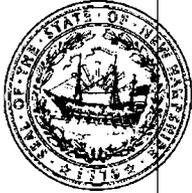


DW

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

William L. Wrenn  
Commissioner

Doreen Wittenberg  
Director

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

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

February 10, 2016

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Corrections to exercise an option to renew a contract, Amendment Agreement # 1, with Correctional Eyecare Network Services, Inc. d/b/a Troy Correctional Eyecare Network Services (VC # 164501), 2 Middlesex Road, East Greenbush, NY 12061 to increase the contract amount by \$116,549.60 from \$174,824.40 to \$291,374.00 for the provision of On-Site Optometry Services for the NH Department of Corrections from July 1, 2016 through June 30, 2018 effective upon Governor and Executive Council approval. The original contract, Agreement 2013-45, was approved by Governor and Executive Council on April 3, 2013, Item # 45. 100% General Funds

Funding for this contract is 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 SFY 2018 is contingent upon the availability and continued appropriation of funds.

Correctional Eyecare Network Services, Inc. d/b/a Troy Correctional Eyecare Network Services				
Account	Description	SFY 2014-2016	SFY 2017	SFY 2018
02-46-46-465010-8234-101-500729	Medical and Dental	\$174,824.40	\$58,274.80	\$58,274.80
Total Contract Amount:				\$291,374.00

**EXPLANATION**

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

Respectfully Submitted,

William L. Wrenn  
Commissioner



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

**William L. Wrenn  
Commissioner**

**Doreen Wittenberg  
Director**

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

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

**AMENDMENT AGREEMENT # 1**

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and CORRECTIONAL EYECARE NETWORK SERVICES, INC. D/B/A TROY CORRECTIONAL EYECARE NETWORK SERVICES ("Contractor"), a New York Corporation with a place of business at 2 Middlesex Road, East Greenbush, NY 12061.

WHEREAS, the State and Contractor entered into an agreement with an effective date of April 3, 2013 for On-Site Optometry Services, Agreement 2013-45 ("Agreement").

WHEREAS, the State and Contractor have agreed to make changes to the Completion Date, Price Limitation and Scope of Services of the Agreement; and

WHEREAS, the parties agree to increase the price limitation; and

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

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 follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2018";
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "\$291,374.00" a total increase of \$116,549.60;
3. To amend the Scope of Services, Exhibit A, Section 19, Paragraph 19.6., page 22 of 29, by inserting: "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."; and
4. That all other provisions of the Agreement shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.**

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: On-Site Optometry Services Agreement 2013-45.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: [Signature]  
Name: William L. Wrenn  
Title: Commissioner  
Date:

CORRECTIONAL EYECARE NETWORK SERVICES, INC. D/B/A TROY CORRECTIONAL EYECARE NETWORK SERVICES

By: [Signature]  
Name: Edward Berger, OD  
Title: President  
Date:

STATE OF New York

COUNTY OF Rensselaer

On this 26<sup>th</sup> day of Jan., 20 16, before me, \_\_\_\_\_, the undersigned officer,

personally appeared Edward Berger OD, 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  
DEBORAH MASON  
Notary Public, State of New York  
Qualified in Rensselaer County  
No. 4815654  
Commission Expires September 30, 2018

My Commission Expires: 9/30/18

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

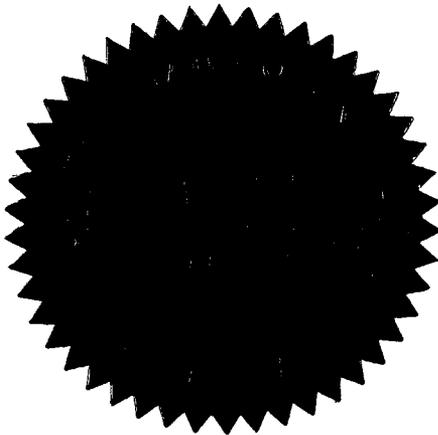
2/16/16  
Date

Approved by the N.H. Governor and Executive Council \_\_\_\_\_ Date \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Correctional Eyecare Network Services, Inc. doing business in New Hampshire as Troy Correctional Eyecare Network Services, a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on August 29, 2005. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10<sup>th</sup> day of February, A.D. 2016

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

William M. Gardner  
Secretary of State

NEW HAMPSHIRE

**Corporation Division**

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[Name Availability](#)  
[Name Appeal Process](#)

**Date:** 2/10/2016**Filed Documents**

(Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
Troy Correctional Eyecare Network Services	Legal
Correctional Eyecare Network Services, Inc.	Home State

**Corporation - Foreign - Information**

<b>Business ID:</b>	543188
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	8/29/2005
<b>State of Business.:</b>	NY
<b>Principal Office Address:</b>	95 Brewery Lane Portsmouth NH 03801
<b>Principal Mailing Address:</b>	2 Middlesex Road East Greenbush NY 12061
<b>Last Annual Report Filed Date:</b>	1/26/2016 12:00:59 PM
<b>Last Annual Report Filed:</b>	2016

**Registered Agent**

<b>Agent Name:</b>	Arvidson, Dwight
<b>Office Address:</b>	123 Market St Front Portsmouth NH 03801

