



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 OFFICE OF THE COMMISSIONER
 P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5603 FAX: 888-908-6609
 TDD ACCESS: 1-800-735-2964
 www.corrections.nh.gov

HELEN E. HANKS
 COMMISSIONER

PAUL D. RAYMOND, JR.
 ASSISTANT COMMISSIONER

22

April 17, 2025

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a two (2) year contract with OnSite Vision Plans, Inc. (VC# 275420), 46 Shepherd Road, Stephentown, NY 12169, in the amount of \$188,905.90, for the provision of On-Site Optometry Services effective upon Governor and Executive Council approval for the period beginning July 1, 2025 through June 30, 2027, with the option to renew for one (1) additional period of up to two (2) years subject to Governor and Executive Council approval. 100% General Funds.

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

OnSite Vision, LLC.				
Account	Description	FY 2026	FY 2027	Total
02-46-46-465010-82340000-101-500729	Contracts for Program Services	\$92,149.87	\$96,756.03	\$188,905.90
Total Contract Amount		\$92,149.87	\$96,756.03	\$188,905.90

EXPLANATION

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

Onsite Vision Plans has been a reliable partner to the NH DOC since 2018. Providing vision care, and eyeglasses to the inmate population and those civilly committed patients at the SPU is a constitutional requirement.. In 2024, Onsite Vision Plans completed 343 eye exams and provided 283 pairs of eyeglasses for the southern region, to include the New Hampshire State Prison for Men in Concord, Residential Treatment Unit (RTU) and Secure Psychiatric Unit (SPU), the NH Correctional Facility for Women

(NHCF-W), Concord, NH and the Transitional Housing Units. They also completed 197 eye exams and provided 191 pairs of eyeglasses for the Northern New Hampshire Correctional Facility (NCF).

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp/html> for five (5) consecutive weeks and notified ten (10) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor, the incumbent, responded by submitting a proposal. After the review and evaluation of the proposal and in accordance with the RFP terms and conditions, OnSite Vision, LLC was selected as the vendor, in the amount of \$188,905.90.

This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee. The evaluation committee consisted of NH Department of Corrections Deputy Director of Medical Services, Mary Reed, Medical Records Supervisor, Samantha Goulet and Operations Administrator for the Division of Medical and Forensic Services, Kaledonia J. DuBrey.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Helen E. Hanks", written over a horizontal line.

Helen E. Hanks
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

LISA M. STONE
DIRECTOR

Bidders List
On-Site Vision and Optometry Services
NHDOC RFP 2025-07

CONWAY EYE CARE

Angelique Sawyer
1319 White Mountain Highway
North Conway, NH 03860
(o) 603-356-3000
(e) info@conwayeye.com
(w) www.conwayeye.com

LITTLETON EYE CARE CENTER

104 Meadow Street
Littleton, NH 03561
(o) 603-444-2592
(e) info@littletoneyecare.net
(w) www.visionsource-littleton.com

FOCUSED EYE CARE

Contact:
505 West Hollis Street, Suite 109
Nashua, NH 03062
(o) 603-882-0311
(e) reception@abettervision.com

NEW ENGLAND EYE SPECIALIST

Adam Bek, OD/President
50 Nashua Road
Londonderry, NH 03053
(o) 603-421-0095

ONSITE VISION

Anthony Coppola, Director of Sales
LeeAnn Welch, Executive Assistant/Optician
46 Shepherd Road
Stephentown, NY 12061
(o) 774-573-1987
(e) Anthony@onsitevision.com
(e) LeeAnn@onsitevision.com

OPTICAL ACADEMY

Hana Shukri, President
(o) 973-684-8400
(e) Hana@optical-academy.com

20/20 ONSITE

Sarah Selcer, Director of Business Development
(o) 617-356-8117
(e) sselcer@2020onsite.com

HIGH-TECH OPTICAL, INC.

3139 Christy Way South
Saginaw, MI 48603
(o) 987-799-9390
(e) mbrown@hi-techoptical.com
(w) www.hi-techoptical.com

INSTITUTIONAL EYE CARE, LLC

27499 Riverview Center Blvd, Suite 429
Bonita Springs, FL 34136
(o) 866-604-2931
(e) jlose@institutionaleyecare.com
(e) zlose@institutionaleyecare.com
(w) www.institutionaleyecare.com

ONSIGHT VISION, LLC!

Jon Stock, President
(o) 978-960-9219
(e) jon@onsighteyes.com

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team



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

P.O. BOX 1806

CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609

TDD Access: 1-800-735-2964

www.nh.gov/nhdoc

**Helen M. Hanks
Commissioner**

**Lisa M. Stone
Director**

**Vendors Responded
ON-SITE VISION AND OPTOMETRY SERVICES
RFP NHDOC 2025-07**

Respondents:

- 1. Onsite Vision Plans, Inc.
46 Shepherd Rd.
Stephentown, NY 12169**
- 2. N/A**



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 OFFICE OF THE COMMISSIONER

P.O. BOX 1806

CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609

TDD Access: 1-800-735-2964

www.nh.gov/nhdoc

Helen M. Hanks
 Commissioner

Lisa M. Stone
 Director

RFP Scoring Matrix
On-Site Vision and Optometry Services
NHDOC 2025-07

Respondents Name & Address:

- *Onsite Vision Plans, Inc.*
 46 Shepherd Rd.
 Stephentown, NY 12169
- *None*

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
 1. Technical Proposal – 41.33 points
 2. Cost Proposal – 45 points

NHDOC 2025-07 RFP Scoring Matrix		
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Onsite Vision Plans, Inc.</i>
<i>Technical Proposal</i>		
<i>Capability to Provide Required Services</i>	10	8
<i>Availability of Qualified & Experienced Technicians</i>	15	9.33
<i>Demonstrated and Correctional Experience</i>	10	10
<i>Resources Proposed for Technical Approach</i>	15	11
<i>Monitoring and Evaluating Performance Measures</i>	5	3
<i>Cost Proposal</i>	45	45
Total	100	86.33

Contract Award: OnSite Vision Plans, LLC.

