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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

Nicholas A. Toumpas
Commissioner

Robert J. MacLeod
Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300
Fax: 603-271-5845 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 14, 2014

5% Other funds
66% Generations
29% Federal funds

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

SOLE SOURCE
Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital to enter into a **retroactive, sole source** agreement with the University of Vermont and State Agricultural College (Vendor # 160344), 280 East Avenue, Suite 2, Burlington, Vermont 05401-3437, for the provision of clinical equipment repairs and preventative maintenance services, in an amount not to exceed \$4,185, effective retroactive to July 1, 2014 upon Governor and Executive Council approval through December 31, 2014.

Funds are available in the following account for State Fiscal Year 2015.

05-095-094-940010-8410 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2015	024-500225	Contract Repairs, Equipment	94050130	\$4,185
		Total		\$4,185

EXPLANATION

This **retroactive, sole source** agreement is being requested to avoid disruption of required clinical equipment repairs and preventative maintenance services at New Hampshire Hospital. This six-month agreement will allow the Department sufficient time to release a Request for Proposal that addresses these services.

The Department had a contract that expired on June 30, 2014 for repair and preventative maintenance services with the University of Vermont and State Agricultural College as a result of a competitive bid process. This agreement is being requested retroactively because this contractor has since repaired a piece of clinical equipment in July 2014 in response to a request made by New Hampshire Hospital after the expiration date of the previous contract.

New Hampshire Hospital operates approximately one hundred and twenty five (125) pieces of clinical equipment that must be maintained in accordance with the Joint Commission standards. Much of this equipment is state of the art technology requiring service provided by specially trained and

licensed technicians. The hospital staff lacks the necessary expertise to perform the required maintenance and repairs.

Should Governor and Executive Council not approve this request, equipment may not be maintained to ensure safe usage, thus placing New Hampshire Hospital at risk of losing accreditation with the Joint Commission and at increased risk of patient or staff injury and litigation.

Area served: New Hampshire Hospital, Concord, NH

Source of funds: Other Funds (agency café) 5%, General Funds: 66% and Federal Funds: 29% from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Code of Federal Domestic Assistance Number (CFDA) 93.778, Federal Award Identification Number (FAIN) NH 20144.

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

Respectfully submitted,


Robert J. MacLeod
Chief Executive Officer

Approved by:


Nicholas A. Toumpas
Commissioner

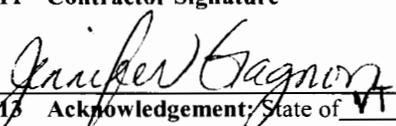
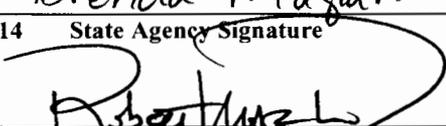
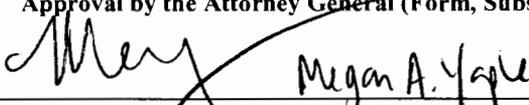
Subject: Clinical Equipment Repair and Preventative Maintenance

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name University of Vermont and State Agricultural College		1.4 Contractor Address 280 East Avenue, Suite 2 Burlington, VT 05401-3437	
1.5 Contractor Phone Number (802) 656-0070	1.6 Account Number 05-095-094-940010- 84100000-024-500225- 94050130	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$4,185
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jennifer Gagnon, Associate Vice President for Research Administration	
1.13 Acknowledgement: State of <u>VT</u> , County of <u>Chittenden</u> On <u>8/1/14</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] 		Commission Expires 2-10-15	
1.13.2 Name and Title of Notary or Justice of the Peace Brenda Maglaris			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert J. MacLeod, CEO/NHHA	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yale On: 8/20/14			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: 
Date: 

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Exhibit A

1.1.3.5. Electrical safety inspections shall be performed on electrically powered clinical equipment in order to reduce the possibility of micro shock.

1.1.4. Performance Testing and Preventative Maintenance of Clinical Equipment:

1.1.4.1. Performance tests shall be performed on clinical equipment in accordance with accepted engineering practices and the current code requirements of the National Fire Protection Association (Code 99 for Healthcare Facilities) and the TJC accreditation manuals;

1.1.4.2. Preventative maintenance required on clinical equipment shall be performed at the time of the performance test; and

1.1.4.3. The equipment to receive performance testing and preventative maintenance is identified in Appendix A.

1.1.5. Incoming inspections:

1.1.5.1. Incoming Inspections shall be performed on new clinical equipment prior to being put into service in order to meet TJC requirements. The test shall include an electrical safety inspection and performance tests to verify meeting of specifications and compliance with applicable codes and standards.

