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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF MEDICAID SERVICES

Lori A. Weaver
Commissioner

Henry D. Lipman
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 8, 2025

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to amend an existing contract with Classic Optical Laboratories. Inc., (VC#216346), Youngstown, OH, which was competitively procured, to provide vision care products and related services for eligible children and adults through enrolled Medicaid Vision Care Providers, by exercising a contract renewal option by increasing the price limitation by $36,000 from $54,000 to $90,000 and extending the completion date from June 30, 2025 to June 30, 2027, effective July, 01, 2025, upon Governor and Council approval. 50.45% Federal Funds. 49.05% General Funds. 0.5% Other Funds (as defined in RSA 126-AA:3, 1.).

The original contract was approved by Governor and Council on June 29, 2022, item #12.

Funds are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to exercise an available contract renewal option for the Contractor to continue to provide cost-effective vision care products and related services for Medicaid eligible children and adults through a volume purchase discount program. The provision of prescription eyeglasses is a covered service in the New Hampshire State Plan for the Medicaid Program. The Contractor ensures that Medicaid recipients in the Fee for Service program who require eyeglasses have access to them.

Approximately 727 individuals will be served during State Fiscal Years 2026 and 2027.

The NH Vision Materials Volume Purchase Discount Program ensures high quality and stylish products are available at a competitive price for children and adults needing vision correction. The Contractor ensures eyeglass frames and lenses will be available to Medicaid recipients in more than 100 different styles of contemporary frames, which is equal to or better than most retail optical shops. The Vision Council of America reports nationwide 64% of adults and 25% of children wear glasses to correct their vision. There are a greater number of adults and children who are willing to wear their glasses as prescribed when they have more choices

that meet their individual needs. This improves the overall health outcomes for the Medicaid population.

The Department will monitor services by ensuring lenses and frames are provided within seven (7) business days of receipt of order.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, Medicaid recipients will have reduced access to discounted optical services. Additionally, optical providers would be likely to withdraw from the Medicaid program as their acquisition costs would increase. Increased costs to would negatively affect Medicaid recipients.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.778 FAIN #2505NH5ADM

Respectfully submitted,

Lori A. Weaver
Commissioner

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DEPARTMENT OF HEATH AND HUMAN SERVICES
CLASSIC OPTICAL LABORATORIES, INC., AMENDMENT #1
FISCAL DETAILS SHEET

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, DIVISION OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	101-500729	Medical Payments to Providers	47004033	$17,280	$0	$17,280
2024	101-500729	Medical Payments to Providers	47004033	$17,280	$0	$17,280
2025	101-500729	Medical Payments to Providers	47004033	$17,280	$0	$17,280
2026	101-500729	Medical Payments to Providers	47004033	$0	$17,280	$17,280
2027	101-500729	Medical Payments to Providers	47004033	$0	$17,280	$17,280
			Subtotal	**$51,840**	**$34,560**	**$86,400**

05-95-47-470010-70510000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, DIVISION OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, CHILD HEALTH INSURANCE PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	101-500729	Medical Payments to Providers	47000163	$540	$0	$0
2024	101-500729	Medical Payments to Providers	47000163	$540	$0	$0
2025	101-500729	Medical Payments to Providers	47000163	$540	$0	$0
2026	101-500729	Medical Payments to Providers	47000163	$0	$540	$540
2027	101-500729	Medical Payments to Providers	47000163	$0	$540	$540
			Subtotal	***$1,620***	***$1,080***	***$2,700***

05-95-47-470010-23580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, DIVISION OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, NH GRANITE ADV HEALTH CARE TRUST FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	101-500729	Medical Payments to Providers	47003432	$180	$0	$0
2024	101-500729	Medical Payments to Providers	47003432	$180	$0	$0
2025	101-500729	Medical Payments to Providers	47003432	$180	$0	$0
2026	101-500729	Medical Payments to Providers	47003432	$0	$180	$180
2027	101-500729	Medical Payments to Providers	47003432	$0	$180	$180
			Subtotal	***$1,620***	***$1,080***	***$2,700***
			Total	***54,000***	***$36,000***	***$90,000***

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Vision Materials Volume Purchase Discount Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Classical Optical Laboratories, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item 12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract) and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $90,000

3. Modify Exhibit B, Scope of Services; Section 1.6.1.1, to read:

   1.6.1.1. The Contractor shall ensure lenses are first quality impact-resistant glass, plastic, or polycarbonate, standard size, single vision, bifocal, trifocal, progressive, and cataract lenses.

4. Modify Exhibit B, Scope of Services; Section 1.6.2.8., to read:

   1.6.2.8. The Contractor shall ensure each frame in each category includes one (1) frame with adjustable nose pads and one (1) metal frame. The metal frame does not have to be available in three (3) colors, however, the Contractor shall ensure all other criteria are met.

5. Modify Exhibit B, Scope of Services; Section 1.6.7.2., to read:

   1.6.7.2. The Contractor shall ensure order forms are inclusive of, but not limited to, the following information:

6. Modify Exhibit B, Scope of Services; Section 3.2., to read:

   3.2. The Contractor shall monthly submit utilization reports with the number of orders shipped and received, amount billed to the State, amount paid by the State, number of lenses provided, and number of frames provided.

7. Modify Exhibit C, Payment Terms; Section 1.1 through 1.3, to read:

   1.1. 50.65% Federal funds, Medicaid, as awarded on October 01, 2024, by Centers for Medicare and Medicaid Services, ALN 93.778, FAIN 2505NH5ADM.

   1.2. 49.09% General Funds.

   1.3. 0.26% Other Funds as defined in RSA 126-AA:3, 1.

8. Modify Exhibit C, Payment Terms; Section 2, to read:

   2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line ~~items~~, as

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specified in Exhibit C-1 Price Sheet - Amendment #1.

9. Modify Exhibit C-1 Price Sheet, by replacing it in its entirety with Exhibit C-1 Price Sheet - Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 01, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/1/2025

Date

DocuSigned by:
Henry D. Lipman
CF5D44D4F70D4E4...