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team



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

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

**Helen M. Hanks
Commissioner**

**Lisa M. Stone
Director**

**RFP Bidder's Evaluation Scoring
On-Site Vision and Optometry Services
NHDOC RFP 2025-07**

Rank	Vendor Name	Address	Score
1.	OnSite Vision Plans, Inc. Anthony Coppola	46 Shepherd Rd., Stephentown, NY 12169	86.33
2.			
3.			
4.			
5.			

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team



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

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

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

Helen M. Hanks
Commissioner

Lisa M. Stone
Director

**RFP Bid Evaluation and Summary
On-Site Vision and Optometry Services
NHDOC 2025-07**

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 personnel to act as an evaluation team. Proposals will not be publicly opened. Upon receipt, the proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any irregularities, minor deficiencies, and informalities that it considers not material to the proposal.
- The RFP does not commit the Department to award a contract. The Department reserves the right to reject any and all proposals; to cancel the RFP; and to solicit new proposals under a new acquisition process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
 - a. Evaluation Scoring – Onsite Vision Plans, Inc.
 - i. Technical Proposal – 41.33 points
 - ii. Cost Proposal – 45 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 NHDOC 2025-07.
 - a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

- a. Mary Reed, Deputy Director, Division of Medical and Forensics
- b. Kaledonia Dubrey, Administrator, Division of Medical and Forensics

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

RFP Evaluation Committee Member Qualifications
On-Site Vision and Optometry
RFP NHD0C 2025-07

Mary Reed, Deputy Director, Medical and Forensic Services

Mary Reed is the Deputy Director of Medical Services for the NH Department of Corrections. Ms. Reed's role includes oversight of allied health services, health information management, dental services and operations. She is an experienced Public Health Leader with over twenty (20) years of dedicated service in the field. She has a strong track record of managing public health initiatives, with a particular focus on health systems management and crisis response. Throughout her career, she has played a pivotal role in shaping healthcare delivery strategies at both regional and state levels.

Kaledonia DuBrey, BA, Operations Administrator, Medical and Forensic Services

Kaledonia DuBrey is the Operations Administrator for the Division of Medical & Forensic Services of the NH Department of Corrections. In this capacity, she serves as the liaison between the division and the different contracts the division oversees as well as the Division of Administration for the NH Department of Corrections. She is also the point of contact for several vendors that provide services in the medical area for the NH Department of Corrections. In her role, she works hand in hand with the Department's Contract Administrator in the process of drafting and creating RFPs for different contracts. Ms. DuBrey has been employed with the NH Department of Corrections for over fifteen years. She has a bachelor's degree in International Relations from the University of Mobile with a minor in Business Administration and is bilingual in both English and Spanish.

Samantha Goulet, BS Health Information Management Supervisor

Ms. Goulet is the Health Information Management Supervisor for NH Department of Corrections (NHD0C). In this role, she is responsible for organizing, overseeing and protected all inmate health information at all NHD0C housing facilities. As the Health Information Supervisor, Ms. Goulet collaborates with the Division of Medical & Forensics leadership to coordinate the record keeping processes for the department. She also oversees the scheduling of multi-disciplinary contracted Vendors who provide inmate care at all facilities. Ms. Goulet has been employed by NHD0C for ten (10) years. She has a Bachelor of Science in Mathematics from the University of Massachusetts.

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age; sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 with respect to the subject matter hereof.

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHDOC 2025-07*

EXHIBIT A - SPECIAL PROVISIONS

1. There are no Special Provisions

The remainder of this page is intentionally blank.

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
Division of Medical and Forensics*

On-Site Vision and Optometry Services

Page 53 of 50

Contractor Initials: *AC*

Date: *3/28/25*

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHD0C 2025-07*

EXHIBIT B - SCOPE OF SERVICES

1. Purpose

Contractor shall provide Optometry services for the inmate population of NH Department of Corrections (herein known as "NHD0C," "State," or "Department"). Contractor shall provide Vision and Optometry services in accordance with medical, industry and national standards of care. Services shall include primary eye and vision care for the diagnosis, visual treatment and prevention of associated disorders for the improvement of vision by eyeglass prescriptions.

2. Term of Agreement

An Agreement awarded, as a result of RFP NHD0C 2025-07, is anticipated to be effective upon Governor and Executive Council (G&C) approval for a period beginning upon July 1, 2025 through June 30, 2027. NHD0C shall have the option to extend the term of this Agreement for services for one (1) additional period not to exceed two (2) years, subject to the Parties' prior written agreement on terms and applicable terms, conditions and payment structure for the additional term, satisfactory Contractor performance, continued funding and Governor and Executive Council approval.

3. Population Served

Services shall be performed at the following NHD0C locations.

