



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

Glenn Normandeau
Executive Director

January 30, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a **sole source** contract with the University of Pennsylvania, School of Veterinary Medicine (Vendor # 252105) in the amount of \$14,985 to perform immunohistochemical (IHC) testing of retropharyngeal lymph node (RLN) or obex tissue from free-ranging cervids, including white-tailed deer or moose, for the presence of chronic wasting disease (CWD) from the date of Governor and Council approval through June 30, 2021. Funding is 75% federal funds, 25% Other (Game Management Funds).

Funding is available for this contract and will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Years 2020 and 2021, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

03 75 75 751520-2158000 – Wildlife Program – Game Management

| | | |
|--|-------------|-------------|
| 20-07500-21580000-304-500841 Research & Management | <u>FY20</u> | <u>FY21</u> |
| | \$9,990.00 | \$4,995.00 |

EXPLANATION


Chronic wasting disease (CWD) is a fatal infectious neurological disorder that is known to affect various members of the deer family, including white-tailed deer and moose. As part of a nationwide program the New Hampshire Fish and Game Department (NHFG) has annually conducted CWD monitoring and surveillance, primarily through the sampling and testing of hunter killed deer. This fatal disease poses a serious threat to New Hampshire's deer and moose herds and monitoring and surveillance provides a means of early detection.

A significant component of the monitoring and surveillance effort is the actual testing of tissue from retropharyngeal lymph nodes (RLN) of deer or obex tissue from moose using immunohistochemical (IHC) techniques. These tests can only be performed at laboratories that have been federally certified by the USDA.

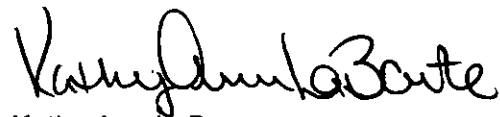
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
January 30, 2020
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NHFG requests a sole source contract with the veterinary diagnostic laboratory at the University of Pennsylvania School of Veterinary Medicine to perform IHC testing as described in Exhibits A, B and C. This laboratory is associated with the Northeast Wildlife Disease Cooperative and will provide the described testing service at a low price (\$11.25 per sample).

Respectfully submitted,



Glenn Normandeau
Executive Director



Kathy Ann LaBonte
Chief, Business Division



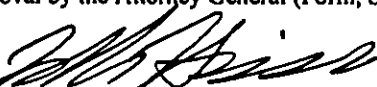
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Fish and Game Department | | 1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301 | |
| 1.3 Contractor Name The Trustees of the University of Pennsylvania | | 1.4 Contractor Address 3451 Walnut Street, 5th Fl. Franklin Bldg, Philadelphia, PA 19104 | |
| 1.5 Contractor Phone Number (610) 925-6217 | 1.6 Account Number 21580000-304-500841 | 1.7 Completion Date June 30, 2021 | 1.8 Price Limitation \$14,985.00 |
| 1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director | | 1.10 State Agency Telephone Number 603-271-2461 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Vincent Buschi, Associate Director, Research Services | |
| 1.13 Acknowledgement: State of <u>PA</u> , County of <u>Philadelphia</u> On <u>13th January, 2020</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Carmen Rowe 1347352</u> | | State of: <u>United States</u> County of: <u>PA</u> The foregoing document was acknowledged before me <u>13</u> day on <u>January, 2020</u> | |
| 1.13.2 Name and Title of Notary or Justice of the Peace | | <u>Carmen Rowe, Notary Public</u> <u>My Commission Expires: April 03, 2023</u> | |
| 1.14 State Agency Signature  Date: <u>1/31/2020</u> | | 1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/12/2020</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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



Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

I. SERVICE REQUIREMENTS

A. Laboratory Certification

This service must be provided by a diagnostic laboratory that is certified by the United States Department of Agriculture (USDA) to perform immunohistochemical (IHC) tests on cervid tissue, including the retropharyngeal lymph nodes and/or the obex portion of the brain stem, for the presence of chronic wasting disease (CWD).

B. Testing Methodology

The testing shall be conducted using IHC methods in accordance with recognized procedures and protocols as established through USDA certification in A above.

C. Number of Samples to be Tested

The goal is to collect and submit approximately 800 samples during fiscal year 2020 (FY20) and approximately 400 samples during FY21 for testing. The larger sample number during FY20 is due to a holdover of approximately 400 samples from FY19 which were unable to be tested due to unforeseen complications with the University of Pennsylvania School of Veterinary Medicine's IHC testing equipment.

D. Test Results

Test results shall be summarized and reported for all samples and results of individual tests on each sample shall be provided. USDA guidelines and procedures for confirmation will be followed in the event of a presumptive positive test result.

