laboratory Services
NHDOC 17-02-GFMED**

Proposal Receipt and Review:

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

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 30 points
 - b. Organizational Capability – 50 points
 - c. Program Structure/Plan of Operation – 10 points
 - d. Financial Stability – 5 points
 - e. Qualitative References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 34 of NHDOC 17-02-GFMED 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, Financial Stability and Qualitative References are acceptable to the Department.

Evaluation Team Members:

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

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William L. Wrenn
Commissioner

Robin H. Maddaus
Director

RFP Scoring Matrix
Dental Laboratory Services
NHDOC 17-02-GFMED

Respondents:

- Eric Joyce d/b/a Joyce Dental Laboratory
373 Court Street, Laconia, NH 03246
- Burbank Dental Laboratory
2101 Floyd Street, Burbank, CA 91504

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
 1. Total Estimated Cost – 30 points
 2. Organizational Capability – 50 points
 3. Program Structure/Plan of Operation – 10 points
 4. Financial Stability – 5 points
 5. References – 5 points

NHDOC 17-02-GFMED RFP Scoring Matrix			
Evaluation Criteria	RFP Weight Point Value	Eric Joyce d/b/a Joyce Dental Laboratory	Burbank Dental Laboratory
Total Estimated Cost	30	26	30
Organizational Capability	50	50	48
Program Structure/Plan of Operation	10	10	8
Financial Stability	5	3	0
References	5	5	0
Total	100	94	86

Contract Award:

- Eric Joyce d/b/a Joyce Dental Laboratory
373 Court Street, Laconia, NH 03246

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William L. Wrenn
Commissioner

Robin H. Maddaus
Director

RFP Evaluation Committee Member Qualifications
Dental Laboratory Services
NHDOC 17-02-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/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.

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.

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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 Bachelor's of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.



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**William L. Wrenn
Commissioner**

**Robin H. Maddaus
Director**

**Dental Laboratory Services
Bidders List
NHDOC RFP 17-02-GFMED**

Amoskeag Dental Laboratory
35 Cinnamon Drive
Goffstown, NH 03045
(o) 603-497-8460
Teeth4u@comcast.net

Champagne Dental Labs
724 Route 28
Pembroke, NH 03275
(o) 603-210-2393

Burbank Dental Laboratory
2101 Floyd Street
Burbank, CA 91504
(o) 800-336-3053
bvartanian@burbankdental.com

Cook Dental Studio
147 Maple Street
Manchester, NH 03103
(o) 603-624-8806
[cgs@cookdental.net](mailto:cds@cookdental.net)
<http://cookdentalstudio.com>

DOS Dental Lab
21 Cricket Corner Road
Amherst, NH 03031
(o) 603-672-0908

F&H Dental Lab
56 Massabesic Street
Manchester, NH 03103
603-669-8104

Joyce Dental
373 Court Street
Laconia, NH 03246
603-524-2911
ebjoyce@hotmail.com

Lighthouse Dental Lab
55 Autumn Road
Hooksett, NH 03106
(o) 603-625-8855
laurie@thousedl.comcastbiz.net

Port City Dental Lab
230 Lafayette Road
Portsmouth, NH 03801
(o) 603-431-4613

Turner Dental Lab
101 Hall Street
Concord, NH 03301
(o) 603-225-3029
turnerdental@myfairpoint.net


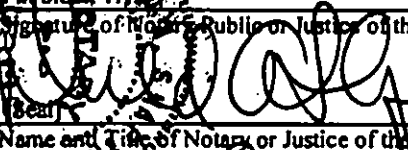
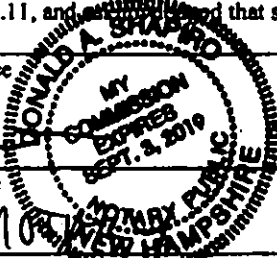

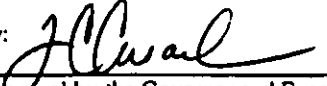
Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