Northern Region - Northern NH Correctional Facility		
Northern NH Correctional Facility (NNHCF)	138 East Milan Road	Berlin, NH 03570
Southern Region - Southern NH Correctional Facilities		
NH State Prison for Men - (NHSP-M)	281 North State Street	Concord, NH 03301
Secure Psychiatric Unit (SPU)* & Residential Treatment Unit (RTU)		
NH Correctional Facility for Women - (NHCF-W)	42 Perimeter Road	Concord, NH 03301
NH Correctional Facilities - Transitional Housing		
North End Transitional Housing Unit (NEH/THU)	1 Perimeter Road	Concord, NH 03301
Concord Transitional Work Center (CTWC)	275 North State Street	
Shea Farm Transitional Housing Unit (THU)	60 Iron Works Road	Concord, NH 03301
Calumet House Transitional Housing Unit (THU)	126 Lowell Street	Manchester, NH 03104

*SPU includes non-adjudicated civil committed patients in SPU.

4. Service Locations

Northern NH Correctional Facility		
Northern NH Correctional Facility (NNHCF)	138 East Milan Road	Berlin, NH 03570
Southern NH Correctional Facility		
NH State Prison for Men (NHSP-M)	281 North State Street	Concord, NH 03301
Secure Psychiatric Unit (SPU)* & Residential Treatment Unit (RTU)		
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301

*SPU includes non-adjudicated civil committed patients in SPU.

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHD0C 2025-07*

- 4.1. A New Hampshire State licensed optometrist shall perform all optometry services.
- 4.2. Clinics shall be required for eye exams and/or special procedures at a minimum of fifteen (15) exams with a maximum of forty-three (43) exams per clinic Monday-Saturday on a mutually agreed upon time per facility.

5. Current Inmate Population as of 2/21/2025

Northern NH Department of Corrections Current Population		
Northern NH Correctional Facility (NNHCF)	Berlin, NH 03570	553
Southern NH Department of Corrections Current Population		
NH State Prison for Men (NHSP-M)	Concord, NH 03301	1052
Secure Psychiatric Unit (SPU)* & Residential Treatment Unit (RTU)	Concord, NH 03301	71
NH Correctional Facility for Women (NHCF-W)	Concord, NH 03301	111
Division of Rehabilitative Services (DRS)	Concord, Manchester NH	184
Current Inmate Population:		1971

*SPU includes non-adjudicated civil committed patients in SPU.

6. Clinical Requirement per Facility

- 6.1. A New Hampshire State licensed optometrist shall perform all optometry services.
- 6.2. Clinics shall be required for eye exams and/or special procedures at a minimum of fifteen (15) exams with a maximum of forty-three (43) exams per clinic Monday-Saturday on a mutually agreed upon time per facility.

- 6.3. Clinics shall be concluded when all scheduled inmates have been evaluated.

Clinical Requirement per Facility				
Correctional Facility	Average Clinics per Month	Maximum Clinics per Year	Maximum Exams per Clinic	Maximum Exams per Contract Year
Northern NH Correctional Facility				
Northern NH Correctional Facility (NNHCF)	1	6	42	252
NH State Prison for Men				
NH State Prison for Men (NHSP-M) & Residential Treatment Unit (RTU)	2	18	40	720
Secure Psychiatric Unit (SPU)*				
NH Correctional Facility for Women (NHCF-W)				
Total Basic Exams				972

*SPU includes non-adjudicated civil committed patients in SPU.

- 6.4. Total maximum exams per contract year for the Northern Region shall be two hundred and fifty-two (252) exams.
- 6.5. Total maximum exams per contract year for the Southern Region shall be seven hundred and twenty (720) exams.
- 6.6. If a State of NH holiday occurs on the scheduled clinic date, an alternate date will be provided for that week.

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHD0C 2025-07*

-
- 6.7. The basic on-site eye exam shall include the following services:
- 6.7.1. Fundoscopic exam of the eyes;
 - 6.7.2. Slit Lamp exam of the eyes (only when medically indicated);
 - 6.7.3. Glaucoma Check-Puff Tonometer (GC-PT) (other acceptable Tonometers: Tonopen II, Godman Applanation Tonometer); and
 - 6.7.4. Refraction of glasses.
- 6.8. An original inmate eye exam report shall be written for each exam performed, preferably written during the scheduled clinic. Those reports shall be delivered to the corresponding facility Medical Records Department within on (1) week of the eye exam or sooner.
- 6.9. On-Site special procedures shall include:
- 6.9.1. Dilated Fundus Exams (DFE);
 - 6.9.2. Intraocular Pressure check (IOP);
 - 6.9.3. Complete Eye Exams (CEE) and DFE; and
 - 6.9.4. Contact lens exams based on documented medical necessity (non-cosmetic);
 - 6.9.5. Complete eye examination shall include:
 - a. Visual acuity testing;
 - b. Gross visual fields;
 - c. Muscle balance;
 - d. Slit lamp examination;
 - e. Ophthalmology and tonometry;
 - f. Interior extended testing of visual fields only;
 - g. Ophthalmoscopy, fundoscopy only; and
 - h. Routine tonometry.
- 6.10. NHD0C does not have or maintain Optometry equipment at any facility. Contractor shall be required to provide their portable equipment including but not limited to:
- 6.10.1. Portable Lensometer for accurate prescription verification and determination;
 - 6.10.2. Portable Tonometer for accurate prescription verification and determination;
 - 6.10.3. Portable Slit Lamp for on-site Fundus/Macula evaluation;
 - 6.10.4. Complete Trial Lens Set (corrective curve) or phoropter or auto-refractor with supporting portable equipment for accurate acuity consideration and prescription justification;
 - 6.10.5. Ophthalmoscope and ancillary equipment necessary to perform dilated and non-dilated Fundus exams.
- 6.11. All recommendations for special procedures, clinics and/or referrals to off-site optometrists and/or ophthalmologist will be fully justified and documented on the exam form. NHD0C reserves the right to make the final determination for approving such services.
- 6.12. Optical services shall include but are not limited to:
- 6.12.1. Accurate measuring for frame size, bifocal/trifocal health and evaluation as specific medical and/or occupational needs require;
 - 6.12.2. Final fitting and adjustments of eyewear and instructions for proper usages;
 - 6.12.3. Minor repairs on-site (example: screw replacement); and
 - 6.12.4. Completion of eyeglass order form provided by NHD0C.
- 6.13. Contractor to work collaboratively with NHD0C regarding scheduling requirements and required forms used for exams, scheduling and billing.
- 6.14. Only personal property that is required for activities of daily living and contained in a clear plastic backpack/bag shall be permitted into the secure perimeter of all departmental facilities. Permitted personal items to include but are not limited to:

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHDOC 2025-07*

- a. Toothbrush/toothpaste/dental floss;
 - b. Hand sanitizer/hand soap;
 - c. Comb/brush;
 - d. Feminine products;
 - e. Coffee cup/thermos;
 - f. Small/medium lunch box made of plastic (no larger than thirty (30) quart);
 - g. Plastic eating utensils;
 - h. Pens/Pencils;
 - i. Purse/wallet (not more than \$100.00 in cash)/sunglasses; and
 - j. Prescribed and Over the Counter (OTC) medications (no more than a one (1) day supply in a properly labeled prescription bottle/container, obtained from a pharmacy).
- 6.15. Vendor Sign-In Sheet: Contractor staff shall be expected to show company identification and sign-in and out of the corresponding facility receiving services. At a minimum, Contractor staff shall provide their company name, personal first and last name, time-in and time-out, date of service and may be required to provide vehicle make, model and license plate number.

7. General Service Provisions

- 7.1. Rules and Regulations: Contractor agrees to comply with all Policy and Procedure Directives of NHDOC. Contractor shall adhere to NHDOC Administrative Rules, Conduct and Confidentiality of Information policies.
- 7.2. Additional Facilities: Upon agreement of both parties, additional facilities belonging or associated to NHDOC may be added to this Agreement.
- 7.2.1. Locations/volumes of need per contract year may be increased/decreased and or reassigned to alternate NHDOC facilities during a contract term at the discretion of NHDOC.
- 7.2.2. Locations/volumes of need may be added and/or decreased after the awarding of a contract at the discretion of NHDOC and upon mutual agreement of the Commissioner of NHDOC and the Contractor.
- 7.3. Licenses, Credentials and Certificates: Contractor shall ensure NH State licensed professionals provide the services required. Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.
- 7.4. Qualified Personnel:
The Contractor shall have in their employ a sufficient number of qualified personnel to conduct the required Scope of Service.
- 7.5. Tool Inventory: Any tools to include equipment that Contractor/sub-contractor needs to perform the required services shall be inspected and inventoried before entering and leaving the facility.
- 7.5.1. Contractor shall furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the contract. Any tools, containers and vehicles Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NHDOC security staff at any and all times while on NHDOC facility grounds.
- 7.6. Admittance: NHDOC may, at its sole discretion, remove from or refuse admittance to any NHDOC facility any person providing services under this Agreement without incurring penalty or cost for exercising this right. Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

Safety with Respect, Professionalism, Dedication and Courage as One Team

**State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHD0C 2025-07**

8. Other Agreement Provisions

8.1. Administrative Rules, Policies, Regulations and Policy and Procedures Directives

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:

<https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>

8.2. Protected Health Information (PHI)

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

In performing its obligations under this Agreement, Contractor may gain access to information of the inmate's, including confidential information or PHI. Contractor shall not use information developed, or obtained during the performance of, or acquired or developed by reason of this Agreement, except as is directly connected to and necessary for Contractor's performance under this Agreement.

Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, or reproduction any and all information of the inmate that becomes available to Contractor in connection with its performance under this Agreement. In the event of unauthorized use of or disclosure of the inmate's information, Contractor shall immediately notify NHD0C.

All financial, statistical, personnel and/or technical data supplied by NHD0C to Contractor are confidential. 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 Contractor, or any individual or entity in Contractor's charge or employ, will be considered a violation of this agreement and may result in termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

8.3. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean Contractor and sub-contractor(s) and agents of Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

8.4. Prison Rape Elimination Act (PREA) 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHD0C 2025-07*

8.5. Criminal Justice Information Services (CJIS) Security Policy

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJIS, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage and destruction of CJIS. This Policy applies to every individual contractor, private entity, noncriminal justice Agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the CJIS policy and is located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

8.6. Contractor Employee Information/Background Checks

Contractor shall be responsible for obtaining a criminal background check from NHD0C to include fingerprinting on all potential employees assigned by Contractor and/or sub-contractor(s) to provide services at NHD0C. Upon award of a contract, NHD0C Director of Medical & Forensics, or designee, will notify the selected Vendor of the procedures to obtain background checks and fingerprinting. Contractor and/or sub-contractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety (NHDOS) to NHD0C and a procedural review of said reports by NHD0C.

8.7. NHD0C will notify Contractor of any potential Contractor and/or sub-contractor employee who does not comply with the criteria identified below.