II. RESPONSIBILITIES

A. New Hampshire Fish and Game Department (NHF&G)

- 1- NHF&G shall collect retropharyngeal lymph nodes and/or obex tissue from free-ranging cervids, preserve said tissue in individual containers filled with 10% neutral buffered formalin and label appropriately with consecutive sample identification numbers.
- 2- NHF&G shall appropriately package and ship tissue samples to the contractor (laboratory) for testing.
- 3- NHF&G shall provide the contractor (laboratory) with sample documentation on the contractor's specimen submission form and/or in an electronic format such as Microsoft Excel.

B. Contractor (Laboratory)

- 1- The Contractor shall perform tests as specified in I above and provide results in a timely manner.
- 2- The Contractor shall charge per each submitted sample tested.

Date: 
Initials: 11/15/2020

EXHIBIT B

METHOD OF PAYMENT

The contractor (laboratory) shall receive payment for services rendered in accordance with the following:

1. Voucher for Payment – The Contractor may voucher for a payment upon satisfactory completion of services for each sample tested at the price of \$11.25 per sample tested.
2. Contract shall be in effect upon Governor and Executive Council approval through 30 June 2021, subject to satisfactory completion of services and availability of state funds.



Date: 
Initials: 1/13/2020

EXHIBIT C

SPECIAL PROVISIONS

1. Termination – Either party, upon written thirty (30) day notice sent by certified mail may terminate this contract.
2. The Contractor may provide and report data to the United States Department of Agriculture in accordance with USDA guidelines and procedures for confirmation in the event of a presumptive positive test result, as described in Exhibit A, Section I-D.
3. Paragraph 9.2 shall be amended only to the extent to allow the Contractor to maintain data developed by its faculty and staff to allow for publication of the results. The State of New Hampshire Fish and Game Department will be provided with a copy of the data. Notwithstanding this special provision, the provisions of Paragraph 9 of this contract shall survive and remain in effect.
4. Paragraph 13 of this contract is amended to read: “Contractor agrees to be responsible for any and all claims based on, resulting from, or arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Each party shall be responsible for its negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State of New Hampshire. This covenant in Paragraph 13 shall survive the termination of this Agreement.”
5. Contractor hereby states and affirms that it carries the requisite Workers’ Compensation coverage in compliance with Pennsylvania law and that it has provided documentation necessary to demonstrate such Workers’ Compensation coverage to the State of New Hampshire.
6. Paragraph 19 of this contract is amended to read: “This Agreement 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.”

Date: 3/12/2020
Initials: 



Office of Research Services

Certification of Authority

I, Christopher Denman hereby certify that Vincent Buschi is an authorized official for The Trustees of the University of Pennsylvania and is authorized to sign form P-37.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that Vincent Buschi currently occupies the position of Associate Director, Research Services with full authority to bind the University of Pennsylvania.

Signed: _____

Christopher Denman
Sr. Associate Director, Research Services

Date: _____



Office of the University Secretary

February 27, 2015

To Whom It May Concern:

This is to certify that on February 27, 2015, at the Stated Meeting of the Trustees of the University of Pennsylvania, the following resolution was unanimously passed:

**Resolution Amending February 27, 2009 Resolution on the Authority
to Execute and Perform Research Contracts and Grants**

Intention:

On March 13, 1987, the Trustees approved a resolution on the authority to execute and perform research contracts and grants, which resolution was updated and approved on May 21, 1993.

Corporate and governmental sponsors of University research often require a certified Board resolution explicitly delegating to the University signatory the authority to execute research agreements or grants. In addition, certain foreign patent applications require a copy of the corporate resolution authorizing the signatory for the University to sign on its behalf.

In view of the creation of the Penn Center for Innovation in 2014, as successor to the combined Center for Technology Transfer and Corporate Contracts group of the Office of Research Services, and title changes for some of the individuals previously authorized to execute research contracts, grants, licenses and related agreements, the administration proposes that the February 27, 2009, resolution be amended as follows:

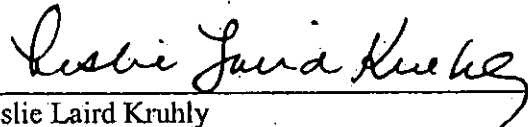
RESOLVED, that the Vice Provost for Research, Associate Vice Provost for Research, Associate Vice President for Research, Director, Associate and Assistant Director(s) of Research Services and the Executive Director of the Penn Center for Innovation and at his/her specific delegation, the Directors and senior officers of the Penn Center for Innovation and Associate Directors of the Corporate Contracts Group of the Penn Center for Innovation, be and hereby are authorized to sign, perform and execute for the University all research and training contracts, grants or other agreements which have been reviewed and approved pursuant to University policies and procedures. This authority shall include the signing of any and all documents required in connection with the initiation, operation and termination of such contracts, grants or agreements.