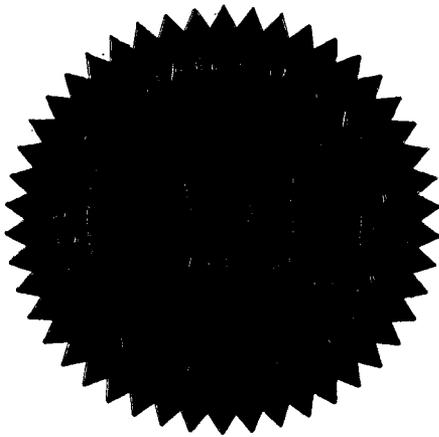
**Mailing Address:**

**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.

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 Troy Correctional Eyecare Network Services is a New Hampshire trade name registered on August 29, 2005 and that Correctional Eyecare Network Services, Inc. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10<sup>th</sup> day of February, A.D. 2016

William M. Gardner  
Secretary of State

NEW HAMPSHIRE

## Corporation Division

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[File Online](#)  
[Guidelines](#)  
[Name Availability](#)  
[Name Appeal Process](#)

Date: 2/10/2016

## Filed Documents

(Annual Report History, View Images, etc.)

## Business Name History

Name	Name Type
Troy Correctional Eyecare Network Services	Legal
Corrèctional Eyecare Network Services, Inc.	Home State

## Trade Name - Domestic - Information

<b>Business ID:</b>	543186
<b>Status:</b>	Active
<b>Entity Creation Date:</b>	8/29/2005
<b>Principal Office Address:</b>	95 Brewery Lane Portsmouth NH 03801
<b>Principal Mailing Address:</b>	2 Middlesex Road East Greenbush NY 12061
<b>[Name Not Available]</b>	<b>[Address Not Available]</b>

**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 # 1**

*(Corporation of LLC- Non-specific, open-ended)*

**Corporate Resolution**

I, Lee Ann Welch, hereby certify that I am duly elected Clerk/Secretary of  
*(Name)*

Correctional Eyecare Network Services, Inc. d/b/a  
Troy Correctional Eyecare Network Services

\_\_\_\_\_ . I hereby certify the following is a true copy of a  
*(Name of Corporation or LLC)*

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

26, 20 16 at which a quorum of the Directors/shareholders were present and voting.  
*(Day) (Year)*

**VOTED:** That Ed Berger, OD, President (may list more than one person) is duly authorized to  
*(Name and Title)*

enter into contracts or agreements on behalf of Correctional Eyecare Network Services, Inc. d/b/a  
Troy Correctional Eyecare Network Services with  
*(Name of Corporation or LLC)*

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

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

**DATED:** 1-26-16

**ATTEST:** Lee Ann Welch *clerk*  
*(Name and Title)*



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

William L. Wrenn  
Commissioner

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

Doreen Wittenberg  
Director

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

PRISON RAPE ELIMINATION ACT  
ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

Name (print): Edward Bergeron Date: 1/26/2016  
(Name of Contract Signatory)

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/27/2016

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

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

<b>PRODUCER</b> Haylor Freyer & Coon, Inc. 1402 Washington Street PO Box 6720 Watertown NY 13601	<b>CONTACT NAME:</b> Julie Dillenback <b>PHONE (A/C, No, Ext):</b> 315-800-1777 <b>E-MAIL ADDRESS:</b> jdillenback@Haylor.com		<b>FAX (A/C, No):</b> 315-703-7662
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Correctional Eye Care Network Troy Correctional Eyecare Network Services Services Inc. 2 Middlesex Road East Greenbush NY 12061	<b>CORRECTION</b>		<b>INSURER A:</b> Citizens Ins. Co. of America 31534
			<b>INSURER B:</b> Allmerican Financial/Hanover (Fairw) 10212
			<b>INSURER C:</b> Hanover Insurance Company 22292
			<b>INSURER D:</b> Wesco Insurance Company 61409
			<b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 1347763199

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OHS489935107	12/16/2015	12/16/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AWS8772798	6/28/2015	6/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			OHS469935107	12/16/2015	12/16/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHS469933507	12/16/2015	12/16/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	NYS DBL			89100223906	7/1/2015	7/1/2016	Statutory Limits

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

Blanket additional insured ends applies per form 391-1006 incl primary non contributory wording

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Department of Corrections  
 PO Box 1806 RM 327  
 Concord NH 03302

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2016

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

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

<b>PRODUCER</b> Russell Bond & Co., Inc 295 Main Street Suite 866 Buffalo NY 14203	<b>CONTACT NAME</b> _____
	<b>PHONE (A/C No, Ext)</b> _____ <b>FAX (A/C No)</b> _____ <b>E-MAIL ADDRESS</b> _____
<b>INSURED</b> Correctional Eye Care Network Services Inc 2 Middlesex Road East Greenbush NY 12061	<b>INSURER(S) AFFORDING COVERAGE</b> _____ <b>NAIC #</b> _____ INSURER A Allied World Surplus Lines Insurance Company 24319 INSURER B _____ INSURER C _____ INSURER D _____ INSURER E _____ INSURER F _____

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

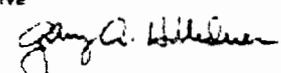
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDRESS		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		INSR	WVO				
	GENERAL LIABILITY						
	AUTOMOBILE LIABILITY						
	UMBRELLA LIAB						
	EXCESS LIAB						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				
A	Malpractice Liability			03090783	07/01/2015	07/01/2016	\$2,000,000 Each Claim \$4,000,000 Aggregate