In addition, the Contractor and/or sub-contractor(s) shall not hire employees meeting the following criteria:

- a. Individuals convicted of a felony shall not be permitted to provide services;
- b. Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- c. Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by Commissioner, or designee, of NHD0C;
- d. Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- e. Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
- f. Individuals with a history of drug diversion;
- g. Individual staff on the National Offender Database;
- h. Individuals who were a former State of NH employee and/or former contract employees that were dismissed for cause or resigned or retired pending results of investigation;
- i. Individuals previously employed with NHD0C without prior approval of NHD0C;
- j. Relatives, significant others and those who are on NHD0C approved visitors list for any inmate of currently incarcerated felons may not be permitted to provide services without prior approval by NHD0C; and
- k. NHD0C reserves the right to conduct further review of any candidate and decline clearance.

9. Change of Ownership

In the event that Contractor should change ownership for any reason whatsoever, NHD0C shall have the option of continuing under this Agreement with Contractor or its successors or assigns for the full remaining term of this Agreement, continuing under this Agreement with Contractor or, its successors or, assigns for such period of time as determined necessary by NHD0C, or terminating this Agreement.

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHDOC 2025-07*

10. Contractor Designated Liaison

- 10.1. Contractor shall designate a representative to act as a liaison between Contractor and NHDOC throughout the term of this Agreement and any extensions thereof.
- 10.2. Any written notice to Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by Contractor under this paragraph.
- 10.3. 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 NHDOC actually receives notice of this change.
 - 10.3.1. Changes to the named Liaison by Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, PO Box 1806, Concord NH 03302.

11. Contractor Liaison's Responsibilities

Contractor's designated liaison shall be responsible for:

- a. Representing Contractor on all matters pertaining to this agreement and any extensions thereof. Such a representative shall be authorized and empowered to represent Contractor regarding any and all aspects of this Agreement and any extensions thereof.
- b. Monitoring Contractor's compliance with the terms of this Agreement and any extension thereof.
- c. Receiving and responding to all inquiries and requests made by NHDOC in the time frames and format specified by NHDOC in this RFP and in this Agreement and any extensions thereof; and
- d. Meeting with representatives of NHDOC on a periodic or as-needed basis to resolve issues, which may arise.

12. NH Department of Corrections Contract Liaison Responsibilities

NHDOC Director of Medical and Forensic Services, or designee, shall act as liaison between Contractor and NHDOC for the duration of this Agreement and any extensions thereof. NHDOC reserves the right to change its representative, at its sole discretion, during the term of this Agreement and shall provide Contractor with written notice of such change. NHDOC representative shall be responsible for:

- 12.1. Representing NHDOC on all matters pertaining to this Agreement. The representative shall be authorized and empowered to represent NHDOC regarding all aspects of this Agreement, subject to the approval of Governor and Executive Council of the State of New Hampshire.
- 12.2. Monitoring compliance with the terms of this Agreement.
- 12.3. Responding to all inquiries and requests related to this Agreement made by Contractor, under the terms and in the timeframes specified by this Agreement.
- 12.4. Meeting with Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 12.5. Informing Contractor of any discretionary action taken by NHDOC pursuant to the provision of this Agreement.

13. Reporting Requirements

- 13.1. Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by NHDOC. It is the intent of NHDOC to work with Contractor so that Contractor can provide any reporting requirements that meets the Department's needs.
- 13.2. Reports and/or information requests shall be forwarded to the NH Department of Corrections' Director of Medical and Forensic Services, or designee and mailed to P.O. Box 1806, Concord, NH 03302.

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHD0C 2025-07*

14. Performance Evaluation

NHD0C shall, at its sole discretion monitor and evaluate Contractor's compliance with the terms and conditions of this Agreement throughout the term of this Agreement and any extensions thereof.

14.1. NHD0C, Director of Medical and Forensic Services, or designee, at a minimum of four (4) times a year will assess the performance of the On-Site Vision and Optometry Services relative to Contractor's compliance with this Agreement as set forth in this Agreement. Examples of performance include but not limited to:

14.1.1. Request additional reports NHD0C deems necessary for the purposes of monitoring and evaluating the performance of Contractor under this Agreement; and

14.1.2. Review reports submitted by Contractor. NHD0C shall determine the acceptability of the reports. If they are not deemed acceptable, NHD0C shall notify Contractor and explain the deficiencies and the Parties shall work together to determine a mutually agreeable solution.

15. Performance Measures

NHD0C shall, at its sole discretion:

15.1. Inform Contractor of any dissatisfaction with Contractor's performance and include requirements for corrective action.

15.2. Terminate the Agreement as permitted by law, if NHD0C determines that Contractor:

15.2.1. Does not comply with the terms of the Agreement.

15.2.2. Contractor shall fully coordinate the performance activities of the Agreement with those of NHD0C. As the work of Contractor progresses, advice and information on matters covered by the Agreement shall be made available by Contractor to NHD0C as requested by NHD0C throughout the effective period of the Agreement.

15.2.3. The Contractor shall provide monthly utilization management reports to NHD0C. The reports shall be sorted by variables such as inmate's name, inmate's ID number, facility, date clinic was conducted and type of procedure provided.

15.2.4. The Agreement shall comply with provision of clinics as described in the Clinical Requirement per facility chart of this Agreement.

15.2.5. Quality Improvement Measures (QIM) will be identified by NHD0C, Division of Medical and Forensic Services Operations Administrator for the Contractor in order to monitor the Agreement.