Name: Henry D. Lipman
Title: Medicaid Director

Classic Optical Laboratories, Inc.

4/29/2025

Date

Signed by:
Morgan Hartzell
AA40A0A0076B41B...

Name: Morgan Hartzell
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/5/2025

Date

DocuSigned by:
Robyn Guarino
748734844941480...

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Price Sheet

Procedure Code	Procedure Description	Proposed Unit Cost SFY 2022	Proposed Unit Cost SFY 2023	Proposed Unit Cost SFY 2024	Proposed Unit Cost SFY 2025	Proposed Unit Cost SFY 2026	Proposed Unit Cost SFY 2027
V2020	VISION SVCS FRAMES PURCHASES	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2025	Deluxe Frame CMS: 100-04, 1, 30.35	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
V2100	SP SV PLANO TO + OR - 4.00	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2101	SP SV +OR - 4.12 TO 7.00	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 40.00	$ 40.00
V2102	SP SV + OR - 7.12 TO 20.00	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2103	SP/CYL SV PL-4.00 SPH - .12-2.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 40.00	$ 40.00
V2104	SP/CYL SV PL-4.00 SPH - 2.12-4.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2105	SPH/CYL SV PL-4.OOSPH-4.25-6.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2106	SPH/CYL SV PL-4.OOSPH-OVER 6.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2107	SPH/CYL SV 4.25-7.00SPH,.12-2.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2108	SPH/CYL SV 4.25-7.00SPH, 2.12-4.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2109	SPH/CYL SV 4.25-7.00SPH, 4.25-6.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2110	SPH/CYL SV 4.25-7.00SPH, OVER 6.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2111	SPH/CYL SV 7.25-12.00SP, .25-2.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2112	SPH/CYL SV 7.25-12.00SP, 2.25-4.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 7.00	$ 7.00
V2113	SPH/CYL SV 7.25-12.00SP, 4.25-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2114	SPH/CYL SV OVER 12.00, ANY CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50

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Exhibit C-1- Amendment #1

Procedure Code	Procedure Description	Proposed Unit Cost SFY 2022	Proposed Unit Cost SFY 2023	Proposed Unit Cost SFY 2024	Proposed Unit Cost SFY 2025	Proposed Unit Cost SFY 2026	Proposed Unit Cost SFY 2027
V2115	LENTICULAR, MYODISC SV	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2118	ANISEIKONIC LENS SV	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2121	LENTICULAR, SV	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2199	NOT OTHERWISE CLASSIFIED SV	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2200	SPH BIF, PLANO TO+OR -4.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.50	$ 7.50
V2201	SPH BIF, +OR-4.12-7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.50	$ 7.50
V2202	SPH BIF, +OR-7.12-20.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.50	$ 7.50
V2203	SPH/CYL BIF, PL-4.00SP-.12-2.00 CYL	$ 7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.50	$ 7.50
V2204	SPH/CYL BIF, PL-4.00SP- 2.12-4.00 CYL	$ 7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.50	$ 7.50
V2205	SPH/CYL BIF, PL-4.00SP-4.25-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2206	SPH/CYL BIF, PL-4.00SP-OVER6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2207	SPH/CYL BIF, 4.25-7.00SP- .12-2.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2208	SPH/CYL BIV, 4.25-7.00SP-2.25-4.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2209	SPH/CYL BIF, 4.25-7.00SP-4.25-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2210	SPH/CYL BIF, 4.25-7.00SP-OVER 6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2211	SPH/CYL BIF, .7.25-12.00SP, 12-2.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2212	SPH/CYL BIF, 7.15-12.00SP, 2.25-4.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2213	SPH/CYL BIF, 7.12-12.00SP-4.25-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2214	SPH/CYL BIF, OVER +OR -12.00, ANY	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50

Initial MH

New Hampshire Department of Health and Human Services
Vision Materials Volume Purchase Discount Program

Exhibit C-1- Amendment #1

Procedure Code	Procedure Description	Proposed Unit Cost SFY 2022	Proposed Unit Cost SFY 2023	Proposed Unit Cost SFY 2024	Proposed Unit Cost SFY 2025	Proposed Unit Cost SFY 2026	Proposed Unit Cost SFY 2027
V2215	LENTICULAR, MYODISC BIF	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2218	ANISEIKONIC LENS BIF	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2219	BIF SEG OVER 28mm	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2220	BID ADD OVER 3.25	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.50	$ 15.50
V2221	LENTICULAR, BIF	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.50	$ 15.50
V2299	LENS BIFOCAL SPECIALTY	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2300	SPH, TRIFOCAL PL-+OR -4.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.50	$ 5.50
V2301	SPH, TRIFOCAL +OR -4.12-7.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.50	$ 5.50
V2302	SPH, TRIFOCAL +OR -7.12-20.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.50	$ 5.50
V2303	SPH/CYL TRI, PL-4.00SP-, 12-2.00 CYL	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.50	$ 5.50
V2304	SPH/CYL TRI,PL-4.00SP -2.25-4.00 CYL	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.50	$ 5.50
V2305	SPH/CYL TRI,PL-4.00SP-4.25-6.00 CYL	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.50	$ 5.50
V2306	SPH/CYL TRI,PL-4.00SP-OVER 6.00 CYL	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.50	$ 5.50
V2307	SPH/CYL TRI,4.25-7.00SP-.12-2.00 CYLS	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.50	$ 5.50
V2308	SPH/CYL TRI,4.25-7.00SP-2.25-4.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2309	SPH/CYL TRI,4.25-7.00SP,4.25-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2310	SPH/CYL TRI 4.25-7.00SP, OVER 6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2311	SPH/CYL TRI 7.25-12.0P-2.25-4.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2312	SPH/CYL TRI 7.25-12.00SP-2.25-4.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50