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

Evidence of Coverage Only

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Department of Corrections PO Box 1806 RM 327 Concord NH 03302	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE 
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ESM



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

William L. Wrenn  
Commissioner

Bob Mullen  
Director

P.O. BOX 1806

CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639

TDD Access: 1-800-735-2964

February 20, 2013

G & C

Pending \_\_\_\_\_

Approved APRIL 3, 2013

Item # # 45

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Corrections to enter into a contract with Correctional Eyecare Network Services, Inc. d/b/a Troy Correctional Eyecare Network Services (VC # 164501), 2 Middlesex Road, East Greenbush, NY 12061 in the amount of \$174,824.40 to provide On-Site Optometry Services for the NH Department of Corrections from July 1, 2013 through June 30, 2016 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

Funding for this contract is 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 SFY 2014, 2015 & 2016 is contingent upon the availability and continued appropriation of funds.

Correctional Eyecare Network Services, Inc. d/b/a Troy Correctional Eyecare Network Services					
Account	Description	SFY 2014	SFY 2015	SFY 2016	
02-46-46-465010-8234-101-500729	Medical and Dental	\$58,274.80	\$58,274.80	\$58,274.80	
Total Contract Amount:				\$174,824.40	

**EXPLANATION**

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

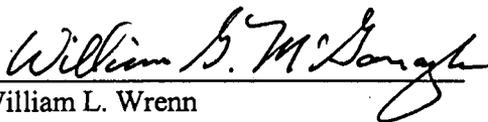
The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for eight (8) consecutive weeks and notified four (4) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor, the incumbent, responded by submitting their proposal. In accordance to the Terms and Conditions of the RFP, the New Department of

Corrections awarded the contract to the only bidder, in the amount of \$174,824.40, to Correctional Eyecare Network Services, Inc. d/b/a Troy Correctional Eyecare Network Services.

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

The respondent, Correctional Eyecare Network Services, Inc. d/b/a Troy Correctional Eyecare Network Services, level funded the unit costs for the required services relative to the 2009 09-15-GFMED On-Site Optometry Services RFP response.

Respectfully Submitted,

  
for William L. Wrenn  
Commissioner



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

**William L. Wrenn  
Commissioner**

**Bob Mullen  
Director**

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

**On-Site Optometry Services  
RFP Scoring Matrix  
NHDOC 13-03-GFMED**

Respondents:

- Correctional Eyecare Network Services, Inc. d/b/a Troy Correctional Eyecare Network Services  
2 Middlesex Road, East Greenbush, NY 12061

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
  1. Cost – 40 points
  2. Organizational Resources and Capability – 25 points
  3. Program Structure/Plan of Operation - 20 points
  4. Financial Stability – 10 points
  5. References: (5 points)

<b>NHDOC 13-03-GFMED RFP Scoring Matrix</b>			
	<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Correctional Eyecare Network Services, Inc. d/b/a Troy Correctional Eyecare Network Services</i>
	Total Estimated Cost	40	40
	Organizational Resources and Capability	25	25
	Program Structure/Plan of Operation	20	20
	Financial Stability	10	9
	References	5	5
	<b>Total</b>	<b>100</b>	<b>99</b>

Contract Award:

Correctional Eyecare Network Services, Inc. d/b/a Troy Correctional Eyecare Network Services  
2 Middlesex Road, East Greenbush, NY 12061



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

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

**William L. Wrenn  
Commissioner**

**Bob Mullen  
Director**

**On-Site Optometry Services  
RFP Bid Evaluation and Summary  
NHDOC 13-03-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 – 40 points
  - b. Organizational Resources and Capability – 25 points
  - d. Program Structure/Plan of Operation – 20 points
  - e. Financial Stability – 10 points
  - f. 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 13-03-GFMED RFP.
  - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Ability to Provide Services, Financial Stability, Organizational Resources and Capability and Proof of Active Licensure are acceptable to the Department.

Evaluation Team Members:

- a. Helen Hanks, Director, Medical/Forensic Services, NH Department of Corrections
- b. Kim MacKay, Deputy Director, Medical/Forensic Services, NH Department of Corrections
- c. Joyce Leeka, Operations Administrator, Medical/Forensic Services, NH Department of Corrections
- d. Jennifer Lind, Contract/Grant Administrator, Administration, NH Department of Corrections

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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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**William L. Wrenn  
Commissioner**

**Bob Mullen  
Director**

**On-Site Optometry Services  
RFP Evaluation Committee Member Qualifications  
NHDOC 13-03-GFMED**

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

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

**Kim MacKay, Deputy Director, MS, Medical/Forensic Services:**

Ms. MacKay has served as the Deputy Director of the Medical & Forensic Services Division since December 2012. Ms. MacKay's primary responsibility is to administer and supervise all treatment services for the Director of Medical & Forensic Services to include medical, behavioral and support services. Prior to Ms. MacKay's promotion to the Deputy Director position, she held the position of Administrator of Programs for the Department. Prior to her employment with the Department, Ms. MacKay held the position of Deputy Administrator at the Glencliff Home for three years and Director of Social Services at the Speare Memorial Hospital for fourteen years. Ms. MacKay received her Bachelor's of Science in Behavioral Science from Granite State College and a Master's of Science in Community Psychology from Springfield College. Ms. MacKay's professional goal is to infuse the two work experience fields, social work and corrections, to build on a strengths-based perspective.