1.1.6. Repair Service:

1.1.6.1. Minor repairs defined as requiring less than ½ hour labor shall be performed as an integral part of this agreement. Major repairs defined as requiring ½ hour or more of labor shall not be initiated until authorization is obtained from the Hospital. Minor and major repair costs shall be specified upon agreement between the Contractor and the Hospital. All equipment repaired shall receive a performance test and an incoming inspection prior to being placed back into service. Copies of the documentation shall be in compliance with 'Reporting Frequencies' as described in the following section (section 2., subsections 2.1. and 2.2.);

2. PROGRAM REPORTING REQUIREMENTS

2.1. Reporting Frequencies: Reports shall be sent to the Hospital Safety Engineer to be in compliance with the Hospital and regulatory and/or accrediting agencies. Reports shall be completed for repairs, preventative maintenance, testing, calibrations, incoming inspections, and consultations as requested. Reporting frequencies shall be:

2.1.1. Repairs = Quarterly Report

2.1.2. Incoming Inspections = Quarterly Report

2.1.3. Preventative Maintenance = Semi-Annual Report

2.1.4. Annual Program Review & Assessment = Submit within 30 days after contract expiration date

2.1.5. Consultations = Monthly Report as requested

2.2. Other reports may be requested as needed by the State

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract 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 Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) 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.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a 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.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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

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New Hampshire Department of Health and Human Services
Exhibit D



- 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.

Contractor Name: *University of Vermont and State Agricultural College*

AUG 04 2014

Date

Jennifer Gagnon
Name: Jennifer Gagnon,
Title: Associate Vice President
for Research Administration



CERTIFICATION REGARDING LOBBYING

The Contractor 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.

Contractor Name: *University of Vermont and State Agricultural College*

AUG 04 2014
Date


Name: Jennifer Gagnon,
Title: Associate Vice President
for Research Administration



**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

JUL 24 2014



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 (l)(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: University of Vermont and State Agricultural College

AUG 04 2014
Date

Janifer Begnon
Name: Janifer Begnon
Title: Assistant President
for Research Administration

Contractor Initials JB
Date _____

JUL 24 2014



**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.

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

New Hampshire Department of Health and Human Services
Exhibit G



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: *University of Vermont and State Agricultural College*

AUG 04 2014

Date

Jennifer Gagnon
Name: **Jennifer Gagnon,**
Title: **Associate Vice President
for Research Administration**

Contractor Initials

Date

JG
JUL 24 2014



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: University of Vermont and State Agricultural College

AUG 04 2014
Date

Jennifer Gagnon
Name: Jennifer Gagnon,
Title: Associate Vice President
for Research Administration

Contractor Initials JG
Date _____

JUL 24 2014



Exhibit I

HEALTH INSURANCE PORTABILITY 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, Title XIII, 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.

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JUL 24 2014



Exhibit I

- i. "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



Exhibit I

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



Exhibit I

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



Exhibit I

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.



Exhibit I

- 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.

New Hampshire Hospital
The State

Robert J. MacLean
Signature of Authorized Representative

Robert J. MacLean
Name of Authorized Representative

CEO
Title of Authorized Representative

August, 24, 2014
Date

DEPARTMENT OF HEALTH AND HUMAN SERVICES
STATE ASSISTANT ATTORNEY GENERAL

Name of the Contractor

Jennifer Gagnon
Signature of Authorized Representative

Jennifer Gagnon
Name of Authorized Representative
Assistant Representative for Research Administration

Title of Authorized Representative

AUG 04 2014
Date



**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 (DUNS #)
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: University of Vermont and State Agricultural College

AUG 04 2014

Date

Jennifer Gagnon
Name: Jennifer Gagnon,
Title: Associate Vice President
for Research Administration

JG
JUL 24 2014



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 DUNS number for your entity is: 06-681-1191
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?