Exhibit C-1- Amendment #1

Procedure Code	Procedure Description	Proposed Unit Cost SFY 2022	Proposed Unit Cost SFY 2023	Proposed Unit Cost SFY 2024	Proposed Unit Cost SFY 2025	Proposed Unit Cost SFY 2026	Proposed Unit Cost SFY 2027
V2313	SPH/CYL TRI 7.25-12.00SP-425-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2314	SPH/CYL TRI OVER+OR-12.00SP ANY CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2315	LENTICULAR, MYODISC TRI	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2318	ANISEIKONIC LENS TRI	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2319	TRI SEG OVER 28mm	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2320	TRI ADD OVER 3.25	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2321	LENTICULAR, TRI	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2399	SPECIALTY TRI BY REPORT	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.50	$ 10.50
V2410	VARIABLE ASPHERICITY LENS SV, FULL SHIELD	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2430	VARIABLE ASPHERICITY LENS BIF, FULL SHIELD	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2499	VARIABLE SPHERICITY LENS OTHER BY REPORT	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2700	BALANCE	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2710	SLAB BALANCE	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2715	PRISM	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ -	$ -
V2718	PRESS ON PRISM	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2730	SPECIAL BASE CURVE	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2744	TINT PHOTOCHROMATIC	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2745	TINT ANY COLOR	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2750	ANTI-REFLECTIVE COATING	$ 30.00	$ 30.00	$ 30.00	$ 30.00	$ 30.00	$ 30.00
V2755	UV	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00
V2756	EYE GLASS CASE	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00
V2760	SCRATCH RESISTANT	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00

Initial MH

Exhibit C-1- Amendment #1

Procedure Code	Procedure Description	Proposed Unit Cost SFY 2022	Proposed Unit Cost SFY 2023	Proposed Unit Cost SFY 2024	Proposed Unit Cost SFY 2025	Proposed Unit Cost SFY 2026	Proposed Unit Cost SFY 2027
	COATING, PER LENS						
V2761	MIRROR COATING, ANY TYPE, SOLID, GRADIENT OR EQUAL, ANY LENS	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2762	POLARIZATION	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00
V2770	OCCLUDER	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2781	PROGRESSIVE LENS, PER LENS	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2782	HI-INDEX 1.54 TO 1.65 PL 1.60 TO 1.79 GLASS	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00
V2783	HI-INDEX 1.66 TO 1.66 PL OR >=1.80 GLASS	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00
V2784	POLYCARBONATE	$ 6.25	$ 6.25	$ 6.25	$ 6.25	$ 6.75	$ 6.75
V2799	MISC. VISION SERVICES	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00

Initial MH

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 CLASSIC OPTICAL LABORATORIES, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on September 17, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **636266**

Certificate Number: **0007174562**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2025.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Katherine Tullos, hereby certify that:

1. I am a duly elected Assistant Secretary of Classic Optical Laboratories, Inc.

2. The following is a true copy of a written consent executed by the sole member of the Board of Directors in lieu of a special meeting on April 3, 2025.

> RESOLVED, that Morgan Hartzell, as the elected President of the Company, be and hereby is authorized to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in her judgment be desirable or advisable in order to carry into effect this resolution, to perform the obligations of the Company hereunder or referred to herein, or are otherwise necessary or appropriate in connection with the above.
>
> FURTHER RESOLVED, that any and all lawful actions taken in the past by the officers and directors of the Company are hereby authorized, ratified and approved, notwithstanding any failure to comply with the Company's Bylaws or Articles of Incorporation.

3. I hereby certify that said action has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. 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: 4/17/2025

DocuSigned by:
Katherine Tullos
1E297B681263415...

Signature of Elected Officer
Name: Katherine Tullos
Title: Assistant Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2024

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
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: ACE Property & Casualty Insurance Company	20699
INSURER C: Indemnity Insurance Company of North Ameri	43575
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CLASSIC OPTICAL LABORATORIES, Inc
3710 Belmont Avenue
Youngtown, OH 44505

COVERAGES

CERTIFICATE NUMBER: W37259216

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:			OGL G4665657A	12/31/2024	12/31/2025	EACH OCCURRENCE	$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 3,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISA H11349833	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			G46656611	12/31/2024	12/31/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR C72605718	12/31/2024	12/31/2025	[X] PER STATUTE [ ] 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
A	Optical Professional Retroactive Date: 12/31/2023 Incld within General Liab limit			OGL G4665657A	12/31/2024	12/31/2025	Per Claim: Aggregate Limit:	$3,000,000 $10,000,000

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

Umbrella Policy is follow form: Occurrence over General Liability.
SEE ATTACHED

CERTIFICATE HOLDER

New Hampshire Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED CLASSIC OPTICAL LABORATORIES, Inc 3710 Belmont Avenue Youngtown, OH 44505
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Stop Gap coverage included.

INSURER AFFORDING COVERAGE: Indemnity Insurance Company of North America NAIC#: 43575

POLICY NUMBER: WLR C72605718 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Stop Gap/Employers Liability	See Below	
ND, WA, WY		

ADDITIONAL REMARKS:

Stop Gap / Employers Liability :

Bodily Injury by Accident - Each Accident $1,000,000

Bodily Injury by Disease - Each Employee $1,000,000

Bodily Injury by Disease - Policy Limit $1,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667

POLICY NUMBER: SCF C72603801 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	E.L. EACH ACCIDENT	$1,000,000
Employer's Liability (WI)	E.L. DISEASE - EA EMP	$1,000,000
Per Statute	E.L. DISEASE - POL LI	$1,000,000

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Lori A. Shibinette
Commissioner

Henry D. Lipman
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF MEDICAID SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 13, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into a contract with Classic Optical Laboratories, Inc., Vendor #216346, Youngstown, OH, in the amount of $54,000 to provide vision care products and related services for eligible children and adults through enrolled Medicaid Vision Care Providers, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2025. 50.85% Federal Funds. 49.05% General Funds. 0.10% Other Funds (as defined in RSA 126-AA:3, I).