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

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

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

Ms. Lind has served as the Contract and Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting

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and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her 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**

**Bob Mullen  
Director**

**On-Site Optometry Services  
Bidders List  
NHDOC 13-03-GFMED**

**Correctional Eyecare Network Services, Inc. d/b/a  
Troy Correctional Eyecare Network Services**

2 Middlesex Road  
East Greenbush, NY 12061  
Edward Berger OD, President  
518-479-4722  
[dreberger@aol.com](mailto:dreberger@aol.com)

**Institutional Eyecare**  
41 South Third Street  
Lewisburg, PA 17837  
Jeffrey Lose OD, Owner  
570-523-3493  
[Eyecare@sunlink.net](mailto:Eyecare@sunlink.net)

**New England Eye Specialists**  
50 Nashua Road  
Londonderry, NH 03053  
Adam Beck, OD, President  
603-421-0095  
[Adambel@hotmail.com](mailto:Adambel@hotmail.com)

**Realeyes Eye Care, LLC**  
47 B Polquin Drive  
Conway, NH 03818  
Randy Sponseller, President  
888-406-2155  
[rspons@gmail.com](mailto:rspons@gmail.com)  
[randy@realeyeseyecare.com](mailto:randy@realeyeseyecare.com)

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

Subject:

Optometry Services

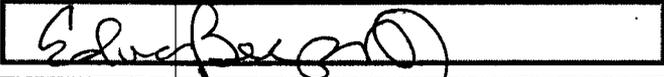
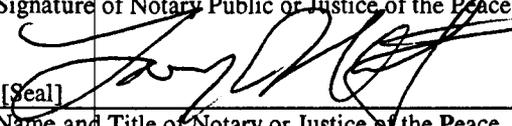
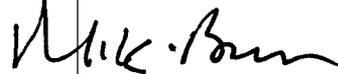
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address PO Box 1806, Concord, NH 03302	
1.3 Contractor Name Correctional Eyecare Network Services, Inc. dba Tray Correctional Eyecare Network Services		1.4 Contractor Address 2 Middlesex Road, East Greenbush, NY 12061	
1.5 Contractor Phone Number 518-479-4722	1.6 Account Number 02-46-46-465010-8234 101-500729	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$174,824.40
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 Edward Berger, OD	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Rensselaer</u> On <u>12/13/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		LARRY P. KIVITZ Notary Public, State of New York No. 4764886 Qualified in Albany County Commission Expires April 30, 2014	
1.13.2 Name and Title of Notary or Justice of the Peace Larry Kivitz, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3/7/13			
1.18 Approval by the Governor and Executive Council By:  DEPUTY SECRETARY OF STATE APR 03 2013			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials

Date

  
12/13/12

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Handwritten signature and date: 12/13/12

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

**1. Purpose:**

The purpose of this Request for Proposal is to provide on-site optometry services. These services shall include, but are not limited to, optometry examinations, repair of eyeglasses, parts and materials for new eyeglasses as needed for the inmates/patients of the NH Department of Corrections.

**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 7/1/2013 or upon approval of the Governor and Executive Council of the State of New Hampshire whichever is later through 6/30/2016 with an option to renew for one (1) additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

**3. Location of Facilities:**

3.1. Location of Facilities for services to be provided is marked with an "X" below:

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

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

3.3. Locations may be added and/or deleted or reassigned to alternate facilities after the award of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.

3.4. Partial proposals for services of any regional area shall not be accepted.

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

4.1. It is the policy of the NH Department of Corrections to provide inmates/patients access to Optometry services.

4.2. A NH State licensed Optometrist will perform all Optometry services.

4.3. Clinics will be required for eye exams/special procedures at a minimum of fifteen (15) exams to a maximum of twenty-five (25) exams per clinic Monday-Friday on a mutually agreed time per facility.

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

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

**Scope of Services  
Exhibit A**

Clinical Requirements per Facility					
Correctional Facility	Average Clinic per Month	Average Clinic per Quarter	Maximum Clinics per Year	Maximum Exams per Clinic	Maximum Exams per Contract Year
Northern Correctional Facility	1		12	25	300
NH State Prison for Men	2		24	22	528
NH State Prison for Women		1	4	25	100
<b>Total Basic Exams</b>					<b>928</b>