16. Bankruptcy or Insolvency Proceeding Notifications

16.1. Upon filing for any bankruptcy or insolvency proceeding by or against Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, Contractor must notify NHD0C immediately.

16.2. Upon learning of the actions herein identified, NHD0C reserves the right at its sole discretion to either cancel this Agreement in whole or in part or re-affirm this Agreement in whole or in part.

17. Embodiment of the Agreement

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 17.1.1. shall govern. NHD0C reserves the right to clarify any contractual relationship in writing with the concurrence of Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or Contractor's Proposal and/or the result of this Agreement.

17.1. Order of Precedence:

17.1.1. NH Department of Corrections Agreement P-37 - NHD0C 2025-07.

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHDOC 2025-07*

-
- 17.1.2. NH Department of Corrections RFP NHDOC 2025-07.
 - 17.1.3. Proposer's Response to RFP NHDOC 2025-07.
 - 17.1.4. Negotiated Exceptions to Terms and Conditions to RFP NHDOC 2025-07, if applicable.

18. Cancellation of Agreement

NHDOC may cancel this Agreement at any time for breach of contractual obligations by providing Contractor with a written notice of such cancellation. Should NHDOC exercise its right to cancel this Agreement, the cancellation shall become effective on the date specified in the Notice of Cancellation sent to Contractor.

- 18.1. NHDOC reserves the right to terminate this Agreement without penalty or recourse by giving Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 18.2. Either Party reserves the right to cancel this Agreement for the convenience of the State with no penalties by giving Contractor sixty (60) days' notice of said cancellation.

19. Contractor Transition

NHDOC, at its discretion, in any Agreement or extensions thereof, resulting from Agreement, may require Contractor to work cooperatively with any predecessor and/or successor Contractor to assure the orderly and uninterrupted transition from one contractor to another.

20. Audit Requirement

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

21. Notification to Contractor

NHDOC shall be responsible for notifying Contractor, in writing of any policy or procedural changes affecting the services performed hereunder at least thirty (30) days before the implementation of such policy or procedure. Contractor shall implement the changes on the date specified by NHDOC.

22. Additional Information

- 22.1. In performing its obligations under this Agreement, Contractor may gain access to information of the inmates including confidential information. Contractor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of this Agreement, except as is directly connected to and necessary for Contractor's performance under this Agreement.
- 22.2. Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmates that becomes available to Contractor in connection with its performance under this Agreement.
- 22.3. In the event of unauthorized use or disclosure of the inmate's information, Contractor shall immediately notify NHDOC.
- 22.4. All material developed or acquired by Contractor, as a result of work under this Agreement shall become the property of the State of New Hampshire. No material or reports prepared by Contractor shall be released to the public without the prior written consent of NHDOC.
- 22.5. All financial, statistical, personnel and/or technical data supplied by NHDOC to Contractor are confidential. 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 Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Agreement and may result in Agreement termination.

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHDOC 2025-07*

23. Contractor Personnel

Contractor shall guarantee that all personnel providing the services required by this Agreement are qualified to perform their assigned tasks.

23.1. NHDOC 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. Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under this Agreement.

23.2. If a sub-contractor(s) is/are to be used for any portion of the services provided, prior approval from NHDOC shall be required. Notification to the Department shall include the name of the sub-contractor, brief company profile and a description of the services/functions being sub-contracted.

24. Non-Exclusive Contract

NHDOC reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State Contractors performing services which relate to the work or Deliverables set forth in this Agreement.

The remainder of this page is intentionally blank.

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHDOC 2025-07*

EXHIBIT C – ESTIMATED BUDGET/METHOD OF PAYMENT

The following is a description of the Method of Payment and Agreement Price for Contractor:

1. Estimated Budget (Cost Proposal) – Northern Region

Northern NH Correctional Facility (NNHCF) Optometry and Product Estimated Budget

Service Type/Materials & Supplies	Exam Qty. Est.	Extended Cost (Exam Qty. Estimate x Unit Cost)							
		FY 2026		FY 2027		Optional FY 2028		Optional FY 2029	
		Unit Cost	Ext. Cost	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost
Section A: Services									
Basic Eye Exam	252	\$ 60.62	\$ 15,278	\$ 63.65	\$ 16,040	\$ 66.83	\$ 16,842	\$ 70.18	\$ 17,684
Dilated Fundus Exam	126	\$ 12.50	\$ 1,575	\$ 13.13	\$ 1,654	\$ 13.78	\$ 1,736	\$ 14.47	\$ 1,823
Intraocular Pressure Check (GC-PT)	12	\$ 3.75	\$ 45	\$ 3.94	\$ 47.25	\$ 4.13	\$ 49.61	\$ 4.34	\$ 52.09
Contact Lens Exam	3	\$ 22.50	\$ 67.5	\$ 23.63	\$ 70.88	\$ 24.81	\$ 74.42	\$ 26.05	\$ 78.14
Subtotal: Section A Services		\$ 16,965.00		\$ 17,811.93		\$ 18,702.52		\$ 19,637.65	
Section B: Materials/Supplies									
State Frame & Soft Case (plastic, prison-safe)	200	\$ 8.12	\$ 1,625	\$ 8.53	\$ 1,706	\$ 8.96	\$ 1,791.56	\$ 9.41	\$ 1,881.14
Single Vision Lens (plastic)	120	\$ 16.74	\$ 2,008.50	\$ 17.57	\$ 2,109	\$ 18.45	\$ 2,214.37	\$ 19.38	\$ 2,325.09
Bifocal Lens (plastic)	60	\$ 29.24	\$ 1,754.25	\$ 30.70	\$ 1,842	\$ 32.23	\$ 1,934.06	\$ 33.85	\$ 2,030.76
Trifocal Lens (plastic)	3	\$ 31.74	\$ 95.21	\$ 33.32	\$ 99.97	\$ 34.99	\$ 104.97	\$ 36.74	\$ 110.22
Reading Frame/Lens (plastic, medically indicated, prison safe)	10	\$ 24.06	\$ 240.60	\$ 25.27	\$ 253	\$ 26.53	\$ 265.29	\$ 27.86	\$ 278.55
Photo-Gray Lens (medically indicated)	10	\$ 37.50	\$ 375	\$ 39.38	\$ 394	\$ 41.34	\$ 413.44	\$ 43.41	\$ 434.11
Repair Cost for State Frames ⁵	30	\$ 12.50	\$ 375	\$ 13.13	\$ 394	\$ 13.78	\$ 413.44	\$ 14.47	\$ 434.11
Poly Single Vision Upgrade	10	\$ 22.50	\$ 225	\$ 23.63	\$ 236	\$ 24.81	\$ 248.06	\$ 26.05	\$ 260.47