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-47-470010-7948, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: OFC MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	101-500729	Medical Payments to Providers	47004033	$17,280
2024	101-500729	Medical Payments to Providers	47004033	$17,280
2025	101-500729	Medical Payments to Providers	47004033	$17,280
			Subtotal	***$51,840***

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05-95-47-470010-7051, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: OFC MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, CHILD HEALTH INSURANCE PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	101-500729	Medical Payments to Providers	47000163	$540
2024	101-500729	Medical Payments to Providers	47000163	$540
2025	101-500729	Medical Payments to Providers	47000163	$540
			Subtotal	***$1,620***

05-95-47-470010-2358, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: OFC MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, GRANITE ADVANTAGE HEALTH PROGRAM TRUST FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	101-500729	Medical Payments to Providers	47003432	$180
2024	101-500729	Medical Payments to Providers	47003432	$180
2025	101-500729	Medical Payments to Providers	47003432	$180
			Subtotal	***$540***
			TOTAL	**$54,000**

EXPLANATION

The purpose of this request is for the Contractor to provide cost-effective vision care products and related services for Medicaid eligible children and adults through a volume purchase discount program. The provision of prescription eyeglasses is a covered service in the New Hampshire State Plan for the Medicaid Program. This agreement ensures that Medicaid recipients, who are not participating in managed care arrangements, but who require eyeglasses, have access to them. The Contractor will provide eyeglass lenses, frames, associated parts, cases and services related to the provision and maintenance of these materials at a fixed unit cost to the Department.

The contract will allow the NH Vision Materials Volume Purchase Discount Program to provide high quality and stylish products at a competitive price for children and adults needing vision correction. The eyeglass frames and lenses will be available to Medicaid recipients in more than one hundred (100) different styles of contemporary frames, which is equal to or better than most retail optical shops. The Vision Council of America reports nationwide sixty-four percent (64%) of adults and twenty-five percent (25%) of children wear glasses to correct their vision. There are a greater number of adults and children who, with more choices that meet their

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individual needs, are willing to wear their glasses as prescribed, which improves the overall health outcomes for our Medicaid population.

Approximately 623 individuals will be served during State Fiscal Years 2023, 2024, and 2025.

The Department will monitor services by ensuring lenses and frames are provided within seven (7) business days of receipt of order.

The Department selected the Contractor through a Request for Proposals (RFP) that was posted on the Department's website from April 11, 2022 through May 19, 2022. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2. of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request optical providers would be likely to withdraw from the Medicaid program as their acquisition costs would increase. Increased costs to would negatively affect Medicaid recipients. Additionally, optical quality and provider choice would be reduced for Medicaid recipients.

Area served: Statewide

Source of Federal Funds: Centers for Medicare and Medicaid Services, Assistance Listing Number #93.778 Medical Assistance Program.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

For Lori A. Shibinette
Commissioner

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-DMS-03-VISIO

Project Title Vision Materials Volume Purchase Discount Program

	Maximum Points Available	Classic Optical Laboratories, Inc.
Technical		
Lenses (Q1)	15	15
Frames and Component Parts(Q2)	15	15
5.2.3. Frame Substitution (Q3)	15	15
Repairs and Replacements (Q4)	15	15
Delivery (Q5)	15	15
Lens Guarantee (Q6)	15	15
Order Forms (Q7)	15	15
Sample Kits (Q8)	15	14
Telephone Accessibility and Customer Service (Q9)	15	15
		0
		0
		0
Subtotal - Technical	135	134
Cost		
Budget (Appendix D)	70	70
Program Staff List (Appendix E)	30	30
Materials Cost Proposal Form (Appendix H)	30	30
Subtotal - Cost	160	160
TOTAL POINTS	295	294

Reviewer Name	Title
1 Jordan McCormick	Provider Relations Manager
2 Sheri Lacasse	Financial Analyst
3 Nancy Plourde	Program Planning & Review Spec.

FORM NUMBER P-37 (version 12/11/2019)

Subject: Vision Materials Volume Purchase Discount Program (RFP-2022-DMS-03-VISIO-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Classic Optical Laboratories, Inc.		1.4 Contractor Address 3710 Belmont Avenue, Youngstown, OH, 44505	
1.5 Contractor Phone Number (330) 759-8245	1.6 Account Number 05-95-47-470010-7948, 05-95-47-470010-7051, 05-95-47-470010-2358	1.7 Completion Date 6/30/2025	1.8 Price Limitation $54,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Morgan A. Hartzell Date: 6/15/2022		1.12 Name and Title of Contractor Signatory Morgan A. Hartzell Managing Director	
1.13 State Agency Signature DocuSigned by: Henry D. Lipman Date: 6/15/2022		1.14 Name and Title of State Agency Signatory Henry D. Lipman Medicaid Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 6/15/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS MAH
Date 6/15/2022

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 as indicated in block 1.17, 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. 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 affected 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS MAH

Date 6/15/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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.

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

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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials MAH

Date 6/15/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials MAH

Date 6/15/2022

New Hampshire Department of Health and Human Services
Vision Materials Volume Purchase Discount Program
EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

   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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date") upon Governor and Executive Council approval.

   1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

   3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

   12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Vision Materials Volume Purchase Discount Program
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide vision care products and related services for eligible children and adults through enrolled Medicaid Vision Care Providers (VCPs). Vision care products include but are not limited to:

1.1.1. Eyeglass lenses.

1.1.2. Frames.

1.1.3. Associated parts.

1.1.4. Cases.

1.1.5. Services related to the provision and maintenance of these materials.

1.2. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00A.M. to 8:00P.M. EST.

1.4. The Contractor shall enroll as a provider in the New Hampshire Medicaid Program and bill all individual services through the Department's fiscal agent according to New Hampshire Medicaid Program Rules.