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 New Hampshire Department of Corrections		1.2 State Agency Address PO Box 1806	
1.3 Contractor Name Eric Joyce d/b/a Joyce Dental Laboratory		1.4 Contractor Address 373 Court Street, Laconia NH 03246	
1.5 Contractor Phone Number (603) 524-2911	1.6 Account Number 02-46-46-465010-8234-101-500728	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$142,660.00
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Eric Joyce, Owner	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>HILLSBOROUGH</u> On <u>3/6/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Donald A. Shapiro</u> Notary Public 			
1.14 State Agency Signature 		1.14 Name and Title of State Agency Signatory Date: <u>3/6/17</u> William L. Wrenn, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/13/17</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 Dental Laboratory Services for the inmates, patients and adjudicated population within the New Hampshire Department of Corrections correctional system.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2019, with an option to renew for an 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. Location of Services:

3.1. Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU) and, NH Correctional Facility for Women (NHCF-W), Goffstown, NH which are marked with an "X" below:

Northern Region – Northern NH Correctional Facility by Service Location			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern – Southern NH Correctional Facility by Service Locations			
X	NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
X	Secure Psychiatric Unit (SPU)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women – (NHCF-W)	317 Mast Road	Goffstown, NH 03045

3.2. Partial Proposals for requested services for the Northern and Southern Regional Area shall not be accepted.

3.3. Proposals that reduce the NH Department of Corrections current functions shall not be accepted.

3.4. 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.

3.5. 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:

3.5.1. Give the Contractor fourteen (14) days written notice of the proposed change; and

3.5.2. Secure the Contractor's written agreement to the proposed changes.

3.6. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

4. Current Inmate/Patient/non-Adjudicated Resident Population as of 10/14/2016:

NH Department of Corrections Current Population		
Northern NH Correctional Facility (NCF)	Berlin, NH 03570	646
NH State Prison for Men – (NHSP-M)	Concord, NH 03301	1413
Secure Psychiatric Unit (SPU) / Residential Treatment Unit (RTU)	Concord, NH 03301	65
NH Correctional Facility for Women – (NHCF-W)	Goffstown, NH 03045	140
Community Corrections	Concord, Manchester	313
Current Inmate/Patient/non-Adjudicated Resident Population:		2577

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5. Description of Services, Location, and Duration:

- 5.1 The Contractor shall provide full Dental Laboratory Services to include but not limited to:
 - 5.1.1. Relines;
 - 5.1.2. Rebases;
 - 5.1.3. Repairs (acrylic);
 - 5.1.4. Mouth Guards (hard);
 - 5.1.5. Dentures (full);
 - 5.1.6. Acrylic Partial (clasp-less, wire clasps); and
- 5.2. Laboratory cases (dentures, models, partials, impressions, wax bites & denture set-ups) shall be picked up at:
 - 5.2.1. NH State Prison for Men (NHSP-M)
- 5.3. Regular cases are to be returned within ten (10) working days.
- 5.4. Relines or Rebases are to be returned to the NH Department of Corrections prospective location within two (2) days.
 - 5.4.1. Work needing to be redone to the Dentist's specifications (until the specifications are met) will be at no cost to the NH Department of Corrections.
 - 5.4.2. NH Department of Corrections staff may conduct periodic quality reviews.
 - 5.4.3. If quality is found to be lacking (i.e. poor fit, poor esthetics, defects in materials or workmanship) or if the percentage of work needing to be redone exceeds ten percent (10%), the NH Department of Corrections may cancel the Contract. Vendors will have one (1) month to comply with these standards.
 - 5.4.4. All materials (denture teeth, acrylics, and wrought wire) are to be of quality consistent with American Dental Association (ADA) specifications.
 - 5.4.5. Infection Control Program is to be used by the contract service provider in accordance with American Dental Association standards.

6. General Service Provisions:

- 6.1. Contractor Tools and Equipment: The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers, and vehicles the Contractor needs to provide the required services must 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.
- 6.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 6.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 6.4. Licenses, Credentials, Certificates: The Contractor shall ensure that the presenter and any staff members meet the requirements of the State. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the required services.
- 6.5. 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.

- 6.6. **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 the NH Department of Corrections of the name, title, address, telephone and fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 6.6.1. 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.
- 6.6.2. 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.
- 6.6.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Division Director, Medical & Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302
- 6.7. **Contractor Liaison's Responsibilities:**
- 6.7.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 6.7.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 6.7.3. 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
- 6.7.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.8. **NH Department of Corrections Contract Liaison Responsibilities:** The NH Department of Corrections' Commissioner, 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. Responsibilities of the NH Department of Corrections representative are:
- 6.8.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;
- 6.8.2. Monitoring compliance with the terms of the Contract;
- 6.8.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;
- 6.8.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
- 6.8.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.