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

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

**Scope of Services  
Exhibit A**

- 4.13. Optical services shall include but are not limited to:
- 1.4.13.1. accurate measuring for frame size, bifocal/trifocal heath and evaluation as specific medical and/or occupational needs require;
  - 1.4.13.2. final fitting and adjustments of eyewear and instructions for proper usages;
  - 1.4.13.3. minor repairs on-site (example: screw replacement);
  - 1.4.13.4. completion of eyeglass order form (provided by the NH Department of Corrections).
- 4.14. The Vendor(s) to work collaboratively with the NH Department of Corrections regarding scheduling requirements and required forms used for exams, scheduling and billing.
- 5. Total Populations for all relevant NH Department of Corrections Facilities:**
- 5.1. Gender Based Populations: (NOT APPLICABLE); and
  - 5.2. Locations Based Populations: (NOT APPLICABLE).
- 6. Reporting Requirements:**
- The Vendor 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:
- 6.1. Monthly summary of services provided by inmate/patient, and/or;
  - 6.2. Monthly summary of services provided by facility, or regional areas, and/or;
  - 6.3. Monthly summary of services provided by product; and/or
  - 6.4. Any information requested that would be specific to the NH Department of Corrections inmates/patients only.
- 7. General Service Provisions:**
- 7.1. Tools and Equipment: Any and all 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.
  - 7.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections and with all statutes, laws, regulations and orders of the Federal, State, County or Municipal authorities that impose any obligation or duty upon the Contractor.
  - 7.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to change the Contract, this provision will require Governor and Executive Council approval.
  - 7.4. Contractor Employee Information: The Contractor shall be responsible for performing a criminal background check on all potential Contractor employees assigned by the Contractor to provide services to NH Department of Corrections patients and/or inmates. No individual convicted of a felony or misdemeanor shall be permitted to provide optometry services. Written proof of such criminal background checks shall be provided to the NH Department of Corrections upon request during the life of the Contract. The Contractor shall be responsible for providing a written certification attesting the background check was completed and meets the terms stated above. If a potential Contractor employee has a relative currently incarcerated, they may not be appointed without prior approval of the NH Department of Corrections. This policy applies for the duration of the Contract and any renewals thereof.
  - 7.5. Licenses, Credential and Certificates: The Contractor shall ensure all Vendor employees meet the requirements of the State and shall possess the credentials, licenses and/or certificates required by law and regulation to provide the services required.

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

**Scope of Services  
Exhibit A**

- 7.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 7.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 7.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 7.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 7.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Attention: Operations Administrator, or designee, P.O. Box 1806, Concord, NH 03302.
- 7.8. Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:
- 7.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 7.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 7.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 7.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 7.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:
- 7.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the approval of the New Hampshire Governor and Executive Council, where needed;
- 7.9.2. Monitoring compliance with the terms of the Contract;

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

- 7.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
  - 7.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
  - 7.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
  - 7.10. 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.
  - 7.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
    - 7.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;
    - 7.11.2. The Operations Administrator or designee of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
    - 7.11.3. Request additional reports and/or reviews that the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
    - 7.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for the Contractor to complete corrective actions within fourteen (14) days;
    - 7.11.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
      - 7.11.5.1. Not in compliance with the terms of the Contract;
      - 7.11.5.2. If satisfactory corrective action in 7.11.4. is not achieved; and
      - 7.11.5.3. Terminate the Contract as otherwise permitted by law.
- 8. Other Contract Provisions:**
- 8.1. 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.
    - 8.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
      - 8.1.1.1. Not in compliance with the terms of the Contract, or;
      - 8.1.1.2. As otherwise permitted by law or as stipulated within this Contract.
  - 8.2. Coordination of Efforts: The Contractor shall fully coordinate the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.
- 9. Bankruptcy or Insolvency Proceeding Notification:**
- 9.1. 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.

- 9.2. 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.

**10. Embodiment of the Contract:**

- 10.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 10.1.1. Request for Proposal (RFP) and any amendments thereto;
  - 10.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
  - 10.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
- 10.2. 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 10.1.3. shall govern.
- 10.3. 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.

**11. Cancellation of Contract:**

- 11.1. 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.
- 11.2. 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.
- 11.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 11.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

**12. Contractor Transition:**

NH Department of Corrections, at its discretion, to 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.

**13. Audit Requirement:**

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

**14. Additional Items/Locations:**

Upon agreement of both parties, additional equipment, if applicable, and/or other facilities 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.

**15. Information:**

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

**16. Public Records:**

NH RSA 91-A, guarantees every person access to all public records. This RSA provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

**17. Contractor Personnel:**

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

**18. Notification to the Contractor:**

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

**19. Special Notes:**

- 19.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.

**Scope of Services  
Exhibit A**

- 19.2. 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.
- 19.3. Locations may be added and/or deleted or reassigned to alternate facilities 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.
- 19.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
  - 19.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
  - 19.4.2. Secure the Contractor's written agreement to the proposed changes.
- 19.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

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**2. Fee Schedule:**

2.1. Fee Schedule for Optometry Exams and Material/Supplies (product)

Fee Schedule: NHD0C 13-03-GFMED

Name of Bidder: Correctional Eye Care Network Services, Inc.  
d/b/a Troy Correctional Eyecare Network Services

**Section A: Services**

\*Unit Cost

Basic Eye Exam	\$ 40.00
Dilated Fundus Exam	\$ 5.00
Intraocular Pressure Check (follow up only)	\$ 0.00
Contact Lens Exam	\$ 0.00