1.5. The Contractor shall provide vision care products and related services to VCPs who are enrolled Medicaid providers, which include but are not limited to:

1.5.1. Opticians.

1.5.2. Optometrists.

1.5.3. Ophthalmologists.

1.6. The Contractor shall provide materials to VCPs who are enrolled as Medicaid providers. Materials shall include, but are not limited to:

1.6.1. Lenses

1.6.1.1. The Contractor shall ensure lenses are first quality impact-resistant glass, plastic, or polycarbonate, standard size, single vision, bifocal, trifocal, and cataract lenses.

1.6.1.2. The Contractor shall ensure all lenses have factory applied scratch resistant coating.

1.6.1.3. The Contractor shall ensure lenses conform to the American National Standard Institute (ANSI) recommendation for ophthalmic lenses, ANSI Z80.1-2005, or the latest edition thereof, and the U.S. Food and Drug Administration (FDA) requirements for impact resistant lenses.

1.6.1.4. The Contractor shall ensure executive bifocals, tinting, and photochromic lenses are provided when determined by a medical doctor or optometrist to be medically necessary, and requires prior authorization by the Department. Aphakic lenses also require prior authorization.

1.6.1.5. The Contractor shall ensure bifocal lenses are flattop 25 and 28, and round 22 only.

1.6.1.6. The Contractor shall ensure high-powered lenses or any such special lenses are provided when medical documentation indicates severe myopia, hyperopia, or astigmatism and requires prior authorization by the Department.

1.6.1.7. The Contractor shall accept and prepare special orders (e.g. oversized lenses) only if prior authorization has been granted by the Department.

1.6.1.8. The Contractor shall edge and mount contracted lenses ordered with contracted frames.

1.6.2. Frames and Component Parts

1.6.2.1. The Contractor shall ensure all frames and component parts furnished by the Contractor meet ANSI Z80.5-2004 standards for ophthalmic frames.

1.6.2.2. The Contractor shall ensure frames are from one (or more) manufacturer(s), preferably made in the United States, if feasible and cost effective.

1.6.2.3. The Contractor shall ensure frames offered are not discontinued models or special "Medicaid frames." All frames shall be of current and contemporary styles that are also readily available to the public.

1.6.2.4. The Contractor shall ensure frames are listed as currently available in the most recent edition of www.framesdata.com.

1.6.2.5. The Contractor shall ensure all frames are first quality zylonite, or cellulose acetate, (plastic), unless otherwise noted.

1.6.2.6. The Contractor shall ensure frame selections include at least three (3) styles of first quality zylonite, or cellulose acetate (plastic) appropriate for (each of) men, women, boys, and girls, including those with special vision/health care needs.

1.6.2.7. The Contractor shall ensure each frame style is available in

at least:

1.6.2.7.1. Three (3) colors.

1.6.2.7.2. Two (2) eye sizes.

1.6.2.7.3. Two (2) temple lengths.

1.6.2.7.4. One (1) bridge size.

1.6.2.8. The Contractor shall ensure each frame in each category includes one (1) frame with adjustable nose pads and one (1) metal frame. The metal fram does not have to be available in three (3) colors, however, the Contractor shall ensure all other criteria are met.

1.6.2.9. The Contractor shall ensure frames have at least five (5) styles appropriate for (each of) men, women, boys, and girls. One (1) infant frame is required.

1.6.2.10. The Contractor shall ensure frame selection addresses all but the most unusual physical requirements of the general population.

1.6.2.11. The Contractor shall ensure each frame meets the following fit requirements:

1.6.2.11.1. Correct Fit: Frame shall allow lenses to meet ANSI standards.

1.6.2.11.2. Bridge Width: The eyeglasses shall fit on the bridge of the nose with no pinching.

1.6.2.11.3. Temple Length: The temples shall be the correct length to sit comfortably over the wearer's ears.

1.6.2.11.4. Secure Fit: The wearer shall be able to bend over, move their head quickly from side to side, and move without the eyeglasses falling off or sliding up and/or down the nose, ears and/or face.

1.6.3. Frame Substitution

1.6.3.1. If, during the period of the contract, any frame(s) listed in the Exhibit C-1 Price Sheet is to be discontinued by the manufacturer, the Contractor shall substitute another frame of equal or better quality at the same contracted price as the discontinued frame, subject to the approval by representatives of the Department. The Department shall be notified in writing at least thirty (30) days in advance of the impending change.

1.6.3.2. Cost of notification to the VCPs of the change shall be borne by the Contractor.

1.6.3.3. The Contractor shall exchange new frames for discontinued frames in the Sample Kits at no cost to the VCPs.

1.6.3.4. If, during the period of the contract, any frames are found to be of inferior quality by the Department, the Contractor shall substitute frames of satisfactory quality, at a comparable cost to the Department.

1.6.3.5. All contracted frames shall have a one (1) year warranty period against breakage, scratching and damage.

1.6.4. Repairs and Replacements

1.6.4.1. The Contractor shall provide new replacement parts, temples, and hinges for frames under this Contract in accordance with the New Hampshire Medicaid Program Rules and subject to the terms and conditions specified in this Agreement.

1.6.4.2. The Contractor shall indicate the nature and extent of any guarantee regarding frame damage that is in addition to the New Hampshire Medicaid Rules or this Agreement.

1.6.4.3. The Contractor shall ensure that if lenses are broken, cracked, chipped or badly scratched, the VCP may request a new pair of lenses. If the lenses are from a contract frame or can be adapted to a frame not covered by the contract, the Contractor shall forward the lenses to the VCP for mounting. If the lenses cannot be adapted then a new pair of lenses and frames shall be ordered and dispensed.