- 6.9. **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:
- 6.9.1. Monthly summary of the cost of services;
 - 6.9.2. Breakdowns of billings, monthly; and
 - 6.9.3. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets our needs.
- 6.10. **Performance Evaluation:** NH Department of Corrections shall, at its sole discretion:
- 6.10.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract;
 - 6.10.2. 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
 - 6.10.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.
- 6.11. **Performance Measures:** Quality Control Procedures will be identified by NH Department of Corrections and the Contractor in order to monitor the Contract and measure compliance with appropriate dental procedures relative to fabrication of dental appliances.
- 6.11.1. Request additional reports and/or reviews the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract.
 - 6.11.2. Perform periodic programmatic and financial reviews of the Contractor's performance of responsibilities. This may include, but is not limited to, on-site inspections and audits by NH Department of Corrections; or its agent of the Contractor's records. The audits may, at a minimum, include a review of the following:
 - 6.11.2.1. Claims and financial administration;
 - 6.11.2.2. Program operations;
 - 6.11.2.3. Financial reports; and
 - 6.11.2.4. Staff qualifications.
 - 6.11.3. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
 - 6.11.4. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - 6.11.4.1. Not in compliance with the terms of the Contract;
 - 6.11.4.2. Has lost or has been notified of intention to lose their accreditation and/or licensure;
 - 6.11.4.3. Has lost or has been notified of intention to lose their federal certification and/or licensure; or
 - 6.11.4.4. Terminate the Contract as otherwise permitted by law.
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, and any renewal Contracts thereof, 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 his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.
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 for Proposal (RFP), any addendums and any amendments thereto;
 - 9.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 9.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds," after careful consideration of all of the terms and conditions, and that 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 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) day notice of said cancellation.

11. Contractor Transition:

NH Department of Corrections, at its discretion, for 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.

13. Additional Items/Locations:

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

14. 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/1/9-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.

15. Special Notes:

- 15.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 15.2. 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.
- 15.3. The NH Department of Corrections shall not be held liable for relocation expenses associated with the potential possibility of changes to the training site venue and shall survive the life of the Contract and any renewals thereof.
- 15.4. Partial Proposals for the requested Dental Laboratory services for the NH Department of Corrections shall not be accepted.
- 15.5. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 15.6. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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**Estimated Budget/Method of Payment
Exhibit B**

2. Estimated Budget:

Item #	Description	Estimated Volume per Year	Unit Cost	Total Annual Cost (Est. Vol. x Unit Cost)
Dentures				
1.	Model	1	\$ 12	\$ 12
2.	Bite Block	1	\$ 30	\$ 30
3.	Custom Tray	1	\$ 30	\$ 30
4.	Articulation	1	\$ 12	\$ 12
5.	Setup Full Upper	1	\$ 70	\$ 70
6.	Setup Full Lower	1	\$ 70	\$ 70
7.	Setup Partial Upper	1	\$ 60	\$ 60
8.	Setup Partial Lower	1	\$ 60	\$ 60
9.	Finish Full Upper	81	\$ 205	\$ 16,605
10.	Finish Full Lower	41	\$ 205	\$ 8,405
11.	Hard Night Guard	10	\$ 75	\$ 750
12.	Soft Night Guard	1	\$ 70	\$ 70
13.	Repairs (Acrylic)	62	\$ 68	\$ 4,216
14.	Repairs (Metal)	1	\$ 65	\$ 65
15.	Relines	18	\$ 80	\$ 1,440
16.	Rebases	1	\$ 80	\$ 80
17.	Partials - Acrylic (Bid on one to four teeth replaced and five and over for each of the following partials). *Acrylic Partial (one to four teeth with two wire clasps)	147	\$ 155	\$ 22,785
17b.	*Acrylic Partial (5 teeth and over with two wire clasps)	98	\$ 160	\$ 15,680
Subtotal Dentures (Total Annual Cost Column 1-16 & 17a-b)				\$ 70,440
Cast Metal Partial				
1.	Upper Frame	1	\$ 190	\$ 190
2.	Lower Frame	1	\$ 190	\$ 190
3.	Extra Clasp & Rest	1	\$ 35	\$ 35
4.	Extra Attachments	1	\$ 35	\$ 35
5.	Equiposic Technique	1	\$ 190	\$ 190
6.	Weld	1	\$ 35	\$ 35
7.	Wrought Wire	1	\$ 25	\$ 25
8.	Cu-SiK® Partial	1	\$ 190	\$ 190
Subtotal Cast Metal Partial (Total Annual Cost Column 1-8)				\$ 890
ADD: Total Annual Cost of Dentures and Cast Metal Partial				\$ 71,330
Total Contract (Multiply Total Annual Cost x 2)				\$ 142,660