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHD0C 2025-07*

(medically indicated)									
Lens Tint (medically indicated)	10	\$ 10	\$ 100	\$ 10.50	\$ 105	\$ 11.03	\$ 110.25	\$ 11.58	\$ 115.76
Contract Lenses (medically indicated)	10	\$ 81.25	\$ 812.50	\$ 85.31	\$ 853.13	\$ 89.58	\$ 895.78	\$ 94.06	\$ 940.57
Poly Bifocal Vision Upgrade (medically indicated)	3	\$ 37.50	\$ 112.50	\$ 39.38	\$ 118.13	\$ 41.34	\$ 124.03	\$ 43.41	\$ 130.23
Subtotal: Section B Materials/Supplies		\$ 7,723.59		\$ 8,109.77		\$ 8,515.26		\$ 8,941.02	
Total: Add Section A and B Subtotals		\$ 24,688.59		\$ 25,921.69		\$ 27,217.78		\$ 28,578.67	

2. Estimated Budget (Cost Proposal) - Southern Region

Southern Region Optometry Service and Product Estimated Budget

Service Type/Materials & Supplies	Exam Qty. Est.	Extended Cost (Exam Qty. Estimate x Unit Cost)							
		FY 2026		FY 2027		Optional FY 2028		Optional FY 2029	
		Unit Cost	Ext. Cost	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost
Section A: Services									
Basic Eye Exam	720	\$ 60.62	\$ 43646.40	\$ 63.65	\$ 45828.72	\$ 66.83	\$ 48120.16	\$ 70.18	\$ 50526.16
Dilated Fundus Exam	350	\$ 12.50	\$ 4375	\$ 13.13	\$ 4593.75	\$ 13.78	\$ 4823.44	\$ 14.47	\$ 5064.61
Intraocular Pressure Check (GC-PT)	40	\$ 3.75	\$ 150	\$ 3.94	\$ 157.50	\$ 4.13	\$ 165.38	\$ 4.34	\$ 173.64
Contact Lens Exam	10	\$ 22.50	\$ 225	\$ 23.63	\$ 236.25	\$ 24.81	\$ 248.06	\$ 26.05	\$ 260.47
Subtotal: Section A Services		\$ 48,396.40		\$ 50,816.22		\$ 53,357.03		\$ 56,024.88	
Section B: Material/Supplies									
State Frame & Soft Case (plastic, prison-safe)	610	\$ 8.13	\$ 4956.25	\$ 8.53	\$ 5204.06	\$ 8.96	\$ 5464.27	\$ 9.41	\$ 5737.48
Single Vision Lens (plastic)	450	\$ 16.74	\$ 7531.88	\$ 17.57	\$ 7908.47	\$ 18.45	\$ 8303.89	\$ 19.38	\$ 8719.09
Bifocal Lens (plastic)	150	\$ 29.24	\$ 4385.63	\$ 30.70	\$ 4604.91	\$ 32.23	\$ 4835.15	\$ 33.85	\$ 5076.91
Trifocal Lens (plastic)	10	\$ 31.74	\$ 317.38	\$ 33.32	\$ 333.24	\$ 34.99	\$ 349.91	\$ 36.74	\$ 367.40

Safety with Respect, Professionalism, Dedication and Courage as One Team

**State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHDOC 2025-07**

Reading Frame/Lens (plastic, medically indicated, prison safe)	10	\$ 8.13	\$ 81.25	\$ 8.53	\$ 85.31	\$ 8.96	\$ 89.58	\$ 9.41	\$ 94.06
Photo-Gray Lens (medically indicated)	10	\$ 37.50	\$ 375.00	\$ 39.38	\$ 393.75	\$ 41.34	\$ 413.44	\$ 43.41	\$ 434.11
Repair Cost for State Frames	30	\$ 12.50	\$ 375.00	\$ 13.13	\$ 393.75	\$ 13.78	\$ 413.44	\$ 14.47	\$ 434.11
Poly Single Vision Upgrade (medically indicated)	10	\$ 8.13	\$ 81.25	\$ 8.53	\$ 85.31	\$ 8.96	\$ 89.58	\$ 9.41	\$ 94.06
Lens Tint (medically indicated)	10	\$ 10	\$ 100	\$ 10.50	\$ 105	\$ 11.03	\$ 110.25	\$ 11.58	\$ 115.76
Contract Lenses (medically indicated)	10	\$ 81.25	\$ 812.50	\$ 85.31	\$ 853.13	\$ 89.58	\$ 895.78	\$ 94.06	\$ 940.57
Poly Bifocal Vision Upgrade (medically indicated)	6	\$ 8.13	\$ 48.75	\$ 8.53	\$ 51.19	\$ 8.96	\$ 53.75	\$ 9.41	\$ 56.43
Subtotal: Section B Materials/Supplies		\$19,064.88		\$20,018.12		\$21,019.02		\$22,069.98	
Total: Add Section A and B Subtotals		\$67,461.28		\$70,834.34		\$74,376.06		\$78,094.86	