1.6.4.4. If a contract frame under warranty is broken, the Contractor shall provide a replacement frame to be used at no cost to the VCP. If a frame not under contract is broken, the Contractor shall replace it with a new pair of eyeglasses at the contracted rate. The following frame warranties shall apply:

1.6.4.4.1. Complete frames in lieu of components parts;

1.6.4.4.2. Warranted for one (1) year from delivery; and

1.6.4.4.3. Guarantee to be free from defects in manufacturing and workmanship.

1.6.5. Delivery

1.6.5.1. The Contractor shall fill all properly completed orders and be

financially responsible for sending them to the ordering VCP via first class mail, UPS, or courier service within seven (7) business days of receipt of the order. Successful delivery includes properly packaging the eyeglasses in a protective eyeglass case so that no damage occurs in transit, ensuring the correct frame is sent and is in usable condition, and the delivery is made to the VCP's office during normal business hours. The first of the seven (7) business days shall be the workday immediately following receipt of the order.

1.6.5.2. The Contractor shall ensure that all orders are date stamped by the Contractor on the date the order was received in the mail.

1.6.5.3. The Contractor shall ensure the VCP is notified within two (2) business days if the prescription cannot be completed within the seven (7) business day requirement.

1.6.5.4. The Contractor shall ensure that repair requests are filled within the seven (7) business day limit.

1.6.5.5. The Contractor shall ensure that if order forms are improperly completed or illegible, the Contractor attempts to clarify the information with the ordering VCP by telephone. If the necessary information cannot be reasonably obtained by telephone, the incomplete or illegible form shall be returned to the VCP within three (3) business days with an explanation of the reason for return.

1.6.6. Lens Guarantee

1.6.6.1. The Contractor shall complete all orders according to the VCP's instructions.

1.6.6.2. The Contractor shall replace, at no cost to the Department, lenses containing defects or errors caused by the Contractor within seven (7) days of receipt of defective or erroneous lenses. Such defects may include, but are not limited to:

1.6.6.2.1. Lenses which are broken, scratched, or chipped at time of receipt by the VCP.

1.6.6.2.2. Lenses which deviate from the VCP's prescription beyond the deviation standards submitted by the ANSI Z80 Committee on Ophthalmic Standards.

1.6.6.2.3. Lenses containing prescription errors caused by the VCP. Such lenses shall be replaced upon return to the Contractor. The Contractor shall be

reimbursed at 50% of the contract rate for replacement of such lenses. Temporary lenses in which more precision is needed to accommodate the visual acuity needs of the recipient shall be reimbursed at the contract rate.

1.6.7. Order Forms

1.6.7.1. The Contractor shall develop and print order forms for vision materials. Forms shall be approved by the Department prior to use.

1.6.7.2. The Contractor shall ensure order forms are be inclusive of, but not limited to, the following information:

1.6.7.2.1. Date of order,

1.6.7.2.2. Name of dispensing VCP,

1.6.7.2.3. VCP's address,

1.6.7.2.4. VCP's eight (8) digit Medicaid VCP Number,

1.6.7.2.5. Medicaid recipient's name,

1.6.7.2.6. Date of birth,

1.6.7.2.7. 11 digit Medicaid ID Number, and

1.6.7.2.8. All pertinent prescription information.

1.6.7.3. The Contractor shall ensure that all orders are submitted in writing by first class mail or by facsimile transmission. Electronic submission of order forms will be accepted if the Contractor is so equipped, however the Contractor is encouraged to develop a system of online ordering of materials during the terms of this contract. Telephone orders will not be accepted.

1.6.8. Sample Kits

1.6.8.1. The Contractor shall assemble a sample kit for display, representative of the frame styles and colors covered under the contract. Subject to the approval of the Department, a sample kit shall be made available at no cost to all New Hampshire Medicaid VCP's who choose to participate while a volume purchase contract is in effect.

1.6.9. Telephone Accessibility and Customer Service

1.6.9.1. The Contractor shall maintain a user-friendly, dedicated VCP telephone line that must be operational during normal

business hours.

1.6.9.2. The Contractor shall provide all hardware and software necessary to operate this VCP call line, including hardware and software necessary to allow for tracking call volume and response time.

1.6.9.3. During normal business hours, the Contractor shall ensure that the dedicated VCP call line is adequately staffed to allow for maximum system time-up and for expeditious and proper call responses.

1.6.9.4. The Contractor shall ensure that the VCP call line includes an option that allows a VCP to be connected to a live person at any time during normal business hours.

1.6.9.5. Customer Service performance standards shall include:

1.6.9.5.1. Responding to written correspondence within two (2) business days acknowledging receipt and within 14 business days with a resolution. A copy of all correspondence shall be sent to the Department Project Manager assigned to this initiative.

1.6.9.5.2. Forwarding all complaints/concerns in monthly reports to the Department, the format/content of which must be subject to the approval of the Department consistent with the Contract and all appendices; and;

1.6.9.5.3. Notifying the Department when the phone system is inoperable within one hour of downtime.

2. Staffing

2.1. The Contractor shall provide an Account Manager who is available by phone or e-mail five (5) days per week, and dedicated to successful implementation of services at minimum of 50% during the startup phase, within 90 days of contract approval, and two (2) days per month thereafter. The Account Manager must have the ability to travel to Concord, New Hampshire when necessary, as determined by the Department.

3. Reporting/Deliverables

3.1. The Contractor shall quarterly submit a key staff contact list with the names, locations, email addresses, phone numbers, and fax numbers of key staff.

3.2. The Contractor shall monthly submit utilization reports with the number of orders shipped and received, amount biled to the State, amount paid by the State, number of lenses provided, and number of frames provided.

3.3. The Contractor shall monthly submit quality reports detailing written complaints and concerns received from New Hampshire Medicaid VCPs. The quality reports must include narratives along with the name of individual(s) making the written complaint/concern, the nature of the complaint/concern, and steps taken to resolve the issue. Reports must include the number of glasses returned for remake each month.

3.4. The Contractor shall monthly submit a New Hampshire Medicaid Provider Network Report with volume orders and a list of names and addresses of New Hampshire Medicaid VCPs placing orders. The Contractor shall also submit the report at the end of each fiscal year of the Agreement.