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3. Method of Payment:

- 3.1. Contractor shall provide itemized invoices, commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 3.2. Original invoices shall be sent to the NH Department of Corrections, Division of Medical/Forensic Services, and Attn: Medical & Forensic Operations Administrator, PO Box 1806, Concord, NH 03302-1806 for approval.
- 3.3. Once approved, original invoices shall be forwarded to the Department's Bureau of Financial Services for processing.
- 3.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NH Department of Corrections and Contract Terms and Conditions and Estimated Budget/Method of Payment, Exhibit B.
- 3.5. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
Invoice date & number;
 - 3.5.1 Quantity and description of services rendered;
 - 3.5.2. Dates of said service(s);
 - 3.5.3. Cost of services;
 - 3.5.4. Inmate/Patient name and number; and
 - 3.5.5. Itemized service/product total charge per service/product type.
- 3.6. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.
- 3.7. Contractor errors resulting in service and/or product charge shall be at the expenses of the Contractor to include:
 - 3.7.1. Delivery of incorrect product requested/ordered by NH Department of Corrections;
 - 3.7.2. Replacement of faulty product;
 - 3.7.3. Shipping and handling charges;
 - 3.7.4. Gasoline surcharges; and
 - 3.7.5. Any related travel expenses for Contractor's personnel to facilities.
- 3.8. 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.
- 3.9. 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 June 30, 2018.

4. Appropriation of Funding:

- 4.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 4.1.2. The requirements stated in this paragraph shall apply to any amendment 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.

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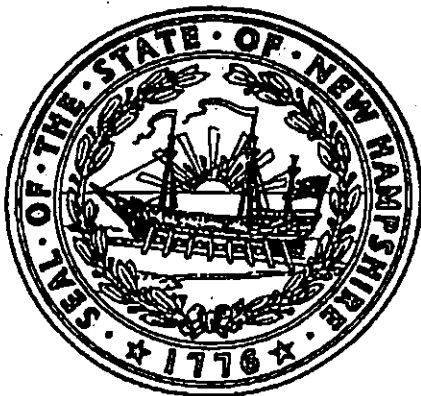
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOYCE DENTAL LABORATORY is a New Hampshire Trade Name registered to transact business in New Hampshire on January 11, 2010. 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: 624514



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of November A.D. 2016.

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

William M. Gardner
Secretary of State

NEW HAMPSHIRE
Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 2/24/2017
(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Joyce Dental Laboratory	Legal

Trade Name - Domestic - Information

Business ID:	624514
Status:	Active
Entity Creation Date:	1/11/2010
Principal Office Address:	373 Court St. Laconia NH 03246
Principal Mailing Address:	No Address
[Name Not Available]	[Address Not Available]

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

Certificate of Authority # 6

(Sole Proprietor)

Sole Proprietor Certification of Authority

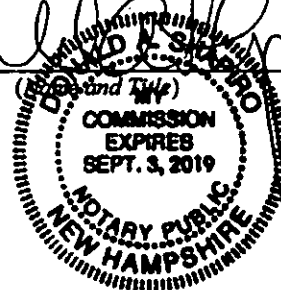
I, Eric Joyce, hereby certify that I am a Sole Proprietor
(Name)
of Joyce Dental Laboratory which is a tradename registered with the Secretary of
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business.

DATED: 11/17/2016

ATTEST: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Maheu Insurance 172 Union Ave Laconia NH 03248	CONTACT NAME: PHONE (603) 524-0753 FAX (603) 524-8283 E-MAIL: gmaheu@maheulninsurance.com ADDRESS:
INSURED JOYCE, ERIC DBA JOYCE DENTAL LABORATORY 373 COURT ST LACONIA NH 03248	INSURER(S) AFFORDING COVERAGE INSURER A: PROVIDENCE MUTUAL INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **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.