**Section B: Material/Supplies (Product)**

State Frame & Soft Case (plastic, prison-safe)	\$ 4.85
Single Vision Lens (plastic)	\$ 9.00
Bifocal Lens (plastic)	\$ 15.50
Trifocal Lens (plastic)	\$ 20.00
Reading Frame/Lens (plastic, medically indicated, prison safe)	\$ 11.00
Photo-Gray Lens (medically indicated)	\$ 10.00
Repair Cost for State Frames **	\$ 0.00
Poly Single Vision Upgrade (medically indicated)	\$ 12.00
Poly Bifocal Vision Upgrade (medically indicated)	\$ 20.00
Lens Tint (medically indicated)	\$ 0.00
UV Related Bridge-Clip Mounted Sun Clips ***	\$ 7.50
Soft Eye Glass Cases ***	\$ 1.00
Contact Lenses (medically indicated)	\$ 30.00

\* Use these unit costs to calculate Estimated Budget

\*\* When NHD0C is responsible

\*\*\* To be stocked in the Canteen for inmate purchase

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

**3. Estimated Budget:**

3.1. Northern Region as described in Exhibit A, 1.3.

NHDOC 13-03-GFMED

Name of Bidder: Correctional Eye Care Network Services, Inc.

Section A: **Services** d/b/a Troy Correctional Eyecare Network Services

	Amount of Estimated Exams	Unit Cost	Extended Cost (Amount of Est. Exams x Unit Costs)
Basic Eye Exams	300	\$ 40.00	\$ 12,000.00
Dilated Fundus Exams	81 (27% of 300 exams)	\$ 5.00	\$ 405.00
Intraocular Pressure Check (GC-PT)	15 (5% of 300 exams)	\$ 0.00	\$ 0.00
Contact Lens Exam	3 (1% of 300 exams)	\$ 0.00	\$ 0.00
<b>Subtotal: Services</b>			<b>\$ 12,405.00</b>

**Section B: Materials/Supplies**

State Frame/Soft Case (plastic, prison safe)	300	\$ 4.85	\$ 1,455.00
Single Vision Lens (plastic)	198 (66% of 300 exams)	\$ 9.00	\$ 1,782.00
Bifocal Lens (plastic)	99 (33% of 300 exams)	\$ 15.50	\$ 1,534.50
Trifocal Lens (plastic)	3 (1% of 300 exams)	\$ 20.00	\$ 60.00
Reading Frames/Lens/Soft Case (plastic, medically indicated, prison safe)	30 (10% of 300 exams)	\$ 11.00	\$ 330.00
Photo-Gray Lens (medically indicated)	30 (10% of 300 exams)	\$ 10.00	\$ 300.00
Repair Cost for State Frames **	30 (10% of 300 exams)	\$ 0.00	\$ 0.00
Poly Single Vision Upgrade (medically indicated)	6 (2% of 300 exams)	\$ 12.00	\$ 72.00
Poly Bifocal Vision Upgrade (medically indicated)	6 (2% of 300 exams)	\$ 20.00	\$ 120.00
Lens Tint (medically indicated)	45 (15% of 300 exams)	\$ 0.00	\$ 0.00
UV Related Bridge-Clip Mounted Sun Clip ***	77	\$ 7.50	\$ 577.50
Soft Eye Glass Case ***	77	\$ 1.00	\$ 77.00
Contact Lenses (medically indicated)	3 (1% of 300 exams)	\$ 30.00	\$ 90.00
<b>Subtotal: Materials/Supplies</b>			<b>\$ 6,398.00</b>

**Total: Services and Materials/Supplies (Add Subtotals of Section A & B)** **\$ 18,803.00**

**Grandtotal: Total of Services and Materials/Supplies (above) x 2 (yrs)** **\$ 37,606.00**

\*\* When NHDOC is responsible

\*\*\* To be stocked in the Canteen for inmate purchase

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

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

**3. Estimated Budget Continued:**

3.2. Southern Region as described in Exhibit A, 1.3.

NHDOC 13-03-GFMED

Name of Bidder: Correctional Eye Care Network Services, Inc.

Section A: Services d/b/a Troy Correctional Eyecare Network services

	Amount of Estimated Exams	Unit Cost	Extended Cost (Amount of Est. Exams x Unit Costs)
Basic Eye Exams	628	\$ 40.00	\$ 25,120.00
Dilated Fundus Exams	100 (16% of 628 exams)	\$ 5.00	\$ 500.00
Intraocular Pressure Check (GC-PT)	44 (7% of 628 exams)	\$ 0.00	\$ 0.00
Contact Lens Exam	6 (1% of 628 exams)	\$ 0.00	\$ 0.00

Subtotal: Services \$ 25,620.00

**Section B: Materials/Supplies**

State Frame/Soft Case (plastic, prison safe)	628	\$ 4.85	\$ 3,045.80
Single Vision Lens (plastic)	496 (79% of 628 exams)	\$ 9.00	\$ 4,464.00
Bifocal Lens (plastic)	126 (20% of 628 exams)	\$ 15.50	\$ 1,953.00
Trifocal Lens (plastic)	6 (1% of 628 exams)	\$ 20.00	\$ 120.00
Reading Frames/Lens/Soft Case (plastic, medically indicated, prison safe)	63 (10% of 628 exams)	\$ 11.00	\$ 693.00
Photo-Gray Lens (medically indicated)	63 (10% of 628 exams)	\$ 10.00	\$ 630.00
Repair Cost for State Frames **	63 (10% of 628 exams)	\$ 0.00	\$ 0.00
Poly Single Vision Upgrade (medically indicated)	13 (2% of 628 exams)	\$ 12.00	\$ 156.00
Poly Bifocal Vision Upgrade (medically indicated)	13 (2% of 628 exams)	\$ 20.00	\$ 260.00
Lens Tint (medically indicated)	38 (6% of 628 exams)	\$ 0.00	\$ 0.00
UV Related Bridge-Clip Mounted Sun Clips ***	280	\$ 7.50	\$ 2,100.00
Soft Eye Glass Cases ***	280	\$ 1.00	\$ 280.00
Contact Lenses (medically indicated)	6 (1% of 628 exams)	\$ 30.00	\$ 150.00