_____ 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: _____

**New Hampshire Department of Health and Human Services
R-NHH APS Clinical Equipment Inventory**



Appendix A

**R-NHH APS Clinical Equipment Inventory
June 30, 2014**

ECA #	Type	Serial #	Model	Manufacturer
000186	THERMOMETER,ELECTRON	3120662	2080A	IVAC CORP
000431	CENTRIFUGE	2G0962	LABOFUGE	HERAEUS INSTRUMENTS
000432	CENTRIFUGE	260962	LABOFUGE	HERAEUS INSTRUMENTS
002735	MICROSCOPE	---	SPENCER	AEARO CORP(AMERICAN
010274	SCALE,ADULT	---	NO MODEL	DETECTO SCALE CO DIV
010314	PUMP,ENTERAL FEEDING	---	NO MODEL	ABBOTT NUTRITION DIV
010316	PUMP,ENTERAL FEEDING	323360	FLEXIFLO	ABBOTT NUTRITION DIV
010317	PUMP,ENTERAL FEEDING	328914	FLEXIFLO	ABBOTT NUTRITION DIV
010318	PUMP,ENTERAL FEEDING	380129	COMPANI	ABBOTT NUTRITION DIV
010320	PUMP,ENTERAL FEEDING	392234	FLEXIFLO	ABBOTT NUTRITION DIV
010321	PUMP,ENTERAL FEEDING	347334	FLEXIFLO	ABBOTT NUTRITION DIV
010322	PUMP,ENTERAL FEEDING	---	NO MODEL	ABBOTT NUTRITION DIV
016498	SCALE,ADULT	---	NO MODEL	DETECTO SCALE CO DIV
019058	MICROSCOPE	---	150	AEARO CORP(AMERICAN
019566	AUDIOSCOPE	0000516	23300	WELCH ALLYN
103593	OXIMETER,MULTIWAVELE	01056	KMS850	KW-MED INC(KELLER
103627	OTO/OPHTHALMOSCOPE	---	74710	WELCH ALLYN
103628	OTO/OPHTHALMOSCOPE	---	74710	WELCH ALLYN
104815	OTO/OPHTHALMOSCOPE	---	74710	WELCH ALLYN
104816	OTO/OPHTHALMOSCOPE	---	74710	WELCH ALLYN
104817	OTO/OPHTHALMOSCOPE	---	74710	WELCH ALLYN
104818	OTO/OPHTHALMOSCOPE	---	74710	WELCH ALLYN
104819	OTO/OPHTHALMOSCOPE	---	74710	WELCH ALLYN
104820	OTO/OPHTHALMOSCOPE	---	74710	WELCH ALLYN
104821	OTO/OPHTHALMOSCOPE	---	74710	WELCH ALLYN
105173	INFUSION PUMP	12210478	PLUM XL	HOSPIRA INC
105174	INFUSION PUMP	12210460	PLUM XL	HOSPIRA INC
105175	INFUSION PUMP	12210292	PLUM XL	HOSPIRA INC
105938	OTO/OPHTHALMOSCOPE	---	74710	WELCH ALLYN
105971	ASPIRATOR	15098-M	88-00-01	LAERDAL MEDICAL
105972	ASPIRATOR	15099-M	88-00-01	LAERDAL MEDICAL
105973	ASPIRATOR	15094-M	88-00-01	LAERDAL MEDICAL
108814	ULTRASOUND,THERAPEUTI	99C4940	716	SONICAID
109166	AUDIOSCOPE	---	23300	WELCH ALLYN
200017	AUDIOSCOPE	---	23300	WELCH ALLYN
200018	AUDIOMETER	---	71123	WELCH ALLYN
200999	ELECTROCARDIOGRAPH	US00607	M1770A	PHILIPS MEDICAL
201294	MONITOR,SPO2	12380397	2500	NONIN MEDICAL INC
201180	ASPIRATOR	PL15967	880020	LAERDAL MEDICAL
201283	ASPIRATOR	PL15941	880020	LAERDAL MEDICAL
201284	ASPIRATOR	PL15941	880020	LAERDAL MEDICAL
201285	ASPIRATOR	PL15941	880020	LAERDAL MEDICAL
201286	ASPIRATOR	PL15941	880020	LAERDAL MEDICAL
201287	ASPIRATOR	PL15941	880020	LAERDAL MEDICAL
201288	ASPIRATOR	PL15941	880020	LAERDAL MEDICAL
201289	ASPIRATOR	PL15941	880020	LAERDAL MEDICAL
201290	MONITOR,SPO2	---	2500	NONIN MEDICAL INC
201292	MONITOR,SPO2	12380401	2500	NONIN MEDICAL INC
201293	MONITOR,SPO2	---	2500	NONIN MEDICAL INC
201581	OXYGEN CONCENTRATOR	04G720603	PLATINUM XL	INVACARE
201725	THERMOMETER,ELECTRON	04339039	692	WELCH ALLYN
201726	THERMOMETER,ELECTRON	04339043	692	WELCH ALLYN
201727	THERMOMETER,ELECTRON	04339046	692	WELCH ALLYN
201728	THERMOMETER,ELECTRON	04339051	692	WELCH ALLYN
201730	THERMOMETER,ELECTRON	04339058	692	WELCH ALLYN
201731	THERMOMETER,ELECTRON	---	692	WELCH ALLYN
201732	THERMOMETER,ELECTRON	04339065	692	WELCH ALLYN
201733	THERMOMETER,ELECTRON	04339069	692	WELCH ALLYN
201734	THERMOMETER,ELECTRON	04339070	692	WELCH ALLYN
201735	THERMOMETER,ELECTRON	04339071	692	WELCH ALLYN

NH DHHS
New Hampshire Hospital
Clinical Equipment Repair and Maintenance
R-NHH APS Clinical Equipment Inventory

Contractor Initials: *JD*
Date:

JUL 24 2014

**New Hampshire Department of Health and Human Services
R-NHH APS Clinical Equipment Inventory**



Appendix A

**R-NHH APS Clinical Equipment Inventory
June 30, 2014**

ECA #	Type	Serial #	Model	Manufacturer
201775	MONITOR,SPO2	12690229	2500	NONIN MEDICAL INC
201811	DEFIBRILLATOR,AUTOMAT	X04I043	AED PLUS	ZOLL MEDICAL CORP(ZMI
201812	DEFIBRILLATOR,AUTOMAT	x04I0501	AED PLUS	ZOLL MEDICAL CORP(ZMI
201813	DEFIBRILLATOR,AUTOMAT	X04C030	AED PLUS	ZOLL MEDICAL CORP(ZMI
201814	DEFIBRILLATOR,AUTOMAT	x04I0501	AED PLUS	ZOLL MEDICAL CORP(ZMI
201815	DEFIBRILLATOR,AUTOMAT	x04I0501	AED PLUS	ZOLL MEDICAL CORP(ZMI
201816	DEFIBRILLATOR,AUTOMAT	X04L050	AED PLUS	ZOLL MEDICAL CORP(ZMI
201817	DEFIBRILLATOR,AUTOMAT	x04I0434	AED PLUS	ZOLL MEDICAL CORP(ZMI
201818	DEFIBRILLATOR,AUTOMAT	X04L050	AED PLUS	ZOLL MEDICAL CORP(ZMI
201819	DEFIBRILLATOR,AUTOMAT	X04I043	AED PLUS	ZOLL MEDICAL CORP(ZMI
202065	DEFIBRILLATOR,AUTOMAT	X05I068	AED PLUS	ZOLL MEDICAL CORP(ZMI
202157	MONITOR,SPO2	---	2500	NONIN MEDICAL INC
202158	MONITOR,SPO2	12910532	2500	NONIN MEDICAL INC
202159	MONITOR,SPO2	---	2500	NONIN MEDICAL INC
202160	MONITOR,SPO2	12910558	2500	NONIN MEDICAL INC
202161	SCALE,ADULT	---	NO MODEL	NO MANUFACTURER
202243	OXYGEN CONCENTRATOR	06CSI366397	PLATINUM XL	INVACARE
202244	OXYGEN CONCENTRATOR	06DF026771	PLATINUM XL	INVACARE
202248	MONITOR,NIBP,SPO2	---	SPOT	WELCH ALLYN
202250	SCALE,ADULT	E11806-0	758C	DETECTO SCALE CO DIV
202260	THERMOMETER,ELECTRON	11105675	04000-200	WELCH ALLYN
202261	THERMOMETER,ELECTRON	11105680	04000-200	WELCH ALLYN
202262	THERMOMETER,ELECTRON	11105650	04000-200	WELCH ALLYN
202263	THERMOMETER,ELECTRON	11105672	04000-200	WELCH ALLYN
202291	SCALE,ADULT	E12606-0	758C	DETECTO SCALE CO DIV
202301	THERMOMETER,ELECTRON	06177930	692	WELCH ALLYN
202302	THERMOMETER,ELECTRON	06177678	692	WELCH ALLYN
202318	OXYGEN CONCENTRATOR	06FF008475	PLATINUM XL	INVACARE
202319	SCALE,ADULT	E15706-0	758C	DETECTO SCALE DIV
202320	SCALE,ADULT	E15706-0	758C	DETECTO SCALE DIV
202321	SCALE,ADULT	E15206-0	758C	DETECTO SCALE DIV
202402	ASPIRATOR	LP10050	NO MODEL	SUNRISE MEDICAL INC
202403	ASPIRATOR	---	NO MODEL	SUNRISE MEDICAL INC
202404	ASPIRATOR	---	NO MODEL	SUNRISE MEDICAL INC
202650	SCALE,ADULT	---	PRO	HEALTH O METER INC
202711	SCALE,ADULT	2500-000	PRO	HEALTH O METER INC
202823	MONITOR,NIBP,SPO2,TEMP	20071558	SPOT	WELCH ALLYN INC
202824	MONITOR,NIBP,SPO2,TEMP	20071561	SPOT	WELCH ALLYN INC
202826	MONITOR,NIBP,SPO2,TEMP	20071546	SPOT	WELCH ALLYN INC
202884	SCALE,ADULT	E31807-0	750	DETECTO SCALE DIV
202885	SCALE,ADULT	E30307-0	750	DETECTO SCALE DIV
202886	MONITOR,NIBP,SPO2,TEMP	20072214	SPOT	WELCH ALLYN INC
202887	MONITOR,NIBP,SPO2,TEMP	20072270	SPOT	WELCH ALLYN INC
202888	MONITOR,NIBP,SPO2,TEMP	20072213	SPOT	WELCH ALLYN INC
202889	MONITOR,NIBP,SPO2,TEMP	20072212	SPOT	WELCH ALLYN INC
202890	MONITOR,NIBP,SPO2,TEMP	20072213	SPOT	WELCH ALLYN INC
202891	MONITOR,NIBP,SPO2,TEMP	20072214	SPOT	WELCH ALLYN INC
202892	MONITOR,NIBP,SPO2,TEMP	20072214	SPOT	WELCH ALLYN INC
202980	HELMET PAPR	0705409-	MAX AIR	BIO-MED DEVICES INC
202983	THERMOMETER,INFRARED	11109155	6021	BRAUN MEDICAL
202984	THERMOMETER,INFRARED	11109068	6021	BRAUN MEDICAL
203107	SCANNER,ULTRASOUND,BL	---	BVI 9400	VERATHON
203172	THERMOMETER,INFRARED	A195080	TAT-5000	EXERGEN CORP(OMEGA
203173	THERMOMETER,INFRARED	A190504	TAT-5000	EXERGEN CORP(OMEGA
203174	THERMOMETER,INFRARED	A195664	TAT-5000	EXERGEN CORP(OMEGA
203175	THERMOMETER,INFRARED	A195993	TAT-5000	EXERGEN CORP(OMEGA
203176	THERMOMETER,INFRARED	A196705	TAT-5000	EXERGEN CORP(OMEGA
203177	THERMOMETER,INFRARED	A195968	TAT-5000	EXERGEN CORP(OMEGA
PB0602	ELECTROENCEPHALOGRAP	PB06029	EEG	VIASYS HEALTHCARE
301582	OXYGEN CONCENTRATOR	13GF044502	PLATINUM 10	INVACARE
301584	OXYGEN CONCENTRATOR	13GF044499	PLATINUM 10	INVACARE