NR	LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		BOP 0056588 08	03/07/2017	03/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

MANUFACTURE AND REPAIR FALSE TEETH

CERTIFICATE HOLDER

CANCELLATION

STATE OF NH DEPARTMENT OF CORRECTIONS
 PO BOX 1806
 CONCORD, NH 03302-1806

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

AUTHORIZED REPRESENTATIVE

Robert L. Maheu

PD

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February 27, 2017

**NH Department of Corrections
PO Box 1806
Concord, NH 03302-1806**

RE: Worker's Compensation Insurance Requirement

To Whom It May Concern:

This is to request an exemption from the Worker's Compensation Insurant requirement. I am the sole owner, sole-proprietor of my organization, Eric Joyce d/b/a Joyce Dental Laboratory, and I am not required to carry workers' compensation.

Thank You,

**Eric Joyce, Owner
Joyce Dental Laboratory
373 Court Street
Laconia, NH 03246**

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

Comprehensive General Liability Insurance Acknowledgement Form

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

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

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


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

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

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

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

\$ 1,000,000 Per Claim \$ 1,000,000 Per Incident/Occurrence \$ 2,000,000 General Aggregate

 Owner
Signature & Title

11/17/2016
Date

This acknowledgement must be returned with your proposal.

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.


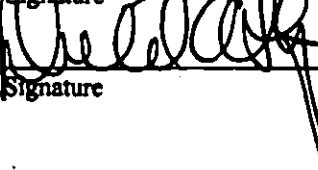
COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

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.

<u>Eric Joyce</u> Name	<u></u> Signature	<u>11/17/2016</u> Date
<u>Danilo A. Shapiro</u> Witness Name	<u></u> Signature	<u>11/17/2016</u> Date

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

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

Eric Joyce
Name

E
Signature

11/17/2016
Date

Donald A. Marino
Witness Name

[Signature]
Signature

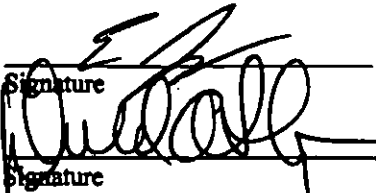
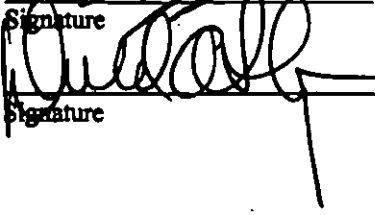
11/17/2016
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

<u>Eric Joyce</u> Name	<u></u> Signature	<u>11/17/2016</u> Date
<u>Dominic A. Scalino</u> Witness Name	<u></u> Signature	<u>11/17/2016</u> Date

EP



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-785-2964

William L. Wrenn
Commissioner

Doreen Wittenberg
Director

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): Eric Joyce Date: 11/17/2016
(Name of Contract Signatory)

Signature: [Signature]
(Signature of Contract Signatory)

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
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TDD Access: 1-800-785-2964

William L. Wrenn
Commissioner

Robin H. Maddaus
Director

ADDENDUM # 1 to NHDOC RFP 17-02-GFMED

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

RFP: 17-02-GFMED Dental Laboratory Services

- (1) Addendum Descriptor: Change/Correction/Clarification: Request for Proposal, Terms and Conditions, Section 14. Other Contractual Documents Provided by the NH Department of Corrections, page 5 of 27:

Delete: "The State Long Form Contract, form P-37 (v. 5/8/15); Certificates of Authority/Vote; Comprehensive General Liability Insurance Acknowledgement Form; Alternate W-9 Form; and Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement are located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>."

Insert: "The State Long Form Contract, form P-37 (v. 5/8/15); Certificates of Authority/Vote; Comprehensive General Liability Insurance Acknowledgement Form; Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement; PREA Contractor Acknowledgement Form and Alternate W-9 Form are located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>."

- (2) Addendum Descriptor: Change/Correction/Clarification: Request for Proposal, Terms and Conditions, Section 37. Special Notes, page 10 of 27:

Insert 37.11: "Vendor must 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. Vendor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit."

- (3) Addendum Descriptor: Change/Correction/Clarification: Proposal Check Sheet, page 14 of 27:

Insert PREA Contractor Acknowledgment Form Checkbox: "☐ PREA Contractor Acknowledgment Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm" after Administrative Rules, Rules of Conduct and Confidentiality of Information Forms http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

- (4) Addendum Descriptor: Change/Correction/Clarification: Scope of Services, Exhibit A, Section 15. Special Notes, page 21 of 27:

Insert 15.7: "Contractor must 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."

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