Subtotal: Materials/Supplies \$ 13,851.80

Total: Services and Materials/Supplies (Add Subtotals of Section A & B) \$ 39,471.80

**Grandtotal: Total of Services and Materials/Supplies (above) x 2 (yrs)** \$ 78,943.60

\*\*When NHDOC is responsible

\*\*\* To be stocked in the Canteen for inmate purchase

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

**3. Method of Payment:**

- 3.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15<sup>th</sup> of the month following the month in which services are provided.
- 3.2. Original invoices shall be sent to the NH Department of Corrections, Financial Services, or designee, P.O. Box 1806, Concord, NH 03302 for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302-1806.
- 3.3. Once approved by the Division of Medical & Forensic Services, the original invoices shall be forwarded to the Department's Bureau of Financial Services for processing and issuance of payment.
- 3.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 3.5. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of an approved invoice. Invoices shall be itemized by facility and contain the following information:
  - 3.5.1. facility, examination date;
  - 3.5.2. quantity of examination type and examination code;
  - 3.5.3. description of services and/or product to be delivered;
  - 3.5.4. itemized service/product total charge per service/product type.
- 3.6. Payments:
  - 3.6.1. 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.
- 3.7. Vendor Errors:
  - 1.7.1. Vendor errors resulting in service and/or product charge shall be at the expense of the Vendor to include:
    - 1.7.1.1. re-exams;
    - 1.7.1.2. changes in prescription;
    - 1.7.1.3. eye glass adjustments;
    - 1.7.1.4. re-makes due to Optometrist error;
    - 1.7.1.5. shipping and handling charges;
    - 1.7.1.6. any related travel expenses for Vendor(s) personnel to facilities.
- 3.8. The Contractor shall follow the State's Fiscal Year Calendar for budgeting purpose. Year One (1) shall end on June 30, 2014.

**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 of termination costs if such funds are not fully appropriated.

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

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

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**Section D: Special Provisions, Exhibit C**

**1. Special Provisions:**

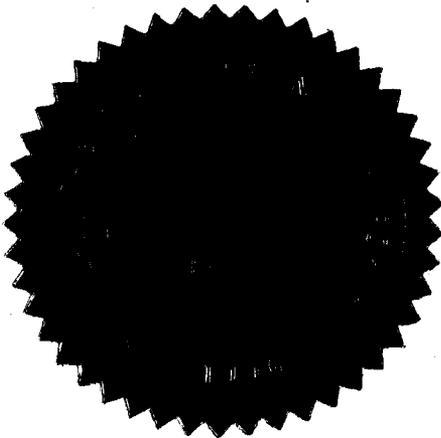
- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

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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 Correctional Eyecare Network Services, Inc. doing business in New Hampshire as Troy Correctional Eyecare Network Services, a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on August 29, 2005. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15<sup>th</sup> day of March, A.D. 2013

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

William M. Gardner  
Secretary of State



# State of New Hampshire 2013 ANNUAL REPORT

The following information shall be given as of January 1  
preceding the due date Pursuant to RSA 293-A:16.22.  
**REPORT DUE BY April 1, 2013**  
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE  
WILL BE ASSESSED A LATE FEE.

Filed  
Date Filed: 03/14/2013  
Business ID: 543188  
William M. Gardner  
Secretary of State

CORRECTIONAL EYECARE NETWORK SERVICES, INC.

2 MIDDLESEX ROAD,  
EAST GREENBUSH, NY 12061

ADDRESS OF PRINCIPAL OFFICE:

REGISTERED AGENT AND OFFICE:

ARVIDSON, DWIGHT  
123 MARKET ST FRONT  
PORTSMOUTH, NH 03801

ENTITY TYPE:	CORPORATION
BUSINESS ID:	543188
STATE OF DOMICILE:	NEW YORK
OPTOMETRY & OPTICAL SERVICES, ONSITE IN NH DEPT OF CORRECTIONAL FACILITIES	

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

2  The new mailing address \_\_\_\_\_

The new principal office address 123 Market Street Front, Portsmouth, NH 03801

PO Box is acceptable.

### OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).  
(MUST LIST AT LEAST ONE OFFICER BELOW)

### BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).  
(MUST LIST AT LEAST ONE DIRECTOR BELOW)

3

PRES. Edward Berger Od

STREET 2 Middlesex Road

CITY/STATE/ZIP East Greenbush Ny 12061

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

4

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.  
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

4

Sign here: Edward Berger Od

Please print name and title of signer: Edward Berger Od / PRESIDENT

NAME TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL): \_\_\_\_\_



054318820131006

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

MAKE CHECK PAYABLE TO SECRETARY OF STATE

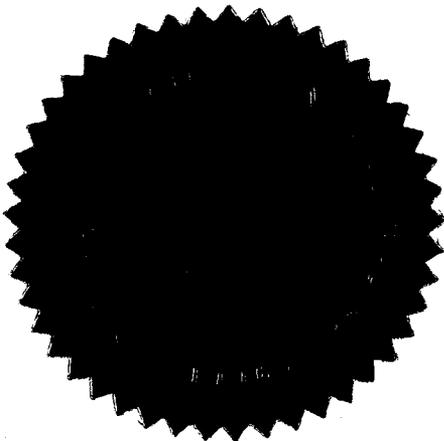
RETURN COMPLETED REPORT AND PAYMENT TO:

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

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 Correctional Eyecare Network Services, Inc. doing business in New Hampshire as Troy Correctional Eyecare Network Services, a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on August 29, 2005. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1<sup>st</sup> day of February, A.D. 2013

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**

(Corporation with Seal)

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

that: I am a duly elected Clerk of Correctional Eye Care Network Services, Inc  
(The Corporation)

1. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 12/13/12.  
(Date given authority)

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

Optometry + Optical Services services.

RESOLVED: That the President  
(Title of the one who signed the contract)

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

2. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 12/13/12.  
(Today's date)

3. Edward Berger, OD (is/are) is duly elected  
(Name of one who signed contract)

President of the Corporation.  
(Title of one who signed the contract)

(CORPORATE SEAL)



[Signature]  
Signature of the Clerk of the Corporation

⑥



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/4/2012

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

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

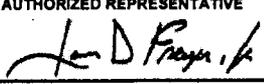
PRODUCER Haylor Freyer & Coon, Inc. 1402 Washington Street PO Box 6720 Watertown NY 13601	CONTACT NAME:		
	PHONE (A/C, No, Ext): 315-782-3090	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :Citizens Ins. Co. of America		31534
	INSURER B :Hanover Insurance Company		22292
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

INSURED **CORRECTION**  
Correctional Eye Care Network  
Troy Correctional Eyecare Network Services  
Services Inc.  
2 Middlesex Road  
East Greenbush NY 12061

COVERAGES **CERTIFICATE NUMBER: 1686678143** **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> LOC		ODS4699351	12/16/2012	12/16/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AWS877279802	6/28/2012	6/28/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	ODS4699351	12/16/2012	12/16/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WHS4699335	12/16/2012	12/16/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

<b>CERTIFICATE HOLDER</b>  NH Department of Corrections PO Box 1806 Concord NH 03302	<b>CANCELLATION</b>  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 



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

Comprehensive General Liability Insurance Acknowledgement Form

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

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

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

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

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

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

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

\$ 2m Per Claim    \$ 2M Per Incident/Occurrence    \$ 4M General Aggregate

*[Signature]*  
Signature & Title

12/13/12  
Date

This acknowledgement must be returned with your proposal.

*[Handwritten mark]*

NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

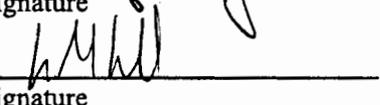
- COR 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
    - (1) narcotics
    - (2) controlled drugs or
    - (3) automatic or concealed weapons possessed 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.

6)

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.

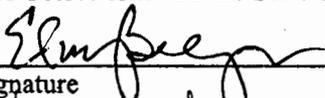
<u>Edward Berger, OD</u> Name	<u></u> Signature	<u>12/13/12</u> Date
<u>Laura Lachell</u> Witness Name	<u></u> Signature	<u>12/13/12</u> Date



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

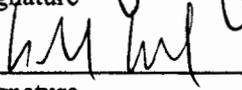
1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
  - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
  - b. Giving or selling of anything
  - c. Accepting or buying 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.

Edward Berger, OD  
Name

  
Signature

12/13/12  
Date

Laura Lachell  
Witness Name

  
Signature

12/13/12  
Date



NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

Edward Berger, OD

Name

Signature

Date

Laura Lachell

Witness Name

Signature

Date

12/13/12

12/13/12





STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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

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

William L. Wrenn  
Commissioner

Bob Mullen  
Director

**ADDENDUM # 1 to RFP 13-03-GFMED**

**This document must be initialed and returned with your proposal.**

**RFP: 13-03-GFMED Optometry Services**

**RFP Deadline: December 21, 2012, no later than 2:00 EST**

**Addendum Descriptor: Add Section 38. Public Records to Request for Proposals (RFP) Terms and Conditions to read as follows:**

“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. In addition, in accordance with RSA 9-F:1, 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. If a Bidder believes that any information submitted in respond 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 the proposal (source document) and 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.”

**Addendum Descriptor: Add “Non-Disclosure of Right to Know Information Letter to State Agency, if applicable” to Proposal Check Sheet, to page 14.**

**Addendum Descriptor: Add Section 20. Public Records to Scope of Services, Exhibit A to read as follows:**

“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. In addition, in accordance with RSA 9-F:1, 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

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

disclosure under RSA 91-A:5, IV. If a Contractor believes that any information submitted in respond to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Contractor must specifically identify that information in the proposal (source document) and 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.”

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

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

RFP 13-03-GFMED, closing date: 12/21/2012

Vendor Initials:                     

*(Handwritten initials)*