NH DHHS
New Hampshire Hospital
Clinical Equipment Repair and Maintenance
R-NHH APS Clinical Equipment Inventory

Contractor Initials:  _____
Date: _____

JUL 24 2014

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that University of Vermont and State Agricultural College is a New Hampshire nonprofit corporation formed May 23, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of July A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, **Francine T. Bazluke**, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of **University of Vermont and State Agricultural College**.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held **on December 16, 1991**:

(Date)

RESOLVED: That the **Associate Vice President for Research Administration**

(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the **4th day of August, 2014**.

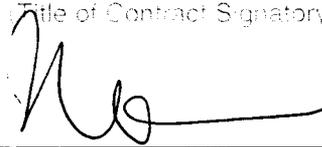
(Date Contract Signed)

4. **Jennifer Gagnon** is the duly elected **Associate Vice President for Research Administration**

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.



Francine T. Bazluke

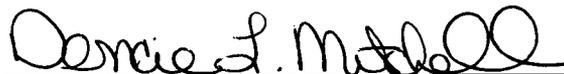
State of **Vermont**

County of **Chittenden**

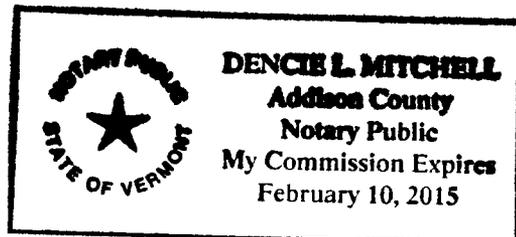
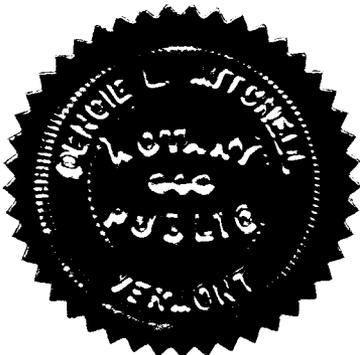
The forgoing instrument was acknowledged before me this **4th day of August, 2014**,

By **Francine T. Bazluke**.

(Name of Elected Officer of the Agency)



Dencie L. Mitchell Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2014

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 J09254-vevm-caspl-14-15	CONTACT NAME: _____ PHONE (A/C No Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Pinnacle Consortium of Higher Ed VT RRRG</td> <td>11980</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C: Genesis Insurance Company</td> <td>38962</td> </tr> <tr> <td>INSURER D: Safety National Casualty Corporation</td> <td>15015</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Pinnacle Consortium of Higher Ed VT RRRG	11980	INSURER B: Zurich American Insurance Company	16535	INSURER C: Genesis Insurance Company	38962	INSURER D: Safety National Casualty Corporation	15015	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED UNIVERSITY OF VERMONT & STATE AGRICULTURAL COLLEGE 284 EAST AVENUE BURLINGTON, VT 05405-1705														

COVERAGES **CERTIFICATE NUMBER:** CLE-004098257-01 **REVISION NUMBER:** 2

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PCHE2014-15	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9267288-04 SELF INSURED FOR PHYSICAL DAMAGE	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			YUB 301096G	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SP 4051350 (VT) SIR: \$650,000 SEE NEXT PAGE	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For UVM's Technical Services Program repair and maintenance of clinical equipment for the New Hampshire Department of Health and Human Services. NH DHHS is included as additional insured but only as it relates to the negligence of UVM and only for the purposes of this agreement.