3. Method of Payment:

- 3.1. Contractor shall provide itemized invoices, commencing thirty (30) days after the start of service. Monthly invoices shall be submitted by the fifteenth (15th) day of each month following the month in which services are provided. Contractor shall submit all invoices to NHDOC in a timely manner.
- 3.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302. NHDOC will accept invoices in electronic format to expedite payment to: DOC: NHDOC Financial Services
- 3.3. NHDOC may adjust the payment amount identified on the Contractor's invoice if an invoice is not submitted in accordance with the instructions established by NHDOC.
- 3.4. NHDOC Bureau of Financial Services may issue payment to Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
 - 3.4.1. Invoice date, invoice number, and facility;
 - 3.4.2. Quantity and description of services rendered;
 - 3.4.3. Dates of said services; and
 - 3.4.4. Itemized service total charge.

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
On-Site Vision and Optometry Services
Contract NHD0C 2025-07*

3.5. Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

The remainder of this page is intentionally blank.

Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
Division of Medical and Forensics*

On-Site Vision and Optometry Services

Page 44 of 50

Contractor Initials: AC
Date: 7/28/25

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 744251

Certificate Number: 0007162820



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 1

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

Corporate Resolution

I, Anthony Coppola, hereby certify that I am duly elected Clerk/Secretary of
(Name)

ONISE VISION PLANS INC, 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 MARCH
(Month)

28, 20 25 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Anthony Coppola - Director of Operations (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of ONISE VISION PLANS, INC 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: 3/28/2025

ATTEST: [Signature] Director of Operations
(Name and Title)

STATE OF NEW YORK
COUNTY OF Schenectady

On the 28 day of March, 20 25, before me personally came Anthony Coppola to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he/she executed the same.

[Signature]
Notary Public

Christopher M. Preston
No. 01PR6114567
Notary Public, State of New York
Qualified in Fulton County
My Commission expires August 23, 20 26



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2025

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

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

PRODUCER Haylor Freyer & Coon, Inc. 1402 Washington St. Watertown NY 13601	CONTACT NAME: Suzanne LeBaron PHONE (A/C. No. Ext.): 315-800-1786 FAX (A/C. No.): E-MAIL ADDRESS: slebaron@haylor.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED OnSite Vision Plans, Inc. 46 Shepherd Rd. Stephentown NY 12169	INSURER A: Hanover American Insurance Company	NAIC # 36064
	INSURER B: Allmerica Financial Benefit	NAIC # 41840
	INSURER C: ShelterPoint Life Insurance Company	NAIC # 81434
	INSURER D: Houston Specialty Insurance Co	NAIC # 12938
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1899286556 **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.

INSTR. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EXP. (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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	OZS.J49974001	7/31/2024	7/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ex. occurr/accident) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	OZS.J49974001	7/31/2024	7/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accidnt) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$	Y	OZS.J49974001	7/31/2024	7/31/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	W2S.J49973401	7/31/2024	7/31/2025	<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
C D	NY & Disability Professional Liability		DS88613 AH-HS-PL-0000857-00	1/1/2025 8/30/2024	1/1/2026 8/30/2025	Per Claim Aggregate Limit Statutory Limits \$2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Additional Insured as required by written contract per form 391-1006
General Liability Primary & Non-Contributory and Waiver of Subrogation as required by written contract per form 391-1003
Auto Liability Waiver of Subrogation as required by written contract per form 461-0157
Umbrella follows form per CU0001

Nursing Home/Long Term Care facilities included at limit of \$1,000,000/occurrence \$3,000,000/Aggregate

CERTIFICATE HOLDER **CANCELLATION**

The NH Dept. of Corrections PO Box 1806 Concord NH 03302-1806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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

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

COR 307.03 Searches and Inspections Authorized.

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

Anthony Capora
Name


Signature

3/28/2025
Date

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

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

Anthony Coppola

Name

[Signature]

Signature

3/28/2005

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 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.

Andrew Corson
Name

Cje
Signature

3/28/2025
Date

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

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

(1) Definitions

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

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

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

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

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

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

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

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

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

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

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

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections
State of New Hampshire Agency Name

Helen E. Hanks
Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

4/16/2025
Date

ONSITE VISIT Admin Inc
Contractor Name

C. J.
Contractor Representative Signature

Anthony Caputo
Authorized Contractor Representative Name

Director of Operations
Authorized Contractor Representative Title

3/28/25
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS

COMMISSIONER

JONATHAN K. HANSON

DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

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

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC 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, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Anthony Cupola
(Name of Contract Signatory)

Date: 3/28/2005

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

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Anthony Caputo Cape
Printed Name/Signature of Contractor Employee

3/24/2025
Date

Anthony Caputo Cape
Printed Name/Signature of Contractor Representative

3/28/2025
Date

Director of Operations
Organization and Title of Contractor Representative