FURTHER RESOLVED, that the Vice Provost for Research, Associate Vice Provost for Research and Executive Director of the Penn Center for Innovation, and at his/her specific delegation, the Directors and senior officers of the Penn Center for Innovation be and hereby are authorized to sign any and all documents in connection with the application for, or prosecution of, patents on inventions and discoveries, the issuance of licenses or other documents that have been reviewed and approved pursuant to University policies and procedures.

FURTHER RESOLVED, that the Vice Provost for Research and the Director of Regulatory Affairs be and hereby are authorized to sign any and all documents in connection with the review and approval of research projects involving the use of humans and animals as subjects, which have been reviewed and approved pursuant to University policies and procedures.

As of this date, the above resolution is still in effect, and has not been amended, revoked or rescinded. The signatory, Leslie Laird Kruhly, is still serving as the Vice President and University Secretary of the University of Pennsylvania.

Witness my hand and the seal of the University this twenty-seventh day of February in the year two thousand fifteen and in the year of the University two hundred seventy-five.

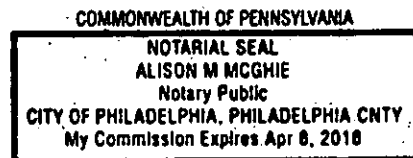
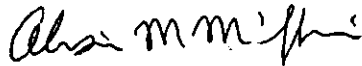


Leslie Laird Kruhly
Vice President and University Secretary,
University of Pennsylvania

Commonwealth of Pennsylvania SS:
County of PHILADELPHIA

On this, the twenty-seventh day of February, 2015, before me a notary public, the undersigned officer, personally appeared Leslie Laird Kruhly known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.





**Chief
Self-Insurance Division**



Date: 04/12/2019

SELF-INSURANCE PERMIT
ADDENDUM LISTING SELF-INSURED EMPLOYERS

The following employers are authorized to self-insure their workers' compensation liability under the permit issued to Trustees of the University of Pennsylvania on 04/12/2019.

| Self-Insured Employers | Insurer Code | Authorized From: | Self-Insured To: |
|--|---------------------|-------------------------|-------------------------|
| PRESBYTERIAN MEDICAL CENTER OF THE UNIV. OF PA HEALTH SYSTEM | 1124 | 04/01/2019 | 04/01/2020 |
| TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA | 0934 | 04/01/2019 | 04/01/2020 |
| CLINICAL CARE ASSOC OF THE UNIVERSITY OF PA HEALTH SYSTEM | 6076 | 04/01/2019 | 04/01/2020 |
| PENNSYLVANIA CENTER FOR REHABILITATION AND CARE | 1311 | 04/01/2019 | 04/01/2020 |
| PENNSYLVANIA HOSPITAL OF THE UNIV OF PA HEALTH SYSTEM | 0952 | 04/01/2019 | 04/01/2020 |
| WISSAHICKON HOSPICE OF THE UNIVERSITY OF PA HEALTH SYSTEM | 6286 | 04/01/2019 | 04/01/2020 |

This Self-Insurance Permit Addendum, is issued on the above indicated date and shall supersede any and all such addendums previously issued as part of the self-insurance permit.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
BUREAU OF WORKERS' COMPENSATION
By:

Charece Z. Collins, Esq.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2020

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 Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: PHILADELPHIA.CERTS@MARSH.COM J24356-Penns-Casua-19-20 | CONTACT NAME: _____ | |
| | PHONE (A/C, No, Ext): _____ | FAX (A/C, No): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Pinnacle Consortium of Higher Education | | 11980 |
| INSURER B : _____ | | _____ |
| INSURER C : _____ | | _____ |
| INSURER D : _____ | | _____ |
| INSURER E : _____ | | _____ |
| INSURER F : _____ | | _____ |

COVERAGES **CERTIFICATE NUMBER:** CLE-005868764-58 **REVISION NUMBER:** 86

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | | | PCHE2019-09 | 7/1/2019 | 7/1/2020 | EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 2,000,000.00 GENERAL AGGREGATE \$ 6,000,000.00 PRODUCTS - COMPROP AGG \$ 2,000,000.00 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Evidence of insurance for the Trustees of the University of Pennsylvania - RE: FORM NUMBER P-37 (Agreement between the Trustees of the University of Pennsylvania & New Hampshire Fish and Game Department. Services include: perform immunohistochemical (IHC) tests on cervid tissue, including the retropharyngeal lymph nodes and/or the obex portion of the brain stem, for the presence of chronic wasting disease (CWD). Completion date is June 30, 2021.

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| CERTIFICATE HOLDER State of New Hampshire New Hampshire Fish and Game Department, 11 Hazen Drive Concord, NH 03301 | 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> |
|--|---|