4. Performance Measures

4.1. The Department will monitor Contractor performance by ensuring that customer service performance standards include a sufficient number of telephone lines so that no more than five percent (5%) of incoming calls ring busy or are on hold for more than one (1) minute prior to being answer by an actual staff member.

5. Exhibits Incorporated

5.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

5.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

5.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

6.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

6.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

6.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access

and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

6.3. Credits and Copyright Ownership

6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

6.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

6.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

6.3.3.1. Brochures.

6.3.3.2. Resource directories.

6.3.3.3. Protocols or guidelines.

6.3.3.4. Posters.

6.3.3.5. Reports.

6.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7. Records

7.1. The Contractor shall keep records that include, but are not limited to:

7.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

7.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions

and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Vision Materials Volume Purchase Discount Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 50.85% Federal funds, Centers for Medicare and Medicaid Services, Assistance Listing Number #93.778 Medical Assistance Program.
   1.2. 49.05% General funds.
   1.3. 0.10% Other funds as defined in RSA 126-AA:3, I.
1. For the purposes of this Agreement the Department has identified:
   1.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
   1.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1 Price Sheet.
3. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   3.3. Identifies and requests payment for allowable costs incurred in the previous month.
   3.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DMSInvoices@dhhs.nh.gov or mailed to:

      Financial Manager
      Department of Health and Human Services
      129 Pleasant Street
      Concord, NH 03301
4. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract

completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

7.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

7.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

7.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1

Price Sheet

Item Number	Procedure Code	Procedure Description	Proposed Unit Cost SFY 2023	Proposed Unit Cost SFY 2024	Proposed Unit Cost SFY 2025
V2020	VISION SVCS FRAMES PURCHASES	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2025	Deluxe Frame CMS: 100-04, 1, 30.35	$ 40.00	$ 40.00	$ 40.00	$ 40.00
V2100	SP SV PLANO TO + OR - 4.00	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2101	SP SV +OR - 4.12 TO 7.00	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2102	SP SV + OR - 7.12 TO 20.00	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2103	SP/CYL SV PL-4.00 SPH - .12-2.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2104	SP/CYL SV PL-4.00 SPH - 2.12-4.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2105	SPH/CYL SV PL-4.OOSPH-4.25-6.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2106	SPH/CYL SV PL-4.OOSPH-OVER 6.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2107	SPH/CYL SV 4.25-7.00SPH,.12-2.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2108	SPH/CYL SV 4.25-7.00SPH, 2.12-4.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2109	SPH/CYL SV 4.25-7.00SPH, 4.25-6.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2110	SPH/CYL SV 4.25-7.00SPH, OVER 6.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2111	SPH/CYL SV 7.25-12.00SP, .25-2.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2112	SPH/CYL SV 7.25-12.00SP, 2.25-4.00 CYL	$ 6.50	$ 6.50	$ 6.50	$ 6.50
V2113	SPH/CYL SV 7.25-12.00SP, 4.25-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2114	SPH/CYL SV OVER 12.00, ANY CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2115	LENTICULAR, MYODISC SV	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2118	ANISEIKONIC LENS SV	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2121	LENTICULAR, SV	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2199	NOT OTHERWISE CLASSIFIED SV	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2200	SPH BIF, PLANO TO+OR -4.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00
V2201	SPH BIF, +OR-4.12-7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00

New Hampshire Department of Health and Human Services
Vision Materials Volume Purchase Discount Program

Exhibit C-1

Item Number	Procedure Code	Procedure Description	Proposed Unit Cost SFY 2023	Proposed Unit Cost SFY 2024	Proposed Unit Cost SFY 2025
V2202	SPH BIF, +OR-7.12-20.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00
V2203	SPH/CYL BIF, PL-4.00SP-.12-2.00 CYL	$ 7.00	$ 7.00	$ 7.00	$ 7.00
V2204	SPH/CYL BIF, PL-4.00SP-2.12-4.00 CYL	$ 7.00	$ 7.00	$ 7.00	$ 7.00
V2205	SPH/CYL BIF, PL-4.00SP-4.25-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2206	SPH/CYL BIF, PL-4.00SP-OVER6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2207	SPH/CYL BIF, 4.25-7.00SP- .12-2.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2208	SPH/CYL BIV, 4.25-7.00SP-2.25-4.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2209	SPH/CYL BIF, 4.25-7.00SP-4.25-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2210	SPH/CYL BIF, 4.25-7.00SP-OVER 6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2211	SPH/CYL BIF, .7.25-12.00SP, 12-2.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2212	SPH/CYL BIF, 7.15-12.00SP, 2.25-4.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2213	SPH/CYL BIF, 7.12-12.00SP-4.25-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2214	SPH/CYL BIF, OVER +OR -12.00, ANY	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2215	LENTICULAR, MYODISC BIF	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2218	ANISEIKONIC LENS BIF	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2219	BIF SEG OVER 28mm	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2220	BID ADD OVER 3.25	$ 15.00	$ 15.00	$ 15.00	$ 15.00
V2221	LENTICULAR, BIF	$ 15.00	$ 15.00	$ 15.00	$ 15.00
V2299	LENS BIFOCAL SPECIALTY	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2300	SPH, TRIFOCAL PL-+OR -4.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00
V2301	SPH, TRIFOCAL +OR -4.12-7.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00
V2302	SPH, TRIFOCAL +OR -7.12-20.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00
V2303	SPH/CYL TRI, PL-4.00SP-, 12-2.00 CYL	$ 5.00	$ 5.00	$ 5.00	$ 5.00
V2304	SPH/CYL TRI,PL-4.00SP -2.25-4.00 CYL	$ 5.00	$ 5.00	$ 5.00	$ 5.00
V2305	SPH/CYL TRI,PL-4.00SP-4.25-6.00 CYL	$ 5.00	$ 5.00	$ 5.00	$ 5.00

New Hampshire Department of Health and Human Services
Vision Materials Volume Purchase Discount Program