CERTIFICATE HOLDER New Hampshire Department of Health & Human Services 36 Clinton St Concord, NH 3303	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>
---	---

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AGENCY CUSTOMER ID: J09254

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED UNIVERSITY OF VERMONT & STATE AGRICULTURAL COLLEGE 284 EAST AVENUE BURLINGTON, VT 05405-1705	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

COVERAGE: WC - STATUTORY BENEFITS IN NY & NH
UNDERWRITER COMPANY NAME: MEMIC INDEMNITY COMPANY
POLICY NUMBER: 3102801877
POLICY PERIOD: 07/01/2014 - 07/01/2015
EMPLOYERS LIABILITY LIMITS:
BODILY INJURY BY ACCIDENT - \$500,000 EACH ACCIDENT
BODILY INJURY BY DISEASE - \$500,000 POLICY LIMIT
BODILY INJURY BY DISEASE - \$500,000 EACH EMPLOYEE



The University of Vermont Board of Trustees

Board of Trustees Members

March 2014

Barnhart, Cynthia
Self-Perpetuating Trustee
Term: March 2020

Committees:

University of Vermont Board

Botzow, Bill
Legislative Trustee
Term: March 2017

Committees:

Annual Review Subcommittee; Career Services Work Group; Educational Policies & Institutional Resources (chair); Executive; Vermont Agricultural College Board

Branagan, Carolyn W.
Legislative Trustee
Term: March 2015

Committees:

Audit; Budget, Finance & Investment; Vermont Agricultural College Board

Bray, Christopher A.
Legislative Trustee
Term: March 2015

Committees:

Educational Policies & Institutional Resources; Vermont Agricultural College Board (chair)

Brennan, Robert P., Jr.
Self-Perpetuating Trustee
Term: March 2018

Committees:

*Budget, Finance & Investment (vice chair); Investment Subcommittee (chair);
University of Vermont Board*

Cioffi, Frank J.
Gubernatorial Trustee
Term: March 2017

Committees:

*Annual Review Subcommittee; Board Governance (chair); Career Services
Work Group (leader); Educational Policies & Institutional Resources;
Executive*

Daigle, David A. (Vice Chair)
Self-Perpetuating Trustee
Term: March 2016

Committees:

*ad hoc Labor Advisory Group; Annual Review Subcommittee; Budget,
Finance & Investment (chair); Executive (vice chair); Investment
Subcommittee; University of Vermont Board (chair)*

Dwyer, Carolyn K.
Gubernatorial Trustee
Term: March 2019

Committees:

*ad hoc Labor Advisory Group; Board Governance; Career Services Work
Group; Educational Policies & Institutional Resources*

Gamelli, Richard L.
Self-Perpetuating Trustee
Term: March 2018

Committees:

Career Services Work Group; Educational Policies & Institutional Resources; University of Vermont Board; Work Group on Medical, Nursing and Health Sciences Education and Research

Lenes, Joan G. (Secretary)

Legislative Trustee

Term: March 2017

Committees:

Board Governance (vice chair); Budget, Finance & Investment; Executive; Vermont Agricultural College Board (secretary)

Lucas, Samantha W.

Student Trustee

Term: March 2016

Committees:

Audit; Educational Policies & Institutional Resources

Lumbra, Ron E.

Self-Perpetuating Trustee

Term: March 2020

Committees:

Audit; Educational Policies & Institutional Resources; University of Vermont Board

McAneny, Deborah H. (Chair)

Self-Perpetuating Trustee

Term: March 2016

Committees:

ad hoc Labor Advisory Group (chair); Annual Review Subcommittee (chair); Executive (chair); University of Vermont Board; Work Group on Medical, Nursing and Health Sciences Education and Research (leader)

McCree, Donald H.

Self-Perpetuating Trustee

Term: March 2020

Committees:

Board Governance; Budget, Finance & Investment; Investment Subcommittee (vice chair); University of Vermont Board

O'Brien, Anne T.

Legislative Trustee

Term: March 2019

Committees:

Educational Policies & Institutional Resources; Vermont Agricultural College Board; Work Group on Medical, Nursing and Health Sciences Education and Research

Potter, David E.

Legislative Trustee

Term: March 2015

Committees:

Audit; Educational Policies & Institutional Resources (vice chair); Vermont Agricultural College Board

Ram, Kesha K.

Legislative Trustee

Term: March 2017

Committees:

Annual Review Subcommittee; Career Services Work Group; Educational Policies & Institutional Resources; Vermont Agricultural College Board (vice chair)

Rocheleau, Dale A.
Self-Perpetuating Trustee
Term: March 2016

Committees:

Audit (vice chair); Budget, Finance & Investment; University of Vermont Board (secretary)

Shumlin, Peter
Term: *ex officio*

Sullivan, Thomas (President)
Term: *ex officio*

Committees:

ad hoc Labor Advisory Group; Board Governance; Budget, Finance & Investment; Educational Policies & Institutional Resources; Executive; Work Group on Medical, Nursing and Health Sciences Education and Research

Sweaney, Donna
Legislative Trustee
Term: March 2019

Committees:

Educational Policies & Institutional Resources; Vermont Agricultural College Board

Thakrar, Raj Kiran

Student Trustee
Term: March 2015

Committees:

Board Governance; Budget, Finance & Investment

Ventriss, Lisa M.

Self-Perpetuating Trustee
Term: March 2018

Committees:

Board Governance; Budget, Finance & Investment; Career Services Work Group; University of Vermont Board (vice chair); Work Group on Medical, Nursing and Health Sciences Education and Research

Wilson, Jeff

Legislative Trustee
Term: March 2019

Committees:

ad hoc Labor Advisory Group; Audit; Budget, Finance & Investment; Vermont Agricultural College Board

Young, Mark S.

Gubernatorial Trustee
Term: March 2015

Committees:

Annual Review Subcommittee; Audit (chair); Budget, Finance & Investment; Executive

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News & events

- University Communications

Current topics

Laurence S. Robert

OBJECTIVE:

Provide exceptional healthcare technology management within a highly regarded health system.

MANAGEMENT EXPERIENCE:

BIOMEDICAL SERVICES SUPERVISOR

12/2013-Present

Technical Services Partnership, The University of Vermont

Responsible for the management, support and supervision of member hospital contracts providing comprehensive healthcare technology management services. Ensure that staff are empowered to deliver exemplary level of service to hospitals, clinics and area doctor's offices. Lead group to develop Policies/Processes/Procedures to provide guidance with daily operations. Applied progressive disciplinary actions as needed.

SYSTEMS ANALYST

04/2012 – 11/2013

Baycare Health System, Clearwater, Florida

Lead group of two analysts to assign, configure, and build Cerner iBUS interfaces between medical devices and electronic medical records, added 400 devices to the system. Provided remote and onsite support for over 1500 devices for the hospital system. Escalated repairs as needed to ensure a high quality of care. Performed Root Cause Analysis; training for end users; and system optimization by device name selection, server load balancing and data recovery. Provided support and maintenance as subject matter expert for Fetalink, Powerchart and Anesthesia.

TEAM LEAD

10/2008 – 04/2012

Baycare Health System, Clearwater, Florida

Lead a group of 7 technicians providing outstanding customer service, producing significant cost savings, and assuring PM program completion of >98% non-life support and 100% life support; maintain average repair time of less than 7days; created professional development plans for technicians; assigned work as needed; performed cost analysis; and qualified vendors. Performed contract negotiations; vendor management; conduct incident investigations; justified training for team members; administer database management; inventory disposition and integrity; new device inclusions and evaluations. Membership on; Code Blue, Equipment Qualification, and EOC committees; developed procedures and interpret hospital system policies. Supported tasks resulting from JCAHO, AABB, FDA and CAP requirements. Recommended course of action for addressing personnel issues. Knowledge resource for team members. Developed Self Directed Work Team. Areas of expertise include: laboratory; integrated patient monitoring; troubleshooting complex systems. Assisted with startup and continued support of electronic medical records on the medical device side.

PRINCIPAL

08/2007-05/2008

Schiller International School, Naples, Florida

Developed school atmosphere at a start-up private school for high competition multi-aged international tennis players. Developed policies and procedures for record keeping, grade reports and inventory control. Lead an efficient multi-disciplined faculty. Adhered to accreditation standards by producing regular communication products for students, faculty and parents. Instructed five science classes, including anatomy and physiology; developed curriculum and evaluated student performance.

ELECTRONICS INSTRUCTOR

08/2000-06/2007

Green Mountain Technology and Career Center, Hyde Park, Vermont

Specified, designed, procured material for and implemented a technical education program in electronics which introduced engineering skills to prospective students according to the Vermont Framework of Standards. Introduced AC/DC circuits, logic gates, semiconductors, linear electronic circuits, and microprocessor-based systems. Developed problem solving, troubleshooting, circuit assembly and life skills for each student at different paces through hands on projects. Developed working relationships with area electronics related employers. Lead the development of the first FCC licensed radio station in a Vermont High School from conception through construction, talent recruitment and daily operation.

ADJUNCT FACULTY, MATHEMATICS INSTRUCTOR

08/2001- 06/2007

Vermont State Colleges; Community College of Vermont

Developed instructional material and lectured in foundation mathematics and college level Algebra and Statistics. Provided an atmosphere where students were encouraged to succeed. Advised students on course selection and registration. Selected twice to participate on college-wide committees pertaining to technology usage and critical thinking. Developed course content for hybrid environment.

PRODUCT MANAGER

02/1995-07/2000

Bio-Tek Instruments, Winooski, Vermont

Conceptualized, specified, developed and promoted biomedical engineering instrumentation for the hospital marketplace under ISO 9001 standards. Trained engineers and sales personnel on usage and sales techniques for medical instrumentation. Lectured at conferences for biomedical engineers and technicians on medical instrumentation technologies and safety standards. Performed informal instruction on biomedical engineering concepts to company employees. Assisted US manufacturers with the interpretation of international electrical safety standards. Chaired a monthly cross-departmental advisory committee meeting on product quality and performance; assigned tasks to members according to area of expertise. Conducted investigations into customer complaints related to product use; recommended device improvements according to investigation findings. Developed working relationships with leading medical manufacturers Worldwide. Evaluated new medical instrumentation technology for effectiveness and viability as a profitable product.

BIOMEDICAL EQUIPMENT TECHNICIAN

06/1993-02/1995

Technical Services Program, University of Vermont, Burlington, Vermont

Conducted functional testing, repairs and incoming inspection on general biomedical equipment according to JCAHO and manufacturers standards for hospitals in Vermont, Upstate New York and New Hampshire. Trained hospital staff on safe and proper use of medical devices. Assisted Clinical Engineer with incident investigations and research projects. Assisted other biomedical technicians with repairs and other duties.

EDUCATION:

Vermont State College, Randolph, Vermont

08/2002

TEACHER LICENSING, graduate coursework in teaching methods, classroom management and student evaluation.

University of Vermont, Burlington, Vermont

12/1994

BS Electrical Engineering; Biomedical Option.

An engineering degree with an emphasis on the life sciences. Coursework included: Physiology/Biophysics, Organic Chemistry, and Biomechanics.

PROFESSIONAL MEMBERSHIPS:

IEEE: General membership 2001-2007

BAAMI: Office of President 2009-2012

Local chapter of AAMI Biomedical Society. Successfully increased membership by 200%.

Developed brochure to promote the chapter. Increased revenue by 50%.

HIMSS: General membership 2012

ACHE: General membership 2014

PRESENTATIONS:

AAMI Annual Conference, 1997; Workplace Efficiency Increased Through Information Technology

AAMI Annual Conference, 1998; Introduction to Otis for Windows Automated Testing Software

CBME Annual Conference, 1998; International Electrical Safety Standards for Medical Devices

National Seminar Tour, 2000; Introduction to Ventilator Testing, Tools and Techniques

SKILLS: Leadership, Presentations, Creativity and Project Management

Thomas V. Reidy

_____ to obtain a roll as a biomedical field-service technician with 26 years' experience; Responsible for scheduled and unscheduled repairs of general biomedical equipment.

Background: Experienced working site manager, able to quickly establish and preserve a consistent scheduled maintenance program that is both efficient and cost effective.

Experience: Biomedical Equipment Technician, Working Site Manager

09-2013 to Present; University of Vermont, Technical Services Partnership, BMET II, Assignments: Southern Regional Clinics-Dartmouth-Hitchcock, and Northeastern Vermont Regional Hospital.

01-2013 to August 2013; Top Echelon Contracting for TSP/UVM, Biomedical Site Manager, Adirondack Medical Center, Saranac Lake, NY, and Rutland Regional Hospital, Rutland, VT.

January 2012 to Present; Southern New Hampshire University, Full-time/Part-time Student, Study focuses on Computer Programming, BS,CIT,SD (Software Development)

April 2010 to March 2011; Jannx Medical Systems, Experienced Working Site Manager, York Hospital, York, ME.

February 2004 to January 2009; Novamed Corporation, Experienced Site Manager-Wentworth-Douglass Hospital.

1988 to 2004; United States Navy; Advanced Biomedical Equipment Technician/Experienced Site Manager/Contract administrator-Variety of military hospitals.

Education:

Southern New Hampshire University-2011-Present, Currently attending-Degree Focus B.S. in Computer Programming; Sub-Specialty in Software Development

Advanced Bio-Medical Systems Technician School DEC 1992 USAMEOS, Denver, Colorado

Basic/Intermediate Bio-Medical Systems Technician School FEB 1989 USAMEOS, Denver, Colorado

General Hospital Corpsman "A" School AUG 1984 Naval Medical Center, San Diego, CA.

Building Construction Trades FEB 1982 Vo-tech – Boulder Valley School District, Boulder, CO.

Fairview High School, High School Diploma, Boulder, CO. JUN 1981

Awards: Upon Request

University of Vermont

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Laurence Robert	Biomedical Services Supervisor	\$72,500	0%	0
Thomas Reidy	Biomedical Equipment Technician	\$54,500	0%	0