



STATE OF NEW HAMPSHIRE
 OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
 OFFICE OF THE EXECUTIVE DIRECTOR

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 JAN 28 2026

Deanna E. Jurius
 Executive Director

Heather A. Kelley
 Director

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December 15, 2025

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification (OPLC), to enter into a **Sole Source** contract with Connor Capobianco, DDS, MD (Vendor Code TBD) of Bow, NH, for Dental Anesthesia Inspector Services, statewide for the OPLC, in an amount up to and not to exceed \$25,000.00. This contract shall be effective upon Governor and Executive Council Approval through November 30, 2026, with the option to extend for up to four (4) years. 100% Agency Funds.

Funds to support this request are available in FY2026 and contingent upon availability and continued appropriations in FY2027 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

01-21-2100-24040000 Division of Administration	<u>FY 2026</u>	<u>FY 2027</u>
046-500462 - Consultants	\$9,000	\$16,000

EXPLANATION

This request is **Sole Source** because of the increased need to conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices with permits to administer Deep Sedation/General Anesthesia to ensure compliance with statutory and regulatory provisions. The increased need for Dental Anesthesia Inspectors arises from recent changes in the NH Administrative Rules DEN 304 chapter, which provides the ongoing inspection requirements for the use of general anesthesia, deep sedation, and moderate sedation. Currently, the OPLC has only three active contracts for dental anesthesia inspectors, despite OPLC's efforts to solicit RFA responses. In order to respond to the current backlog of inspections and due to the public health risks involved, the OPLC is seeking this **Sole Source** contract to expedite the process and facilitate reducing the inspection backlog.

Dental Anesthesia Inspectors aid the OPLC to ensure compliance with laws and rules, including NH Revised Statutes Annotated (RSA) 317-A and Administrative Rules chapter DEN 300. Among other duties, the Contractor assists the OPLC staff with the set up and performance of regular inspections and reviews information received to make certain that all materials are complete and ready for Board Review. In the event that Agency Funds become no longer available, General Funds will not be requested to support this program.

Based on the foregoing, I am respectfully recommending approval of the contract with Connor Capobianco, DDS, MD.

Respectfully submitted,

Deanna E. Jurius
 Executive Director

Subject: SS Dental Anesthesia Inspection Services

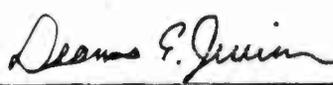
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square Concord, NH 03301	
1.3 Contractor Name Connor Capobianco		1.4 Contractor Address 150 Griffin Rd, Ste 2, Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 431-8427 (option 3)	1.6 Account Unit and Class 046-500462	1.7 Completion Date November 30, 2026	1.8 Price Limitation \$25,000
1.9 Contracting Officer for State Agency Steven H. Burgess, Contracts Administrator		1.10 State Agency Telephone Number (603) 271-9369	
1.11 Contractor Signature  Date: 11/6/25		1.12 Name and Title of Contractor Signatory Connor Capobianco, DDS, MD	
1.13 State Agency Signature  Date: 12/15/2025		1.14 Name and Title of State Agency Signatory Deanna E. Jurius, Executive 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: <i>J.D. Lavallee</i> On: 1/8/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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



EXHIBIT A

Revisions/Modifications to Standard Terms and Conditions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date: Completion of Project, is amended by adding subparagraph 3.4 as follows:

3.4 The parties may extend the Agreement for up to 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.

1.2. Paragraph 8, Event of Default/Remedies, subparagraph 8.2.3, is amended to read:

8.2.3. Give the Contractor a Written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this agreement, until Event of Default is cured.

1.3 Paragraph 14, Insurance, is deleted in its entirety.



EXHIBIT B

Scope of Services

1. General Scope of Work

- 1.1. Connor Capobianco (hereinafter the "Contractor") agrees to conduct dental anesthesia inspections on behalf of the Office of Professional Licensure and Certification (hereinafter "OPLC") of dentists and dental facilities which administer anesthesia in the practice of dentistry, to assist the Board of Dental Examiners (hereinafter, "the Board") with the issuance of appropriate licensure, certification and/or permit.
- 1.2. The Contractor shall maintain a current valid and unrestricted license as a New Hampshire a Dentist and maintain the General Anesthesia/Deep Sedation Permit during the duration of this contract.
- 1.3. The Contractor shall provide dates and times of anticipated availability for inspections to the OPLC for the following year no later than twenty (20) days from the contract effective date, with updates provided by e-mail as changes in availability occur.
- 1.4. The Contractor shall respond to all requests from the OPLC for inspections no later than two (2) business days from receiving the request, by sending an email to the OPLC, either confirming or refusing the opportunity to conduct an inspection, and including:
 - 1.4.1. An attestation indicating no conflict of interest exists between the Contractor and the provider, facility, and/or host facility, as appropriate; or
 - 1.4.2. A statement indicating a conflict of interest exists between the Contractor and the provider, facility, and/or host facility, as appropriate.
- 1.5. Notwithstanding refusals due to a conflict of interest, the Contractor may refuse the opportunity to conduct an inspection up to three (3) times during the term of the agreement. The Contractor agrees that:
 - 1.5.1. An attestation of a conflict of interest must clearly identify the relationship between both parties that constitutes the conflict of interest.
 - 1.5.2. Pursuant to Paragraph 9 of Form P-37, General Provisions, refusing opportunities to conduct inspections may result in termination of the contract.
- 1.6. The Contractor must be available for a minimum of seven (7) hours per month to complete full inspections, ensuring work hours are not subdivided among groups of providers or individual providers in the same practice group.
- 1.7. The contractor shall assist the OPLC with arranging and completing unannounced inspections of dental facilities and/or offices.
- 1.8. The Contractor shall be available to assist the OPLC, Division of Enforcement, in preparation for testimony before the Boards for administrative hearings based on completed inspections, as required by the OPLC.

2. Facility Inspections

- 2.1. The Contractor shall conduct initial inspection, and subsequent reinspection, of dental facilities, or dental hosting facilities, by evaluating the equipment, supplies, medications,



EXHIBIT B

and documents supplied by the facility as they relate to general anesthesia and sedation to ensure compliance with statutory and regulatory provisions, including but not limited to, NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules, DEN 300, Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists, and applicable federal law.

3. Comprehensive Evaluations

- 3.1. The Contractor shall conduct comprehensive evaluations of dentists and/or dental facilities to ensure compliance with statutory and regulatory provisions, including but not limited to, NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules, DEN 300, Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation and applicable federal law.
- 3.2. The Contractor's evaluation shall assess the dental facilities personnel, records and patient treatment as they relate to general anesthesia and sedation. The comprehensive evaluation shall also include:
 - 3.2.1. The inspection of all applicable equipment, supplies, medications, and documents.
 - 3.2.2. Observation of Board-approved simulated emergency management scenarios, in order to:
 - 3.2.2.1. Evaluate a provider's ability to diagnose and manage the physiologic consequences for patients whose level of sedation becomes deeper than initially intended; and
 - 3.2.2.2. Evaluate a provider's training, skill, medication, and equipment to identify and manage the simulated emergency.
 - 3.2.3. Other items and topic areas as required by the OPLC in accordance with current laws, rules, and regulations.

4. Reporting

- 4.1. For any reports or evaluations submitted to the OPLC or Board, the Contractor shall:
 - 4.1.1. Utilize the appropriate current report format for the type of inspection requested.
 - 4.1.2. Ensure reports are completed accurately and according to the requirements of the specific licensure, certification, and/or permit sought.
 - 4.1.3. Ensure completed reports are legible and any comments are clear, concise, and objective.
 - 4.1.4. Provide completed reports and supporting documentation, as applicable, to the OPLC no later than two (2) business days after completing the inspection.



EXHIBIT C

Method of Payment

1. Contract Price

- 1.1. The OPLC shall pay the Contractor an amount up to and not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
- 1.2. No maximum or minimum client and service volume is guaranteed.
- 1.3. This Agreement is funded with 100% Agency Funds.
- 1.4. The Contractor agrees to provide the services in EXHIBIT B, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

2. Pricing Structure

- 2.1. Payment shall be made on a per evaluation basis, inclusive of travel and all relating duties, at the reimbursement rates specified below.
 - 2.1.1. \$300 for each facility inspection completed, as described in EXHIBIT B, Scope of Services, Section 2; and,
 - 2.1.2. \$750 for each comprehensive evaluation completed, as described in EXHIBIT B, Scope of Services, Section 3.

3. Invoicing

- 3.1. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
 - 3.1.1. Ensure each invoice is completed, including details such as case identifiers, dated, and returned to the OPLC in order to initiate payment.
 - 3.1.2. Keep detailed records of activities related to contract services.
- 3.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 3.3. The final invoice is due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
- 3.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to finance@oplc.nh.gov; hard copy invoices may be mailed to:

Director of Operations
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301

- 3.5. Payments may be withheld pending receipt of required reports or documentation as identified in EXHIBIT B, Scope of Services and in this EXHIBIT C.

**State of New Hampshire
Independent Contractor Certification Form**

Describe the services that the individual will perform for your agency.

Provide investigative and expert consultant services to OPLC Enforcement and Board of Dental Examiners to assist in the timely and efficient review of complaints and claims

1. Does the agency have State employees that perform the same or similar services? Yes No
 - a. List the position titles _____
 - b. List the position numbers _____

2. Will the Agency exercise authority over the means by which the service is rendered by:
 - a. Setting work hours Yes No
 - b. Setting the work location or providing work space Yes No
 - c. Training the individual in how the services must be performed Yes No
 - d. Supervising how services are rendered Yes No
 - e. Providing tools, materials or office supplies to perform the services Yes No
 - f. Requiring periodic reports on the individual's services Yes No
 - g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants Yes No

3. Will the individual perform the services exclusively for the agency? Yes No

4. Does the individual offer these services for individuals or entities other than the State? Yes No

5. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes No

6. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes No

7. Will the Agency have the right to terminate the relationship at any time? Yes No

8. Can the individual terminate the relationship at any time without liability? Yes No

9. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes No
Please Identify Dental Anesthesia Inspector

10. As a matter of economic reality is the individual dependent on the State for work? Yes No

11. What is the individual's name? Connor Capobianco

12. Have they previously been employed by the State? Yes No
If so, what was the latest year of service? _____

13. What agency did they last work for? _____

14. What was the title of the last position they held with the State? _____

I have reviewed the certification form and the facts and circumstances relevant to the certification and attest it is true to the best of my knowledge and belief. By signing this form, I certify that the individual being hired meets the independent contractor test.

Deanna E. Jurius Digitally signed by Deanna E. Jurius
Date: 2026.01.08 15:46:31 -05'00'

Commissioner or Director

1/8/26

Date

To whom it may concern, as an independent contractor providing services under my own name and having no employees, I am not subject to RSA 281-A,

Workers' Compensation Law.

Name: Conrad Cybriano

Signed: 

Date: 11/6/25