Exhibit C-1

Item Number	Procedure Code	Procedure Description	Proposed Unit Cost SFY 2023	Proposed Unit Cost SFY 2024	Proposed Unit Cost SFY 2025
V2306	SPH/CYL TRI,PL-4.00SP-OVER 6.00 CYL	$ 5.00	$ 5.00	$ 5.00	$ 5.00
V2307	SPH/CYL TRI,4.25-7.00SP-12-2.00 CYLS	$ 5.00	$ 5.00	$ 5.00	$ 5.00
V2308	SPH/CYL TRI,4.25-7.00SP-2.25-4.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2309	SPH/CYL TRI,4.25-7.00SP,4.25-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2310	SPH/CYL TRI 4.25-7.00SP, OVER 6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2311	SPH/CYL TRI 7.25-12.0P-2.25-4.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2312	SPH/CYL TRI 7.25-12.00SP-2.25-4.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2313	SPH/CYL TRI 7.25-12.00SP-425-6.00 CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2314	SPH/CYL TRI OVER+OR-12.00SP ANY CYL	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2315	LENTICULAR, MYODISC TRI	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2318	ANISEIKONIC LENS TRI	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2319	TRI SEG OVER 28mm	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2320	TRI ADD OVER 3.25	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2321	LENTICULAR, TRI	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2399	SPECIALTY TRI BY REPORT	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2410	VARIABLE ASPHERICITY LENS SV, FULL SHIELD	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2430	VARIABLE ASPHERICITY LENS BIF, FULL SHIELD	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2499	VARIABLE SPHERICITY LENS OTHER BY REPORT	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2700	BALANCE	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2710	SLAB BALANCE	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2715	PRISM	$ 2.00	$ 2.00	$ 2.00	$ 2.00
V2718	PRESS ON PRISM	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2730	SPECIAL BASE CURVE	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2744	TINT PHOTOCHROMATIC	$ 10.00	$ 10.00	$ 10.00	$ 10.00

New Hampshire Department of Health and Human Services
Vision Materials Volume Purchase Discount Program

Exhibit C-1

Item Number	Procedure Code	Procedure Description	Proposed Unit Cost SFY 2023	Proposed Unit Cost SFY 2024	Proposed Unit Cost SFY 2025
V2745	TINT ANY COLOR	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2750	ANTI-REFLECTIVE COATING	$ 30.00	$ 30.00	$ 30.00	$ 30.00
V2755	UV	$ 2.00	$ 2.00	$ 2.00	$ 2.00
V2756	EYE GLASS CASE	$ 2.00	$ 2.00	$ 2.00	$ 2.00
V2760	SCRATCH RESISTANT COATING, PER LENS	$ 2.00	$ 2.00	$ 2.00	$ 2.00
V2761	MIRROR COATING, ANY TYPE, SOLID, GRADIENT OR EQUAL, ANY LENS	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2762	POLARIZATION	$ 15.00	$ 15.00	$ 15.00	$ 15.00
V2770	OCCLUDER	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2781	PROGRESSIVE LENS, PER LENS	$ 10.00	$ 10.00	$ 10.00	$ 10.00
V2782	HI-INDEX 1.54 TO 1.65 PL 1.60 TO 1.79 GLASS	$ 15.00	$ 15.00	$ 15.00	$ 15.00
V2783	HI-INDEX 1.66 TO 1.66 PL OR >=1.80 GLASS	$ 20.00	$ 20.00	$ 20.00	$ 20.00
V2784	POLYCARBONATE	$ 6.25	$ 6.25	$ 6.25	$ 6.25
V2799	MISC. VISION SERVICES	$ 50.00	$ 50.00	$ 50.00	$ 50.00

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Classic Optical Laboratories, Inc

6/15/2022
Date

DocuSigned by:
Morgan A. Hartzell
Name: Morgan A. Hartzell
Title: Managing Director

DS
MAH
Vendor Initials
6/15/2022
Date

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Classic Optical Laboratories, Inc

6/15/2022
Date

DocuSigned by:
Morgan A. Hartzell
Name: Morgan A. Hartzell
Title: Managing Director

DS
MAH
Vendor Initials
6/15/2022
Date

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS MAH

Date 6/15/2022

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Classic Optical Laboratories, Inc

6/15/2022
Date

DocuSigned by:
Morgan A. Hartzell
Name: Morgan A. Hartzell
Title: Managing Director

DS
MAH
Contractor Initials
6/15/2022
Date

New Hampshire Department of Health and Human Services
Exhibit G

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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MAH

Contractor Initials _____

Date 6/15/2022

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Classic Optical Laboratories, Inc

DocuSigned by:
Morgan A. Hartzell

6/15/2022
Date

Name: Morgan A. Hartzell
Title: Managing Director

Docusign Envelope ID: D0E34408-BCF8-4FC6-BC8E-596F98D1B341

DocuSign Envelope ID: 01D6851E-A974-4A50-820A-A83715455518

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Classic Optical Laboratories, Inc

6/15/2022
Date

DocuSigned by:
Morgan A. Hartzell
Name: Morgan A. Hartzell
Title: Managing Director

DS
MAH
Contractor Initials
6/15/2022
Date

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 applicable to business associates. 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. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

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

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

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

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance 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 thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "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.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

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

n. "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.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. 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, and the HITECH
Act.

(2). **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules 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 over and above those 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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. 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.

e. 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 (l). 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 Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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, 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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Classic Optical Laboratories, Inc
The State	Name of the Contractor
Henry D. Lipman	Morgan A. Hartzell
Signature of Authorized Representative	Signature of Authorized Representative
Henry D. Lipman	Morgan A. Hartzell
Name of Authorized Representative	Name of Authorized Representative
Medicaid Director	Managing Director
Title of Authorized Representative	Title of Authorized Representative
6/15/2022	6/15/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Classic Optical Laboratories, Inc

6/15/2022
Date

Name: Morgan A Hintzell
Title: Managing Director

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: 14-7834621

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks: End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov