



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

NEW HAMPSHIRE HOSPITAL

Lori A. Shibinette Commissioner

Heather M. Moquin Chief Executive Officer 36 CLINTON STREET, CONCORD, NH 03301 603-271-5300 1-800-852-3345 Ext. 5300 Fax: 603-271-5395 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 21, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to amend an existing contract with University of Vermont and State Agricultural College (VC#160344), Burlington, VT, to provide inspections, testing, maintenance and repairs to the clinical equipment located at the New Hampshire Hospital, exercising a contract renewal option by increasing the price limitation by \$30,000 from \$25,758 to \$55,758 and by extending the completion date from June 30, 2021 to June 30, 2023 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 70% General Funds. 30% Other Funds (Provider and Intra-Agency).

The original contract was approved by Governor and Council on November 25, 2019, Item #13.

Funds are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-94-940010-84100000 HHS: New Hampshire Hospital, New Hampshire Hospital, NHH-Facility / Patient Support

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	024-500225	Contract Repairs, Equipment	94050130	\$12,879	\$0	\$12,879
2021	024-500225	Contract Repairs, Equipment	94050130	\$12,879	\$0	\$12,879
2022	024-500225	Contract Repairs, Equipment	94050130	\$0	\$15,000	\$15,000
2023	024-500225	Contract Repairs, Equipment	94050130	\$0	\$15,000	\$15,000
			Total	\$25,758	\$30,000	\$55,758

EXPLANATION

The purpose of this request is to continue the provision of inspections, testing, maintenance and repairs to the clinical equipment located at New Hampshire Hospital. These services provide for efficient usage and safety compliance of more than 400 pieces of clinical equipment in accordance with the Joint Commission Standards.

Approximately 172 patients at New Hampshire Hospital are impacted by this service annually.

New Hampshire Hospital operates approximately 415 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 that requires service and maintenance to be performed by specially trained and licensed technicians. The hospital staff lacks the necessary expertise and licenses to perform the required maintenance and repairs.

The Vendor will continue to provide specially trained and licensed technicians to service approximately 415 pieces of state of the art clinical equipment at New Hampshire Hospital.

The Department will monitor contracted services to ensure preventative maintenance, performance inspections, and testing keeps clinical equipment operating at manufactures' standards in accordance with the terms of the agreement.

As referenced in Exhibit C-1 of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Council not authorize this request, the clinical equipment at New Hampshire Hospital may not be maintained to ensure safe usage, which may increase the risk of injury to patients and staff, as well as litigation. Without proper maintenance of this equipment, New Hampshire Hospital may also be at risk of losing accreditation with The Joint Commission.

Area served: New Hampshire Hospital

Source of Funds: 70% General Funds and 30% Other Funds (Provider and Intra-Agency).

In the event that the Other Funds become no longer available, additional General Funds may be requested to support this contract.

Respectfully submitted,

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Heather M. Moquin

Chief Executive Officer

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

This Amendment to the Inspections, Testing, Maintenance, and Repair of Clinical Equipment contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and University of Vermont and State Agricultural College ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 25, 2019 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, Subparagraph 2.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read:
 June 30, 2023
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
 \$55,758
- 3. Modify the following Subsections in Exhibit A, Scope of Services, to read as follows, with no other changes to Section 2, Scope of Services:
 - 2.1. The Contractor shall conduct inspections every six (6) months on the clinical equipment, located at New Hampshire Hospital (NHH) identified in Exhibit A-1, Amendment 1, NHH Equipment List.
 - 2.2. The Contractor shall conduct performance testing and preventative maintenance to all the equipment identified in Exhibit A-1, Amendment 1, NHH´Equipment List, every six (6) months unless otherwise agreed upon by NHH.
 - 2.6. The Contractor shall develop and maintain an inventory control and reporting system utilizing its EQ2 HEMS enterprise system to monitor the inspections, testing, maintenance and repair of clinical equipment identified on Exhibit A-1, Amendment 1, NHH Equipment List. Aggregate data inventoried shall include, but is not limited to:
- 4. Modify Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.1, by adding 3.1.4. to read:
 - 3.1.4. The Contractor shall provide verification of immunization in accordance with Center for Disease control recommendations regarding the Immunization of Health Care Workers upon the request of the Department, as needed for on-site business. The Contractor shall ensure immunizations include the COVID-19 vaccination when it is widely available.
- 5. Modify Exhibit A-1, NHH Equipment List by replacing in its entirety with Exhibit A-1, Amendment 1, NHH Equipment List, which is attached hereto and incorporated by reference herein.
- 6. Add Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.



All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

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

State of New Hampshire Department of Health and Human Services

Name: Henry M Might

Title: LEV

University of Vermont and State Agricultural College

5/19/2021

Date

DocuSigned by: Kirk Dombrowski

Name: Kirk Dombrowski

Title: Vice President for Research

The preceding Amendment, having be execution.	en reviewed by this office, is approved as to form, substance, and
	OFFICE OF THE ATTORNEY GENERAL
5/19/2021 Date	Name: Cattlerine Pinos Title: Attorney
I hereby certify that the foregoing Ame the State of New Hampshire at the Me	indment was approved by the Governor and Executive Council of eting on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name: Title:

Exhibit A-1, Amendment 1

NHH Equipment List

LEGEND: RED Text identifies High Risk assets as defined by The Joint Commission Standards EC.02.04.01 and EC02.04.03

andards	s EC.02.04.01 and E	C02.04.03			/	
	I A	В	Ç	0	E	F
1	Control #	Equipment Type	Manufacturer	Model #	Serial #	Department
2		MONITOR.SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)	16-93651	02417529	NHH -
3	02417532	MONITOR,SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)	16-93651	02417532	инн
4	02417548	MONITOR.SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)	16-93651	02417\$48	инн
5	02417549	MONITOR,SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)	16-93651	02417549	NHH
6	02424924	MONITOR, SPG2		16-93651	02424924	NHH
7	02424937	MONITOR, SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)	16-93651	02424937	NHH
- 2	02424938	MONITOR, SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)	16-93651	02424938	NHH
9	02424939	MONITOR, SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)	16-93651	02424939	NRH
10	02424940	MONITOR, SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)	16-93651	02424940	NHH .
				1 6 -93651	02424941	нни
11	02424941	MONITOR, SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)	16-93651	02434936	NHH.
12	02434936	MONITOR, SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)		1000311	NHH
13	1000311	MONITOR, SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200		
14	1000312	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	1000312	NHH ,
15	1000313	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	1000313	NHH
16	1000314	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	1000314	NHH
17	1000315	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	1000315	NHH
18	1000316	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	1000316	NHH
19	1000317	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	1000317	NHH
20	1000318	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	1000318	NHH
21	1000319	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	1000319	NHH
22	1000320	MONITOR, SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	1000320	NHH
23	104815	OTO/OPTHALMOSCOPE	WELCH ALLYN	74710		NHH
24	104817	OTO/OPTHALMOSCOPE	WELCH ALLYN	74710		нни
25	104818	OTO/OPTHALMOSCOPE	WELCH ALLYN	74710		нни
26	104819	OTO/OPTHALMOSCOPE	WELCH ALLYN	74710	• • • • • • • • • • • • • • • • • • • •	NHH
			WELCH ALLYN	74710		NHH
27	104821	OTO/OPTHALMOSCOPE		PLUM XL	12210478	NHH
28	105173.	INFUSION PUMP	HOSPIRA (PFIZER)		12210478	NHH
29	105174	INFUSION PUMP	HOSPIRA (PFIZER)	PLUM XL		
30	105801	THERMOMETER, INFRARED	WELCH ALLYN	105801	2115505000861	NHH
31	105938	OTO/OPTHALMOSCOPE	WELCH ALLYN	74710		NHH
32	12450	NEBUUZER	ALLIED HEALTHCARE PRODUCTS	53000°	110500043207.	NHH ,
33	2003054802120	THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054802120	NHH
34	2003054812018	THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054812018	NHH
35	2003054812603	THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054812603	NHH
36	2003054822990	THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054822990	NHH
37	201180	ASPIRATOR	LAERDAL MEDICAL[CARDIAC RESUSCITATOR CORP]	COMPACT SUCTION UNIT	PL159671	NHH
38	201283	ASPIRATOR	LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP)	COMPACT SUCTION UNIT	PL159415	NHH
39	201284	ASPIRATOR	LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP)	COMPACT SUCTION UNIT	PL159412	ннн
40	201285	ASPIRATOR	LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP)	COMPACT SUCTION UNIT	PL159417	- HHM
41	201286	ASPIRATOR	LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP)	COMPACT SUCTION UNIT	PL159419	нни
42	201287	ASPIRATOR	LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP)	COMPACT SUCTION UNIT	PL159414	NHH
43	201288	ASPIRATOR	LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP)	COMPACT SUCTION UNIT	PL159418	NHH
44	201289	ASPIRATOR	LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP)	COMPACT SUCTION UNIT	PL159416	NHH
45		MONITOR, SPO2	NONIN MEDICAL INC	2500		NHH
	201290			2500	123803989	NHH
46	201291	MONITOR, SPO2	TIOTHI THE OTHER			
47	201292	MONITOR, SPO2	NONIN MEDICAL INC	2500	123804013	NHH
48	201293	MONITOR,SPO2	NONIN MEDICAL INC	2500	123804021	NHH-
49	201294	MONITOR,SPO2	NONIN MEDICAL INC	2500	123803978	NHH
50	201581	CONCENTRATOR, OXYGEN	INVACARE CORP	INVACARE 5	04G720603	NHH .
51	201721	THERMOMETER, INFRARED	WELCH ALLYN	PRO 3000	10106412726	NKH
52	201725	THERMOMETER, ELECTRONIC	WELCH ALLYN	692	04339039	NHH
53	201726	THERMOMETER, ELECTRONIC	WELCH ALLYN	692	04339043	NHH
54	201727	THERMOMETER, ELECTRONIC	WELCH ALLYN	692	04339046	NHH
55	201728	THERMOMETER, ELECTRONIC	WELCH ALLYN	692	04339051	NHH .
56	201731	THERMOMETER, ELECTRONIC '	WELCH ALLYN	692	• •	NHH,
57	201732	THERMOMETER, ELECTRONIC	WELCH ALLYN	692	04339065	NHH
	201732	THERMOMETER, ELECTRONIC .	WELCH ALLYN ,	692	04339069	NHH
			TTLLCII ALLIII	W7E		
58				601	A4720A7A	
58 59	201734	THERMOMETER, ELECTRONIC	WELCH ALLYN	692	04339070	NHH
58 59 60	201734 201735	THERMOMETER, ELECTRONIC THERMOMETER, ELECTRONIC	WEICH ALLYN	692	04339071	NHH .
58 59 60 61	201734 201735 20180529	THERMOMETER, ELECTRONIC THERMOMETER, ELECTRONIC THERMOMETER, ELECTRONIC	WEICH ALLYN WEICH ALLYN	692 SURETEMP PLUS	04339071 20180529	NHH NHH
58 59 60	201734 201735	THERMOMETER, ELECTRONIC THERMOMETER, ELECTRONIC	WEICH ALLYN	692	04339071	NHH .

LEGEND: RED Text identifies High Risk assets as defined by The Joint Commission Standards EC 02 04 01 and EC02 04 03

Δ.	В		D	£		F.
201813	DEFIBRILLATOR, AUTOMATED	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	AED PLUS (B)	X04C030778	инн	* .
201814	DEFIBRILLATOR, AUTOMATED	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	AED PLUS [8]	x041050167	инн	
201815	DEFIBRILLATOR AUTOMATED	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	· AED PLUS (B)	x041050160 -	ИНИ	
201816	DEFIBRILLATOR AUTOMATED	' ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	AED PLUS [8]	X04L050151	ИНН	
201817	DEFIBRILLATOR, AUTOMATED	ZOLL MEDICAL CORP(ZMI CORP. INFUSION DYNAMICS)	AED PLUS [B]	- x04i043478	NHH	
201818	DEFIBRILLATOR, AUTOMATED	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	AED PLUS [B]	X04L050159	NHH	
201819	DEFIBRILLATOR, AUTOMATED	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	AED PLUS [B]	XQ4IQ43467	NHH	
20188834	THERMOMETER, ELECTRONIC	WELCH ALLYN	SURETEMP PLUS	20188834	NHH	
			9681	20190305	NHH	
20190305		ARIZANT HEALTHCARE (3M HEALTH CARE)	9681	20190409	NHH	
20190409	SHAVER, ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)			NHH	
20192413	THERMOMETER, ELECTRONIC	WELCH ALLYN	SURETEMP PLUS	20192413		
202065	DEFIBRILLATOR, AUTOMATED	ZOLL MEDICAL CORP(ZM) CORP, INFUSION DYNAMICS)	AED PLUS [B]	X05I068791	NHH	
202157	MONITOR, SPO2	NONIN MEDICAL INC	2500		NHH -	
202158	MONITOR,SPÓZ	NONIN MEDICAL INC	2500	129105325	нни	
202159	MONITOR,SPO2	NONIN MEDICAL INC	2500	55202823200715580	NHH	
202160	MONITOR,SPO2	NONIN MEDICAL INC	2500	129105584	NHH	
202161	SCALE, ADULT	DETECTO SCALE (CARDINAL HEALTH)	758C	- E07606-0053	NHH	
20223311	THERMOMETER, ELECTRONIC	WELCH ALLYN	SURETEMP PLUS	20223311	NHH	
20223316	THERMOMETER, ELECTRONIC	WELCH ALLYN	SURETEMP PLUS	20223316	NHH	
20224162	THERMOMETER, ELECTRONIC	WELCH ALLYN	SURETEMP	20224162	NHH	
202243	CONCENTRATOR OXYGEN	INVACARE CORP	· INVACARE 5	06CSZ366397	нни	
202244	CONCENTRATOR, OXYGEN	INVACARE CORP .	INVACARE 5	060F026771	NHH .	
20224518	THERMOMETER, ELECTRONIC	WEICH ALLYN	SURETEMP PLUS	20224518	нни	
		WELCH ALLYN	SURETEMP PLUS	20224529	NHH	
20224529	THERMOMETER, ELECTRONIC		SPOT VITAL SIGNS	200722141	NHH	
202248	MONITOR, NIBP, SPOZ, TEMP	WELCH ALLYN		£11806-0556	NHH	
202250	SCALE,ADULT	DETECTO SCALE (CARDINAL HEALTH)	758C			
202260	THERMOMETER, INFRARED	WELCH ALLYN		- 11105675829	. NHH	
202261	THERMOMETER, INFRARED	WELCH ALLYN	PRO 4000	11105680183	NHH	
202262	THERMOMETER, INFRARED	WELCH ALLYN	PRO 4000	11105650726	NHH	
202263	THERMOMETER, INFRARED	WELCH ALLYN	PRO 4000	11105672592	NHH	
20226951	THERMOMETER ELECTRONIC	WELCH ALLYN	SURETEMP	20226951	ИНН	
202291	SCALE, ADULT	DETECTO SCALE (CARDINAL HEALTH)	758C	E12606-0065	нни	
202301	THERMOMETER, ELECTRONIC	WELCH ALLYN	.692	06177930 .*	NHH	
202318	CONCENTRATOR, OXYGEN	INVACARE CORP	INVACARE 5	06FF008475	NHH	
202319	SCALE, ADULT	DETECTO SCALE (CARDINAL HEALTH)	758C	£15706-0045	NHH	-
202320	SCALE, ADULT	DETECTO SCALE (CARDINAL HEALTH)	758C	E15706-0053	NHH	
0 202321	SCALE,ADULT	DETECTO SCALE (CARDINAL HEALTH)	758C	E15206-0150	инн	
202402	ASPIRATOR	(AERDAL MEDICAL(CARDIAC RESUSCITATOR CORP)	COMPACT SUCTION UNIT	LP1005013	NHH	
202403	ASPIRATOR	LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP)	COMPACT SUCTION UNIT	LP1005015	инн	
	ASPIRATOR	LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP)	COMPACT SUCTION UNIT	LP1005010	нни	
			SURETEMP **	20246410 .	NHH	
20246410	THERMOMETER, ELECTRONIC	WELCH ALLYN		20246422	NHH	
20246422	THERMOMETER, ELECTRONIC	WELCH ALLYN	SURETEMP			
20278865	THERMOMETER, ELECTRONIC	WELCH ALLYN	SURETEMP	20278865	NHH	
20278866	THERMOMETER, ELECTRONIC	WELCH ALLYN	SURETEMP	20278866	NHH	
20278870		WELCH ALLYN -	SURETEMP	20278870	NHH	
20278872	THERMOMETER, ELECTRONIC	WELCH ALLYN	SURETEMP	20278872	инн	
202823	MONITOR, NIBP, SPOZ, TEMP	WELCH ALLYN -	SPOT VITAL SIGNS	200715580	NHH	
202827	SCALE,ADULT	DETECTO SCALE (CARDINAL HEALTH)	NO MODEL-DETECTO SCALE 01	E21307-0249	ИНИ	
202884	SCALE,ADULT	DETECTO SCALE (CARDINAL HEALTH)	750	E31807-0151	нни	
202885	SCALE,ADULT	DETECTO SCALE (CARDINAL HEALTH)	750	£30307-0044	нни	
202890	MONITOR,NIBP,SPO2,TEMP	WELCH ALLYN	SPOT VITAL SIGNS	200722131	NHH	
202978	FILTER SYSTEM	MAXAIR-SYSTEMS	2065-03	005160	инн	
203066	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	0202314	NHH	
203157	FILTER SYSTEM	MAXAIR-SYSTEMS	2065-03	005145	ИНИ	
203157		MAXAIR-SYSTEMS ~	2065-03	- 005142	ННИ	
			TAT-5000	A195080	NHH	
203172	THERMOMETER, INFRARED	EXERGEN		A215306	ИНН	
203225	THERMOMETER, INFRARED	EXERGEN	TAT-5000		NHH	
203227	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A199507		
203229	THERMOMETER, INFRARED	. EXERGEN	TAT-5000	217313	ИНН	
3 203230	THERMOMETER, INFRARED	EXERGEN	TAT-5000		NHH	
4 203231	THERMOMETER, INFRARED	EXERGEN	TAT-5000		NHH	<u> </u>
203275	STRETCHER, HYDRAULIC	FERNO-WASHINGTON	PowerFlexx+	A199507	NHH	
5 203280	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	202314	NHH .	

LEGEND: RED Text identifies High Risk assets as defined by The Joint Commission

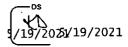
	L and EC02.04.03	- · · · · · · · · · · · · · · · · · · ·	р		F
^ A	B	c		023094	NHH
27 203283	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700		NHH
28 203284	BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700		NHH
29 203304	PUMP,ENTERAL FEEDING	COVIDIEN (MEDTRONIC)	KANGAROO PET	C13040581	
0 203305	PUMP, ENTERAL FEEDING	- COVIDIEN (MEDTRONIC)	KANGAROO PET	C1363692	МНН
1 203306	PUMP, ENTERAL FEEDING	COVIDIEN (MEDTRONIC)	KANGAROO PET	C13051586	мнн
32 203307	PUMP, ENTERAL FEEDING	COVIDIEN (MEDTRONIC)	KANGAROO PET	C13050278	NHH
3 203315	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A345724	NHH
4 203316	THERMOMETER,INFRARED	EXERGEN .	TAT-5000	A345720	NHH
5 211540200		WELCH ALLYN	105801	2115402000463	NHH
36 211550500		- WELCH ALLYN	105801	2115505000754	инн .
37 211550500		WELCH ALLYN	105801	2115505000784	NHH
38 211550500		WELCH ALLYN	105801	2115505000789	NHH
		WELCH ALLYN	105801	2115505000791	нн
39 211550500			105801	2115505000794	мнн
40 211550500		WELCH ALLYN		2115505000797	NHH
41 211550500		WELCH ALLYN	105801		
42 211550500		- WELCH ALLYN	105801	2115505000793	NHH
43 211550500		WELCH ALLYN	105801	2115505000801	NHH
44 211550500	0802 THERMOMETER,INFRARED	WELCH ALLYN	. 105801	2115505000802	NHH
45 211550500	0803 THERMOMETER,INFRARED	WELCH ALLYN	105801	2115505000803	NHH
46 211550500		WELCH ALLYN	105801	2115505000804	NHH .
47 211550500		WELCH ALLYN	105801	2115505000806	NHK
48 211550500		WELCH ALLYN	105801	211550500889	нни
49 211550500		WELCH ALLYN	105801	2115505000899	нни
50 211550500		WELCH ALLYN	105801	2115505000908	NHH
			105801	2115505000913	NHH
51 211550500		WELCH ALLYN		2115505000915	NHH
52 211550500		WELCH ALLYN	105801		
53 211550500		WELCH ALLYN	105801	2115505000917	NHH
54 211550500	0921 THERMOMETER,INFRARED	WELCH ALLYN	105801	2115505000921	NHH
55 211550500	0923 THERMOMETER,INFRARED	WELCH ALLYN	105801	2115505000923	NHH
56 211550500	0924 THERMOMETER,INFRARED -	WELCH ALLYN	105801	- 2115505000924	- NHH
57 211550500	0944 THERMOMETER,INFRARED	WELCH ALLYN	105801	2115505000944	NHH
58 211550500		WELCH ALLYN	. 105801	2115505000950	нни
59 211550500		WELCH ALLYN	105801	2115505001056	инн
60 301336	STRETCHER, HYDRAUUC	FERNO-WASHINGTON	PowerFlexx+	. 301336	NHH
61 301343	STRETCHER, HYDRAULIC	FERNO-WASHINGTON	PowerFlexx+	301343	NHH
	STRETCHER,HYDRAUUC	FERNO-WASHINGTON	PowerFlexx+	301588	инн
62 301588			FGA-700	PG700018	NHH
63 301600	LIFT, PATIENT	PRISM MEDICAL	SPIRIT SELECT 5700	040079	NHH · 1
64 303221	BED,ELECTRIC,SCALE	STRYKER MEDICAL			
65 304710	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051041	NHH
66 304736	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051050	NHH
67 305219	BED,ELECTRIC	JOERNS	BARI10A5AL	1000007683	NHH
68 305220	BED.ELECTRIC.SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	040078	NHH
69 305222	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	040077	мнн .
70 305248	STIMULATOR, THERAPEUTIC	GRAHAM-FIELD	GF3	WLS314MS0629	NHH -
71 305281	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A633735	инн
72 305312	THERMOMETER, INFRARED	EXERGÉN'	TAT-5000	A634089	NHH
	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A632183	нни
			TAT-5000 - :	A634122	NHH
74 305314	THERMOMETER, INFRARED	EXERGEN	TAT-5000 -	A633306	NHH
75 305315	THERMOMETER,INFRARED	EXERGEN			
76 305317	BED,ELECTRIC	JOERNS	BARITOA5AL .	10000043043	NHH
77 305330	SHAVER,ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHH
78 305331	SHAVER, ELECTRIC - f	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHH
79 305332	SHAVER,ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHH
80 305333	SHAVER, ELECTRIC,	. ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHX -
81 305334	SHAVER, ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		нни
82 305335	SHAVER, ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	*9681	· · · · · · · · · · · · · · · · · · ·	, мнн
		ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		нни
83 305336	SHAVER, ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		, NHH "
84 305337	SHAVER, ELECTRIC		9681	· · · · · ·	NHH
85 305338	SHAVER,ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)			
86 305339	SHAVER, ELECTRIC .	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHH
87 305340	SHAVER, ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHH
88 305341	SHAVER ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		ННИ
1	SHAVER, ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHH
89 305342					

LEGEND: RED Text identifies High Risk assets as defined by The Joint Commission Standards EC 02 OA 01 and EC02 OA 03

andards EC	C.02.04.01 and E	107.04.03				
1	A	В В		0	E	F
190 30)5343	SHAVER ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681 -		NHH .
	75343 75344	SHAVER,ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHH
	05345	SHAVER, ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		ИНН
)5345)5346	SHAVER, ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHH
		SHAVER, ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681	7	NHH
	5347	SHAVER,ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHH
	05348		ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHH -
		SHAVER,ELECTRIC SHAVER.ELECTRIC	ARIZANT HEALTHCARE (3M HEALTH CARE)	9681		NHH ·
	05350		ARIZANT HEALTHCARE (3M HEALTH CARE) -	9681		THH
	05351 053 5 2	SHAYER, ELECTRIC BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		ннн
		BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
	05354 05355	BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
		BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		ИНН
	05356	BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
	05357	BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
	05358		ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		ИНН
	05359	BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH"
	05360	BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
	05361	BATTERY CHARGER BATTERY CHARGER	'ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		ИНН
	05362 .	BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
	05363	BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH +
	05364		ARIZANT HEACTHCARE (3M HEALTH CARE)	9682		NHH
	05365	BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
	05366	BATTERY CHARGER BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
			ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
	05368	BATTERY CHARGER BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682	•	NHH
	05369 05370	BATTERY CHARGER	_ARIZANT HEALTHCARE (3M HEALTH CARE)	9682	\ J	NHH
			ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
	05371	BATTERY CHARGER BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
	05372 05373	BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682		NHH
	05377	BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	045734	ИНН
		COMPRESSION UNIT	MEDLINE INDUSTRIES	HEMO FORCE	C860035844	NHH
	05378	COMPRESSION UNIT	MEDUNE INDUSTRIES	HEMO FORCE	C860035749	NHH
	05379 05384	SCANNER, ULTRASOUND, BLADDER	VERATHON (SATURN BIOMED, DIAGNOSTIC ULTRASOUND)	BVI 9400	B4500134	NHH
	05394	CONCENTRATOR, OXYGEN	PHILIPS HEALTHCARE	, Simply Ga	0098392	NHH
	05394 05395	CONCENTRATOR OXYGEN	PHILIPS HEALTHCARE	Simply Go	0098242	NHH
	05401	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	046510	NHH _
	05402	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	046508	NHH .
	05403	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	046511	NHH .
	05404	BED.ELECTRIC,SCALE ·	STRYKER MEDICAL	SPIRIT SELECT 5700	046509	NHH
	05405 . × :	WARMER, BLANKET, INFUSION	PEDIGO PRODUCTS	P-2055	2132755-000	NHH
	05405 , 5	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051037	NHH
	05708	BED, ELECTRIC, SCALE BED, ELECTRIC, SCALE -	STRYKER MEDICAL	SPIRIT SELECT 5700	051040	NHH
	05708	BED, ELECTRIC, SCALE BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051048	NHH
	05712	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051052	NHH ·
	05714 05716	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051027	NHH
	05716 05718	BED,ELECTRIC,SCALE BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051049	NHH
	05720	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051046	NHH
	05722	BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT-SELECT 5700	051045	NHH -
		BED,ELECTRIC,SCALE BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051407	NHH
	05724	BED,ELECTRIC,SCALE BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051043	NHH
	05726	BED,ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051042	NHH
	05728	BED,ELECTRIC, SCALE BED,ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051038	МНН
	05730		STRYKER MEDICAL	SPIRIT SELECT 5700	051051	NHH
	05732	BED,ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051054	, NHH: .,
	05734	BED_ELECTRIC_SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051055	NHH
	05738	BED,ELECTRIC,SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051044	NHH
246 3	05740	BED,ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051034	NHH
	05742	BED, ELECTRIC, SCALE BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051035	хнн
			STRIKER MEDICAL	JA MINI JELECT JAVO	~~.~~	V 17 ·
248 3	05744				051036	NHH
248 3 249 3	05746	BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051036	NHH
248 3 249 3 250 3	05746 05748	BED,ELECTRIC,SCALE BED,ELECTRIC,SCALE	STRYKER MEDICAL STRYKER MEDICAL	SPIRIT SELECT 5700 SPIRIT SELECT 5700	051033	NHH
248 3 249 3 250 3 251 3	05746	BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700		

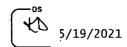
LEGEND: RED Text identifies High Risk assets as defined by The Joint Commission

tandards	EC.02.04.01 and E0	002.04.03			, .	
	Ā		c	D	E	<u> </u>
253	305754	BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051032	NHH
254	305756	BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051031	NHH
255	305758	BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051028	NHH
256	305760	BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051039	NHH
257	305762	BED, ELECTRIC, SCALE	STRYKER MEDICAL	SPIRIT SELECT 5700	051030	NHH
258	305967	SCANNER, ULTRASOUND, BLADDER	VERATHON (SATURN BIOMED, DIAGNOSTIC ULTRASOUND) -	BVI 9400	B4501145	NHH
259	306177	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A1073928	NHH
260	306353	BATTERY CHARGER	ARIZANT HEALTHCARE (3M HEALTH CARE)	9682 -		инн
261	306706	THERMOMETER,INFRARED	BERRCOM MEDICAL DEVICE CO	JX8-183	00200403365	NHH
262	306708	THERMOMETER, INFRARED	BERRCOM MEDICAL DEVICE CO -	JXB-183	00200403364	NHH
263	306770	THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054K009823	NHH
264		THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054K04043	NHH -
265	306772	THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054K05859	NHH
266	306773	THERMOMETER INFRARED NON CONTACT	HETAIDA	HTD8813C	2003054K001939 -	NHH
267	306774	THERMOMETER, INFRARED, NON CONTACT	HETAIDA .	HTD8913C	2003054X006889	NHH
268	306775	THERMOMETER, INFRARED, NON CONTACT	HETAIDA.	HTD8813C	2003054K03998	NHH
269	306776	THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054K01981	инн
270	306777	THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054K003895	NHH ·
271	306778	THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054K03490	NHH
272		THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	20030S4K03706	NHH
273	306780	THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054K04086	NHH
274		THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054K005932	NHH
275		THERMOMETER, INFRARED, NON CONTACT THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054K05863	NHH
275		THERMOMETER, INFRARED, NON CONTACT THERMOMETER, INFRARED, NON CONTACT	HETAIDA	HTD8813C	2003054K003531 ·	NHH
	306783		BERROOM MEDICAL DEVICE CO	JXB-183	02200506322	ИНН
277	306788	THERMOMETER, INFRARED	BERROOM MEDICAL DEVICE CO	JX8-183	02200506337	NHH
278	306789	THERMOMETER, INFRARED		JX8-183	02200506332	NHH
279	306790	THERMOMETER, INFRARED	BERRCOM MEDICAL DEVICE CO	JX8-183	02200506333	NHH
280	306791	THERMOMETER, INFRARED	BERROOM MEDICAL DEVICE CO	JX8-183 ·	02200506335	NHH
281	306792	THERMOMETER, INFRARED	BERROOM MEDICAL DEVICE CO		02200506331	NHH
282		THERMOMETER, INFRARED	BERROOM MEDICAL DEVICE CO	JXB-183	02200506340	NRH
283	306794	THERMOMETER, INFRARED	BERRCOM MEDICAL DEVICE CO	JXB-183		NHH
284	306795	THERMOMETER, INFRARED .	BERRCOM MEDICAL DEVICE CO	IXB-183	02200506338	<u> </u>
285	306796	THERMOMETER, INFRARED	BERRCOM MEDICAL DEVICE CO	JXB-183	02200506334	NHH ,
286	306797	THERMOMETER, INFRARED .	BERRCOM MEDICAL DEVICE CO	JXB-183	02200506336	
287	344542	CONCENTRATOR, OXYGEN	INVACARE CORP	PLATINUM XL10	344542	нни
288	51607723	MONITOR,SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)	16-93651	51607723	NHH .
289	51607724	MONITOR,SPO2	MCKELOR TECHNOLOGIES (THE FURNISS CORP)	16-93651	51607724	ИНН
290	51614804	MONITOR, SPOZ	NONIN MEDICAL INC	ONYX II.	51614804	NHH
291	51614805	MONITOR,SPO2	NONIN MEDICAL INC	ONYX II	51614805	NHH
292	51615631	MONITOR,SPO2	MCKESSON	16-93651	51615631	NHH
293	51615632	MONITOR, SPO2	MCKESSON	16-93651	51615632	NHH
294	51615633	MONITOR,SPO2	MCKESSON	16-93651	51615633	NHH
295	51615634	MONITOR, SPO2	MCKESSON	16-93651	51615634	NHH
295	51615635	MONITOR, SPO2	MCKESSON	16-93651 .	51615635	NHH
297	51615636	MONITOR,SPO2	MCKESSON	16-93651	51615636	инн
298	51615751	MONITOR,SPO2	MCKESSON	16-93651	51615751	МНН
299	51615752	MONITOR,SPO2	MCKESSON	16-93651	51615752	NHH
300	51615753	MONITOR,SPO2	MCKESSON -	16-93651	51615753	NHH
301	51615754	MONITOR,SPO2	MCKESSON	16-93651	51615754	NHH
302	51615755	MONITOR, SPO2	MCKESSON	16-93651	51615755	NHH
303	51615756	MONITOR, SPO2	MCKESSON	16-93651	51615756	NHH
304	51625519	MONITOR, SPO2	MCKESSON	16-93651	51625519	. NHH
305	\$1625520	MONITOR, SPO2	MCKESSON	16-93651	\$1625520	NHH
306	S1625521	MONITOR, SPO2	MCKESSON	16-93651	51625521	NHH
307	51625522	MONITOR, SPO2	MCKESSON	16-93651	51625522	нни
307		MONITOR, SPO2	MCKESSON	16-93651	51625523	NHH
	51625523		MCKESSON	16-93651	51625524	ини
	51625524	MONITOR,SP02 MONITOR,SP02	MCKESSON .	16-93651	51625591	инн
309	E163666		MCMCGGOTT			ИНН
309 310	51625591		Lacretoon			
309 310 311	51625592	MONITOR,SPO2	MCKESSON	16-93651	51625592	
309 310 311 312	51625592 51625593	MONITOR, SPO2 MONITOR, SPO2	MCKESSON	16-93651	51625593	NHH
309 310 311 312 313	51625592 51625593 51625594	MONITOR,SP02 MONITOR,SP02 MONITOR,SP02	MCKESSON MCKESSON	16-93651 16-93651	51625593 51625594	NHH NHH
309 310 311 312	51625592 51625593	MONITOR, SPO2 MONITOR, SPO2	MCKESSON	16-93651	51625593	NHH



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A	. В	c	D	E	F
16 51631201	MONITOR, SPO2	MCKESSON	16-93651	\$1631201	NHH
17 51631202	MONITOR,SPO2	MCKESSON	16-93651	51631202	NHH
8 51631203	MONITOR,SPO2	MCKESSON	16-93651	51631203	инн .
9 51631204	MONITOR, SPO2	MCKESSON	16-93651	51631204	NHH
0 51531205	MONITOR,SPO2	MCKESSON	16-93651	51631205	МНН
51631206	MONITOR,SPO2	MCKESSON	16-93651	51631206	NHH
51631213	MONITOR,SPO2	MCKESSON .	16-93651	51631213	NHH :
51631214	MONITOR, SPO2	MCKESSON	16-93651	51631214	мнн
51631215	: MONITOR,SPO2	MCKESSON	16-93651	51631215	NHH
					NHH
	MONITOR, SPO2	MCKESSON	16-93651	51631216	NHH
	MONITOR, SPO2	MCKESSON	16-93651	51631217	
51631218	MONITOR, SPO2	MCKESSON	16-93651	51631218	NHH
51631225	MONITOR,SPO2	MCKESSON	16-93651 -	51631225	NHH
51631226	MONITOR, SPO2	MCKESSON	16-93651	S1631226	NHH
51631227 51631228	MONITOR, SPO2	MCKESSON	16-93651	51631227	NHH
51631228	MONITOR,SPO2	MCKESSON	16-93651	51631228	NHH
51631229	MONITOR SPO2	MCKESSON	16-93651	-1 51631229	NHH
51631230	MONITOR, SPO2	MCKESSON	16-93651	51631230	инн
66786	LIFT, PATIENT	PRISM MEDICAL	FGA-700	PG700214	ИНН
70927	MONITOR,NIBP,SPO2,TEMP	WELCH ALLYN	SPOT VITAL SIGNS	200715465	NHH
70933	MONITOR,NIBP,SPO2,TEMP	WELCH ALLYN	SPOT VITAL SIGNS	200722709	кин
70934	MONITOR,NIBP,SPO2,TEMP	WELCH ALLYN	SPOT VITAL SIGNS	200715619	NHH
70935	MONITOR, NIBP, SPO2, TEMP	WELCH ALLYN	SPOT VITAL SIGNS	- 200722124	NHH
70936	MONITOR,NIBP,SPO2,TEMP	WELCH ALLYN	SPOT VITAL SIGNS	200722138	NHH .
70937	SCANNER, ULTRASOUND, BLADDER	VERATHON (SATURN BIOMED, DIAGNOSTIC ULTRASOUND)	BVI 9400	,	NHH
70939	NEBULIZER	ALLIED HEALTHCARE PRODUCTS	\$3000*	120200035032	ИНИ
70942	MONITOR, MIBP, SPO2, TEMP	WELCH ALLYN	SPOT VITAL SIGNS	201312832	NHH
70943	NEBULIZER	ALLIED HEALTHCARE PRODUCTS	53000°	060500042679	NHH
70944	MONITOR,NIBP,SPO2,TEMP	WELCH ALLYN	' SPOT VITAL SIGNS	201312835	NHH
70945	MONITOR,NIBP,SPO2,TEMP	WELCH ALLYN	SPOT VITAL SIGNS	201312837	NHH
6 70946	MONITOR,NIBP,SPO2,TEMP	WELCH ALLYN -	SPOT VITAL SIGNS	- 200722145	NHH
7 70947	NEBULIZER	ALLIED HEALTHCARE PRODUCTS	\$3000°	060500042676	NHH
8 70948	THERMOMETER, ELECTRONIC	WELCH ALLYN	692	06177678	, NHH:
9 70949	THERMOMETER, ELECTRONIC	WELCH ALLYN	692	04339058	NHH
			CE0297 ·	104828035165	, NHH ,
	BP GAUGE	WELCH ALLYN		104828035165	NHH NHH
1 71007	OTO/OPTHALMOSCOPE	WELCH ALLYN	G\$777	1000000	
2 71008	TABLE, EXAM	MIDMARK CORP	204-001	V1649795 4	ння
3 71009	LIGHT,EXAM	MIDMARK CORP	250-001		NHH
71010	SCALE,ADULT	SECA	NO MODEL-SECA 02	88133557140246	NHH
71013	OTO/OPTHALMOSCOPE	WELCH ALLYN	G\$777		NHH
71014	BP GAUGE		CE0297	140828033245	ИНН
7 71015	LIGHT,EXAM	MIDMARK CORP	250-001		NHH
71016	TABLE, EXAM	MIDMARK CORP	204-001	V1649794	NHH
71017	WARMER, BLANKET, INFUSION	PEDIGO PRODUCTS	P-2055	1574067-000	ннн
75431	ELECTROCARDIOGRAPH	WELCH ALLYN	CP150	100061181516	NHH
8016511	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	8016511	NHH
8016512	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS).	MQ3200	8016512	NHH -
8016513	MONITOR, SPOZ	MEDQUIP (DRIVE DEVILBISS)	MQ3200	8016513	ннн
4 8016514	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200 ·	8016514	МНН
8016515	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	8016515	нн
8016516	MONITOR, SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	8016516	мнн
7 8016517	MONITOR, SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	8016517	нни
8016518	MONITOR,SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200 -	8016518	NHH
8016519	MONITOR, SPO2	MEDQUIP (DRIVE DEVILBISS)	MQ3200	8016519	NHH
8016520	MONITOR, SPO2	MEDQUIP (DRIVE DEVILBISS)	, MQ3200 ,	8016520	NHH
	MONITOR, SPO2, TEMP	WELCH ALLYN	SPOT VITAL SIGNS	200722141error	NHH
			SPOT VITAL SIGNS	200722141error 200722140	NHH
	MONITOR, NIBP, SPO2, TEMP	WELCH ALLYN			
80303	CONCENTRATOR, OXYGEN	INVACARE CORP	PLATINUM XL10	13GF044502	NHH
4 80304	NEBULIZER	ALLIED HEALTHCARE PRODUCTS	\$3000*	120600045462	NHH
5 80305	THERMOMETER, INFRARED	WELCH ALLYN	PRO 4000	201720	NHH
6 80343	MONITOR, NIBP, SPO2, TEMP	WELCH ALLYN	42NTB	201635508	- NHH
7 80344	MONITOR,NIBP,SPO2,TEMP	WELCH ALLYN	42NTB	201635518	NHH
8 80346	SCALE, ADULT	DETECTO SCALE (CARDINAL HEALTH)	6855	E12506-0477	NHH



LEGEND: RED Text identifies High Risk assets as defined by The Joint Commission Standards EC.02.04.01 and EC02.04.03

	Α	В	C	D	E	F
379	86534	NEBULIZER	DEVILBISS HEALTHCARE	PULMONEB LT	LTC8194813	нни
380	86535	NEBULIZER	DEVILBISS HEALTHCARE	PULMONEBLT	LTC8194816	инн
381	86536	NEBULIZER	DEVILBISS HEALTHCARE	PULMONEB LT	LTC8206082	ИНН
382	86537	NEBULIZER	DEVILBISS HEALTHCARE	PULMONEB LT	LTC8194814	ИНН
383	86538 -	NEBULIZER	DEVILBISS HEALTHCARE	PULMONEB LT	LTC8206079	NHH
384	86539	NEBULIZER	DEVILBISS HEALTHCARE	PULMONEB LT	LTC8206080	NHH
385	86540	NEBULIZER .	DEVILBISS HEALTHCARE	PULMONEB LT	LTC8194811	NHH
386	86541	NEBULIZER	DEVILBISS HEALTHCARE	PULMONES LT	LTC8194815	NHH
387	86542	NEBULIZER	DEVILBISS HEALTHCARE	PULMONEB LT	LTC8194812	NHH
388	86543	. NEBULIZER	DEVILBISS HEALTHCARE	PULMONES LT	LTC8206083	NHH
389	96014	THERMOMETER, ELECTRONIC	WELCH ALLYN	SURETEMP PLUS	20160222	NHH
390	96019	THERMOMETER, ELECTRONIC	WELCH ALLYN	SURETEMP PLUS	20160207	NHH -
391	A1073929	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A1073929	NHH
392	A620551	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A620551	ИНН
393	A625458	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A625458	ИНН
394	A626828	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A626828	МЯН
395	A626839	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A626839	NHH
396	A677333	THERMOMETER, INFRARED	EXERGEN.	TAT-\$000	A677333	йнн
397	A677956	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A677956	нни
398	A677970	THERMOMETER, INFRARED	EXERGEN .	TAT-5000	A677970	NHH
399	A800843	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A800843	NHH
400	A800847	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A800847	NHH
401	A800854	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A800854	NHH
402	A800886	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A800886	NHH
403	A864733	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A8 <u>6</u> 4733	NHH
404	A905415	THERMOMETER, INFRARED	EXERGEN.	TAT-5000	A905415	NHH
405	A905784	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A905784	NHH
406	A936132	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A936132	NHH
407	A936701	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A936701	NHH
408		THERMOMETER,INFRARED	EXERGEN	TAT-5000	A966423	NHH ,
409	A966429	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A966429	NHH
410	A966449	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A966449	NHH.
411	A966650	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A966650	NHH
412	A966652	THERMOMETER,INFRARED	EXERGEN	TAT-5000	A966652	NHH
413	A966653	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A966653	NHH
414	A966654	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A966654	NHH
415	A966712	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A966712	NHH
415	A966715.	THERMOMETER, INFRARED	EXERGEN	TAT-5000	A966715	NHH





DHHS Information Security Requirements

A. Definitions

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

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
 - Confidential Information also includes any and all information owned or managed by the State of NH created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic





DHHS Information Security Requirements

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

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

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

Contractor Initials



DHHS Information Security Requirements

- request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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





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- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a





DHHS Information Security Requirements

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

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

B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials Contractor



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- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from





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

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.





DHHS Information Security Requirements

- e. fimit disclosure of the Confidential Information to the extent permitted by law.
- f: Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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





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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



State of New Hampshire Department of State

CERTIFICATE

1, 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 Vermont Nonprofit Corporation registered to transact business in New Hampshire on May 23, 2006. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 560479

Certificate Number: 0005357806



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of April A.D. 2021.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I,Sharon Reich Paulsen	, do hereby certify that
(Name of the elected Officer of the Agency; car	not be contract signatory)
2. The following is a true copy of the resolution duly add	opted at a meeting of the Board of Directors of
the Agency duly held on _December 16, 1991: (Date)	
execute any and all documents, agreements and other i	instruments, and any amendments, revisions,
3. The foregoing resolutions have not been amended or	revoked, and remain in full force and effect as of
the _19th_ day ofMäy, 2021. (Date Contract Signed)	
4Kirk Dombrowski is the duly elected _ (Name of Contract Signatory)	elected Clerk of _University of Vermont and State Agricultural College
of the Agency.	Sua hi lauter
1. I am a duly elected Clerk of _University of Vermont and State Agricultural College	(Signature of the Elected Officer)
County of _Chittenden	
The foregoing instrument was acknowledged before me	this20th_ day ofMay, 2021,
	resolution duly adopted at a meeting of the Board of Directors of 16, 1991
(Agency Name) The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of Agency duly held on _December 15, 1991	
Commission Expires: _1/31/23_	Commission Numbers 200

(vocs2598.1) NH DHHS, Office of Business Operations
July 1, 2005
Bureau of Provider Relationship Management
Certificate of Vote Without Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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	Filladespilia, FA 19100-2707				ADDRE	S <u>\$:</u>				
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	BURLINGTON, VT 05405-1705				INSURE	RE:				
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Return to Campus →

DIVISION OF STUDENT AFFAIRS

Vision, Mission, & Values

Vision: What is our aspiration?

To create a campus where every student matters and all students succeed.

Mission: What is our work?

Student Affairs is responsible for the institutional objective of creating an outstanding student experience that promotes personal, social, and intellectual growth. We offer a broad array of programs and services for students to support this mission and focus our work in five core areas:

- · Enhancing Learning
- · Advancing Diversity
- Promoting Health and Safety
- Creating Community
- Managing Resources

As staff members within the Division of Student Affairs, we celebrate and promote safe and healthy community life for people of all races, ethnicities, religions, national origins, socio-economic classes, gender identities and expressions, sexual orientations, physical and learning abilities, nationalities, and ages by modeling behavior and articulating expectations that we live and work together in one community. We are bound together by our commitment to learning, our search for common understanding, and our respect for one another's differences.

We have a deep understanding of and commitment to the fact that to be an outstanding division and an excellent University we must be multiculturally competent in all aspects of our work.

Values: What do we believe?

The University of Vermont is an educationally purposeful community seeking to prepare students to live in a diverse and changing world. We who work, live, study, teach, do research, conduct business, or participate in the University of Vermont are members of this community. As members, we believe in the transforming power of education and agree to help create and foster an environment where we can discover and reach our true potential.

We aspire to be a community that supports the values of the University's Common Ground:

RESPECT. We respect each other. We listen to each other, encourage each other and care about each other. We are strengthened by our diverse perspectives.

INTEGRITY. We value fairness, straightforward conduct, adherence to the facts, and sincerity. We acknowledge when things have not turned out the way we had hoped. As stewards of the University of Vermont, we are honest and ethical in all responsibilities entrusted to us.

INNOVATION. We want to be at the forefront of change and believe that the best way to lead is to learn from our successes and mistakes and continue to grow. We are forward-looking and break new ground in addressing important community and societal needs.

OPENNESS. We encourage the open exchange of information and ideas from all quarters of the community. We believe that through collaboration and participation, each of us has an important role in determining the direction and well-being of our community.

JUSTICE. As a just community, we unite against all forms of injustice, including, but not limited to, racism. We reject bigotry, oppression, degradation, and harassment, and we challenge injustice toward any member of our community.

RESPONSIBILITY. We are personally and collectively responsible for our words and deeds. We stand together to uphold our common ground.



Letter from the President

Members of the Board of Trustees,

I attach the Annual Financial Report for the Fiscal Year ended June 30, 2020. In spite of the challenges presented by the effects of COVID-19, the state of UVM's finances is sound.

These financial statements reflect an increase of \$24 million in the University's net position, primarily due to an increase in the value of the endowment due to the ever-changing financial markets. It is important to note that, since the inception of the Foundation, new endowment gifts have been reflected in the financial records of the UVM Foundation rather than the University. This limits the growth of the University's endowment, but all of the gifts to the Foundation flow to the benefit of UVM students and the University. As of June 30, 2020, the market value of the entire combined endowment (UVM and Foundation) was \$562 million.

The University of Vermont remains focused on student affordability and financial access, quality enhancements, strategic alignment of priorities, a focus on distinctive research strengths, engagement with the state and our communities, and resource and revenue growth. This will ensure an even more financially healthy University, which will enable us to continue to improve the positive student experience at UVM, as well as the positive and substantial contributions UVM makes to the state, the region, and the country.

Best wishes,

Suresh Garimella

The University of Vermont

Management's Responsibility for the Financial Report

The accompanying financial statements of the University of Vermont and State Agricultural College for the year ended June 30, 2020 are official documents prepared in accordance with U.S. generally accepted accounting principles set forth for public colleges and universities by the Governmental Accounting Standards Board. The management of the University is responsible for the integrity and objectivity of these financial statements, which are accessible to all. The University's system of internal accounting controls is designed to ensure that the financial reports and the books of account properly reflect the transactions of the institution, in accordance with established policies and procedures as implemented by qualified personnel.

The University Trustees selected the certified public accounting firm of KPMG, LLP to conduct the annual financial audit for fiscal year 2020.

Periodically throughout the year, the Trustee Audit Committee meets with the Office of Audit, Compliance, and Privacy Service's staff and the external independent audit firm to review the audit plan and later the report. The Vermont State Auditor is invited to attend those meetings to offer comments and opinions. Both KPMG and the Office of Audit, Compliance, and Privacy Service's staff have full access to the University Trustees and the State Auditor throughout the year.

Richard H. Cate Vice President for Finance and Administration, and Treasurer



Claire L. Burlingham University Controller



KPMG LLP One Park Place 463 Mountain View Drive, Suite 400 Colchester, VT 05446-9909

Independent Auditors' Report

The Honorable Douglas Hoffer,
Auditor of Accounts, State of Vermont
and
The Board of Trustees of the University of Vermont and State Agricultural College:

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities and aggregate discretely presented component units of the University of Vermont and State Agricultural College (collectively, the University), a component unit of the State of Vermont, as of and for the years ended June 30, 2020 and 2019, and the related notes to the financial statements, which collectively comprise the University's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation, and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We did not audit the financial statements of University Medical Education Associates, Inc., a discretely presented component unit of the University. Those statements were audited by other auditors whose report has been furnished to us, and our opinion insofar as it relates to the amounts included for the discretely presented component unit is based solely on the report of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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Opinions

In our opinion, based on our audit and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the business-type activities and the aggregate discretely presented component units, of the University as of June 30, 2020 and 2019, and the respective changes in financial position, and where applicable, cash flows thereof for the years then ended in accordance with U.S. generally accepted accounting principles.

Required Supplementary Information

U.S. generally accepted accounting principles require that the management's discussion and analysis on pages 5–12 and the required supplementary information on page 34 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated November 9, 2020 on our consideration of the University's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the University's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the University's internal control over financial reporting and compliance.

KPMG LLP

Colchester, Vermont November 9, 2020

Vt. Reg. No. 82-000024

The University of Vermont

Management's Discussion and Analysis (Unaudited) June 30, 2020 and 2019

Introduction

The Management's Discussion and Analysis (MD&A) provides a broad overview of the University of Vermont's financial condition as of June 30, 2020 and 2019, the results of its operations for the years then ended, significant changes from the previous years, and outlook for the future where appropriate and relevant. Management has prepared the financial statements and related footnote disclosures along with this MD&A. The MD&A should be read in conjunction with the audited financial statements and related notes.

The University of Vermont ("the University") is a public, non-profit, comprehensive research institution of higher education established in 1791 as the fifth college in New England. The University consists of seven undergraduate schools and colleges, including the Colleges of Agriculture and Life Sciences, Arts and Sciences, Education and Social Services, Engineering and Mathematical Sciences, Nursing and Health Sciences, the Grossman School of Business, and the Rubenstein School of Environment and Natural Resources. The University also includes an Honors College, the Robert Larner, M.D. College of Medicine, the Division of Continuing and Distance Education, Extension and the Graduate College. The University is the only comprehensive research

university in Vermont. The University has 10,585 undergraduate students and 2,125 graduate and medical students. It is located in Burlington, Vermont with satellite instructional and research sites throughout Vermont. It is a component unit of the State of Vermont as it receives an annual appropriation from the State. For financial reporting purposes, the University's reporting entity consists of all sectors of the University and includes discretely presented financial information for University Medical Education Associates, Inc. (UMEA) and the University of Vermont and State Agricultural College Foundation, Inc. (UVMF). UMEA is a legally separate tax-exempt component unit of the University whose purpose is to support the operations, activities and objectives of the Robert Larner, M.D. College of Medicine of the University. UVMF is a legally separate tax-exempt component unit of the University whose purpose is to secure and manage private gifts for the sole benefit of the University. The MD&A discusses the University's financial statements only and not those of its component units.

The focus of the MID&A is on the University's financial information contained in the Statements of Net Position, the Statements of Revenues, Expenses and Changes in Net Position and the Statements of Cash Flows.

Strategic Direction and Economic Outlook

On July 1, 2019 Dr. Suresh Garimella became the 27th president. President Garimella believes the University is poised and ready to build upon its reputation as a premier research institution focused on sustainable solutions with local, national, and global applications and impacts. The University's distinctive strengths align with the most pressing needs of our time: the health of our societies and the health of our environment and the University will pursue these interconnected issues through cross-disciplinary research and collaboration that comes more easily to a public research university of UVM's size and scale.

To fully realize the University's significant potential, President Garimella presented his strategic vision to the Board of Trustees on May 15, 2020, which enthusiastically endorsed it. The University's strategic vision involves a three-pronged approach which includes ensuring student success, investing in distinctive research strengths, and fulfilling the land grant mission.

Ensuring Student Success — The University has a culture of strong faculty mentorship and staff dedicated to student growth. The connection between health and well-being and academic achievement is promoted holistically. The University will continue to build on that legacy by making the success of its students and alumni a core measure in everything it does. To ensure that the University offers a vibrant educational experience, that it remains affordable and accessible to a broad and diverse population, and that it provides support and meaningful opportunity well beyond graduation it will focus on the following:

- Continually enhancing course offerings through rigorous evaluation and evolution, and alignment with a liberal arts foundation and societal demands.
- Carefully evaluate expenses to minimize costs and make education more affordable and accessible.

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- Grow corporate, foundation, federal and philanthropic
 partnerships to develop new internship, research, study-abroad
 and service-learning opportunities, while enhancing existing
 programs.
- Enhance online offerings and programs that promote efficient course and degree completion with targeted support for first-generation and non-traditional learners.
- Attract a larger cohort of graduate students by enhancing their academic experience and research opportunities.
- Accelerate our success in recruiting students from areas beyond the Northeast, as well as infernationally.
- Provide an environment that fosters diversity of all kinds, including diversity of thought.
- Envision programming that leverages campus assets on a year-round basis to increase and strengthen connections to UVM while building financial resources.
- Welcome nontraditional students to new professional, certificate, and online programs.

Investing in Distinctive Research Strengths - UVM has built distinctive research strengths that align with the urgent—and interdependent—need to support the health of our environment and our societies. Strategic investment of available resources will accelerate and enhance these distinctive strengths, positioning the University as the preeminent institution for innovative and sustainability-focused solutions. Articulation of distinctive strengths will also grow corporate, philanthropic, foundation, and federal partnerships to enhance UVM's research portfolio, impact and recognition, and make enriching new opportunities available to faculty and students.

Fulfilling the Land Grant Mission - As one of the nation's first land grant institutions, the University's alignment with the state is fitting. The University is nationally acclaimed for helping Vermonters tackle

everything from farm viability to complex environmental issues to business growth. The University supports commercialization and job creation initiatives in the state, and partnerships with large corporations enable the possibility of attracting satellite operations, jobs, and a talented workforce to the state. The University intends to create a more streamlined gateway for Vermonters to learn about and access the many resources the University offers. Efforts to set up that front door, inviting the community to engage more fully with the University, are underway.

Financial Highlights

A. Revenues

In the fall of 2020, the University enrolled 10,585 students in more than 100 undergraduate majors, 1,641 students in graduate and post-baccalaureate programs, and 484 students at the Larner College of Medicine. The University attracts undergraduates from over 40 states and many foreign countries. The University is primarily a regional institution, however, drawing 86% of the undergraduates enrolled in the fall of 2020 from New England and the Middle Atlantic States, including 23% of its undergraduate students from Vermont. Graduate and Certificate student enrollment from Vermont represented 43.7%. The following charts present applications, admissions, and enrollments for in-state and out-of-state students.

Final numbers for the fall 2020 show that total applications have decreased 16.9% since 2011, with in-state applications decreasing 5.3% and out-of-state applications decreasing 18.1%. Total admissions decreased for that period by 21.4%, with in-state admissions decreasing 7.6% and out-of-state admissions decreasing 22.8%. From fall 2010 through fall 2019, total first-time, first year enrollments have increased by 2.6%, with in-state enrollments decreasing by 9.7% and out-of-state enrollments increasing by 7.1%. Trends in applications, admits, and enrollments for that period can be seen on Charts 2A and 2B.

The University and its Board of Trustees continues to contain increases in tuition and fees with the average annual increases for in-state and out-of-state held to 3.3% and 3.2%, respectively, from 2012 through 2019. Table 1 presents tuition and fees, as well as room and board for that period.

Table 1: In-State and Out-of-State Fees							Averag Annua		
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	% Increase
Student Tuition & Fees					,		•		
In-State Tuition & Fees	\$15,284	\$15,718	\$16,226	\$16,768	\$17,300	\$17,740	\$18,276	\$18.802	3.05%
Out-of-State Tuition & Fees	\$35,612	\$36,646	\$37,874	\$39,160	- \$40,364	\$41,356	\$42,516	\$43,690	3.02%
Reom (Double)	\$6,650	\$6,844	\$7,116	\$7.376	\$7,634	\$7,900	\$8,196	\$8,502	3.56%
Board (Average Meal Plan)	53,414	\$3,558	\$3.664	\$3,774	\$3,944	\$4,122	\$4,266	\$4.414	3.78%
Total, In-State Cost	\$25.348	\$26,120	\$27,006	\$27,918	\$28,878	\$29,762	\$30,738	\$31,718	
Increase Over Previous Year	3.50%	3.05%	3.39%	3.38%	3,44%	3.06%	3.28%	3.19%	3.28%
Total, Out-of-State Cost	\$45,676	\$47,048	\$48,654	\$50,310	\$51,942	\$53,378	\$54.978	\$56,606	
Increase Over Previous Year		3.00%	3,41%	3.40%	3.24%	2.76%	3.00%	2.96%	3.169

During fiscal 2020, President Garimella announced that tuition for fiscal 2021 would not increase over fiscal 2020 levels. This is part of the University's effort to enhance the value of a UVM education. The University will focus on enhancing other revenues including private philanthropy, improved retention of current students, increased graduate and summer enrollments, expansion of flexible and online course offerings geared to adults and non-traditional learners, enhancing graduate, post-doc and undergraduate research support through grants from the federal government and other sources and through partnerships with private industry; and supporting more students transferring to UVM from other colleges.

In line with this vision the University increased grant and contract revenues \$18.0 million or 9.4% from \$192.2 million in fiscal 2019 to \$210.2 million in fiscal 2020. Included in the \$210.2 million is facility and administrative cost recoveries of \$31.6 million and additional commitment funds from University of Vermont Medical Center, Inc. of \$16.1 million. During fiscal 2020, the University was awarded over \$181.7 million in sponsored funds, \$1.4% of which were for research activities. Approximately 71.4% of sponsored funds awarded during fiscal 2020 were from federal sources. The University's leading areas of externally sponsored programs are the biomedical sciences, agriculture, the environment, and education.

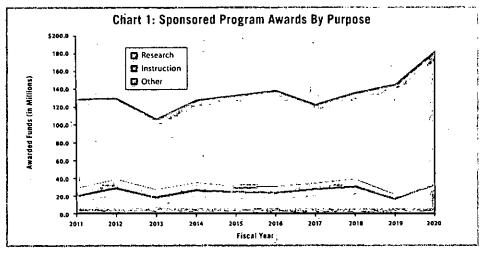
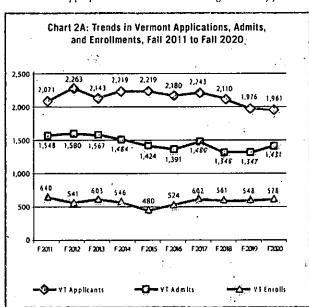
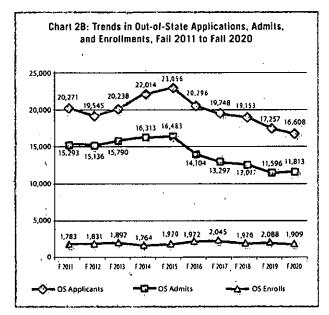


Chart I presents the activity of sponsored programs over the past decade.

State appropriations in fiscal 2020 increased \$8.7 million or 20.2% compared to fiscal 2019. There was no increase from fiscal 2018 to 2019. The base state appropriation has remained unchanged for many years.



The increase in fiscal 2020 is entirely due to an additional appropriation from the state of Vermont to assist the University in covering expenses related to COVID-19.



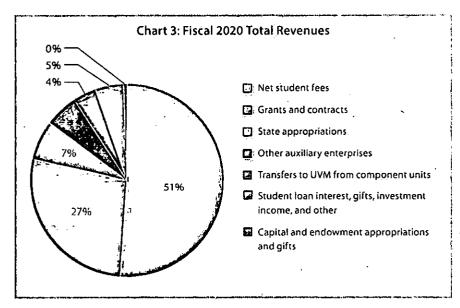


Chart 3 shows the University's fiscal 2020 revenue streams. Given the University's mission of instruction, research, and public service, the vast majority of the University's revenues are generated by net student fees (51%) and grants and contracts (27%).

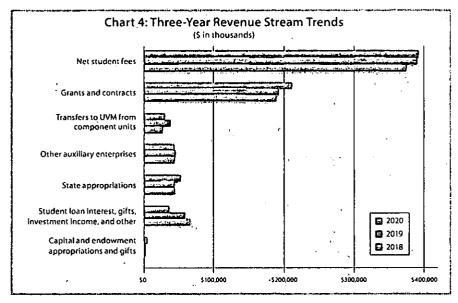


Chart 4 shows the three-year trend for revenue streams. State appropriations increased \$8.7 million in 2020 due to an additional appropriation from the State of Vermont to assist the University in covering expenses related to COVID-19. Net student fees is comprised of tuition and fees, residential life fees, and scholarship allowances.

B. Operating and Capital Expenditures

The University's operating expenses increased \$15.2 million or 2.2% over the 2019 level; and 2019 expenses increased \$13.0 million or 1.9% over 2018. Due to COVID-19 the University put in measures to reduce costs during the spring semester. The result was a decrease in supplies and services expenses of \$18.7 million or 9.8% from fiscal 2019. Fiscal 2019 had a slight increase of \$1.8 million or 0.9% from fiscal 2018. The savings in supplies and services in fiscal 2020 were offset by increases in compensation and benefits of \$26.5 million or 6.1%. This is, in part, due to an increase in the University's liability for other post-employment benefits of \$14.7 million. Compensation and benefits expense increased \$5.7 million or 1.3% in fiscal 2019. Depreciation remained relatively steady-increasing \$0.8 million in fiscal 2020 and \$1.5 million in fiscal

In an effort to keep tuition affordable the University has increased scholarship and fellowship expenses \$6.6 million or \$1.7% in fiscal 2020 and \$3.9 million or 23.5% in fiscal 2019.

During fiscal 2020, construction began on the Athletic Multipurpose Center Complex. This project was temporarily placed on hiatus during the spring semester due to COVID-19.

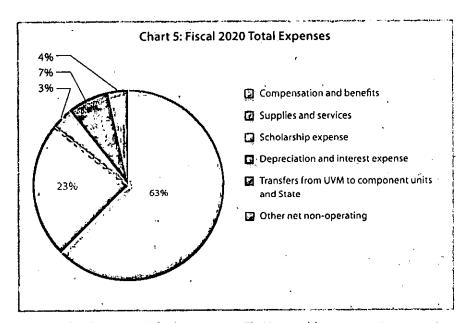


Chart 5 displays the University's fiscal 2020 expenses. The University's largest expense is compensation and benefits followed by supplies and services.

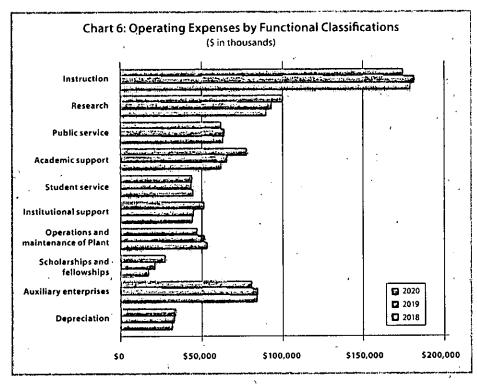


Chart 6 displays the University's operating expenses for the past three years by functional, rather than natural, classification. In fiscal 2020 the University went through an exercise to compare all faculty functional salary distributions and to better align those salary distributions with the faculty's effort and workload. The result was a refinement of distributed salary which increased research and academic support expenses and decreased instruction expenses.

Overview of the Financial Statements

The financial statements of the University of Vermont and State Agricultural College (the "University") have been prepared in accordance with U.S. generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB). The financial statement presentation consists of comparable Statements of Net Position, Statements of Revenues, Expenses, and Changes in Net Position, Statements of Cash Flows and accompanying notes for the June 30, 2020 and 2019 fiscal years. These statements provide information on the financial position of the University and the financial activity and results of its operations during the years presented. The financial statements focus on the University as a whole, rather than upon individual funds or activities.

University Medical Associates, Inc. (UMEA) and University of Vermont Foundation, Inc. (UVMF) are legally separate tax-exempt, discretely presented component units of the University of Vermont and issue separate audited financial statements. UMEA and UVMF are presented as separate columns on the University's Statements of Net Position and Statements of Revenues, Expenses and Changes in Net Position.

A. Statements of Net Position

The Statements of Net Position on the following page depicts all of the University's assets, liabilities, and deferred inflows/outflows of resources on June 30th each year, along with the resulting net financial position. An increase in net position over time is a primary indicator of an institution's financial health. Factors contributing to future financial health as reported on the Statements of Net Position include the value and liquidity of financial and capital investments, and balances of related obligations.

As shown in Table 2, cash and short-term investments have increased steadily over the last three fiscal years including 13.1% in fiscal 2020 and 9.5% in fiscal 2019. Included in cash and short-term investments are operating investments totaling \$154.7

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Table 2: Condensed information from Statements of Net Position				
	at June 30, 2020, 2019 and 2018 (\$ in thousands)			
•	2020	2019	2018	
Assets and deferred outflows of resources	•			
Cash and short-term investments	\$ 341,790	\$ 302,253	\$ 276,145	
Endowment, capital, and similar investments	574,290	549,297	540,116	
Capital assets, net	703,342	683,445	672,951	
Other assets and deferred outflows of resources	155,801	107,902	110,739	
Total assets and deferred outflows of resources	1,775,223	1,642,897	1,599,951	
Liabilities and deferred inflows of resources				
Postemployment benefits	555,882	497,472	492,575	
Long-term debt	586,262	545,392	556,556	
Unearned revenue, deposits, and funds held for others	110,199	100,430	98,668	
Other liabilities and deferred inflows of resources	109,147	109,843	102,087	
Total liabilities and deferred inflows of resources	1,361,490	1,253,137	1,249,886	
Net investment in capital assets	136,506	138,070	116,345	
Restricted:				
Non-expendable	(119,711	116,469	115,918	
Expendable	336,050	335,965	342,741	
Unrestricted	(178,534)	(200,744)	(224,939)	
Total net position	\$ 413,733	\$ 389,760.	\$ 350,065	
		<u>.</u> .		

Table 2 shows condensed information from the Statements of Net Position at June 30 for the past three years.

million, \$139.1 million, and \$122.7 million in fiscal 2020, 2019, and 2018, respectively. These operating investments are primarily invested in fixed income but also include equity and shares of the University's long-term endowment pool.

Endowment, capital, and similar investments have remained steady, despite a volatile investment market, decreasing 0.3% in fiscal 2020 and increasing 1.3% in fiscal 2019. Included in this balance are deposits held by bond trustees of \$27.9 million, \$8 thousand, and \$542 thousand in fiscal 2020, 2019, and 2018, respectively. The fiscal 2020 balance of \$27.9 million is due unspent proceeds from the issuance of the Series 2019A and Series 2019B general obligation bonds.

Capital assets, net saw increases of \$19.9 million or 2.9% in fiscal 2020 and \$10.5 million or 1.6% in fiscal 2019. Fiscal 2020 saw net additions of \$53.3 million in capital assets of which the largest was the Athletic Multipurpose Center Complex which added \$26.0 million to work in process. These additions were offset by net depreciation expense of \$33.4 million.

Other assets and deferred outflows of resources includes accounts, loans, notes, and pledges receivable, inventories and prepaid expenses, and deferred outflows due to loss on refunding of debt and post-employment benefits. Fiscal 2020 saw an increase from fiscal 2019 of \$479 million

or 44.4% compared to a decrease in fiscal 2019 from fiscal 2018 of \$2.8 million or 2.6%. The increase in fiscal 2020 is mostly due to an increase in post-employment benefits deferred outflows of \$43.6 million stemming from differences between expected and actual and changes in actuary assumptions.

Postemployment benefits liability, which represents the current and future liability the University has to retirees and their dependents for medical, dental, life insurance, and tuition remission benefits, increased \$58.4 million or 11.7% in fiscal 2020 and \$4.9 million or 1.0% in fiscal 2019. The increase in fiscal 2020 is largely the result of a change in the discount rate from 4.10% in fiscal 2019 to 2.74% in fiscal 2020.

Long-term debt liability increased \$40.9 million or 7.5% from fiscal 2019. On August 21, 2019 the University issued two bonds: General Obligation Bonds, Series 2019A par amount of \$38,200 and General Obligation Bonds, Series 2019B par amount of \$59,875. The 2019A Bonds were issued to finance a portion of the costs of constructing an on-campus Multipurpose Center. The 2019B Bonds were issued for the purpose of providing funds that were used, together with available moneys of the University, to refund all the University's outstanding General Obligation Bonds, Series 2009 maturing after October 1, 2019 and to reimburse the University for the costs of certain deferred maintenance on the campus of the University. The University incurred a

Table 3: Condensed information from Statements of Revenues, Expenses, and Changes in Net Position for the years ended June 30, 2020, 2019 and 2018 (\$ in thousands)				
	2020	2019	2018	
Tuition and fees	\$ 515.725	\$ 513,511	\$ 494,720	
Less student financial aid	(124,283)	(123,248)	<u>(120,657)</u>	
Net student fees	391,442	390,263	<u>374,063</u>	
Grants and contracts	210,213	192,189	188,385	
State appropriations	51,710	43,011	43,010	
Transfers to UVM from component units	28,900	37,676	26,145	
Other auxiliary enterprises	42,309	44,614	43,611	
Student loan interest, gifts, investment income, and other	35,789	<u>58.077</u>	65,903	
Total operating and non-operating revenues	760,363	765,830	741,117	
Compensation and benefits	(464,156)	(437,635)	(431,919)	
Supplies and services	(171,354)	(190,036)	, (188,285)	
Scholarship expense	(27,329)	(20,747)	(16,799)	
Depreciation and interest expense	(54,310)	(55,437)	(48,646)	
Transfers from UVM to component units and State	(22.598)	(23,933)	(20,978)	
Total operating and non-operating expenses	(739,747)	<u>(727,788)</u>	<u>(706,627)</u>	
Increase in net position from recurring activities	20,616	38,042	34,490	
Capital and endowment appropriations and gifts	3,689	2,069	1,795	
Other net non-operating	. (332)	(416)	(8,627)	
Total other changes in net position	3,357	1,653	(6,832)	

Table 3 shows condensed information from the Statements of Revenues, Expenses and Changes in Net Position for the three years ended June 30. State appropriations increased \$8.7 million in 2020 due to an additional appropriation from the State of Vermont to assist the University in covering expenses related to COVID-19.

23,973

deferred loss of \$1,207 on the refunding of the 2009 General Obligation Boulds. From fiscal 2018 to 2019 long-term debt decreased \$11.1 million or 2.0%. No new bonds were issued in fiscal 2019. The decrease is due to payments made on existing bonds.

Total increase in net position

Unearned revenue, deposits, and funds held for others increased \$9.8 million or 9.7% in fiscal 2020 from \$100.4 million in fiscal 2019 to \$110.2 million. The increase in fiscal 2019 was \$1.8 million or 1.8% from fiscal 2018. Most of this balance is the University of Vermont Foundation's funds held by the University in the endowment. The University of Vermont Foundation utilizes the University's endowment as an investment vehicle and own shares in the pool. As of June 30, 2020 and 2019, respectively, the University of Vermont Foundation's market value in the University's endowment pool was \$98.2 million and \$89.0 million.

Other liabilities and deferred inflows of resources remained stable from fiscal 2019 to fiscal 2020 decreasing only \$700 thousand or 0.6%

from \$109.8 million to \$109.1 million. There was in increase from fiscal 2018 to fiscal 2019 of \$7.8 million or 7.6%. These balances consist of the University's accounts payable and current and non-current accrued liabilities including insurance reserves, compensated absences, obligations under deferred giving arrangements, and pledges payable. The increase from fiscal 2018 to fiscal 2019 is mostly due to a new pledge payable of \$5.8 million.

39,695

27,658

Net position is reported in four categories. The net investment in capital assets amount represents the historical cost of property and equipment reduced by total accumulated depreciation and the balance of related debt outstanding. Restricted expendable resources include balances of current and prior year gifts for specified purposes such as scholarships or academic programs, as well as spendable endowment proceeds. Restricted non-expendable resources are endowment balances which are required to be invested in perpetuity by the original donors. Unrestricted financial resources represent net positions that are available for any future use without legal restriction.

B. Statements of Revenues, Expenses, and Changes in Net Position

Operating revenues are generally earned through the sale of goods and services. However, GASB reporting standards require that certain University recurring revenues be shown as nonoperating. This includes state appropriations, federal Pell grants, private gifts, net investment income, and transfers from University component units. These revenue streams are important sources of funds used to supplement tuition and fees revenue. Accordingly, we have grouped the operating and nonoperating revenues together in the condensed statements to allow readers to better understand which revenues support University operating expense streams.

Net student fees grew 0.3% from \$390.3 million in fiscal 2019 to \$391.4 million in fiscal 2020. Embedded in the net student fees amount are three components including gross tuition and fees, gross residential life fees, and scholarship allowances. Gross tuition and fees increased \$10.5 million or 2.4% from fiscal 2019 to fiscal 2020 while gross residential life fees decreased \$8.2 million or 11.9%. The decrease in gross residential life fees is the result of room and meal refunds given to students that were forced to leave campus early due to COVID-19. Scholarship allowances remained relatively steady from fiscal 2019 to fiscal 2020 increasing \$1.0 or 0.8%. An increase in net student tuition and fees in fiscal 2019 of 4.3% included a 3.7% increase in gross tuition and fees, a 4.2% increase in gross residential life fees, and a 2.1% increase in scholarship allowances from fiscal 2018.

State appropriations remained stable in fiscal 2019 and 2018 at \$43.0 million. In fiscal 2020 the University received an increase in state appropriations of \$8.7 million to help offset the costs of COVID-19. Total state appropriation revenue in fiscal 2020 was \$51.7 million.

Transfers to UVM from component units includes transfers from the University of Vermont Foundation and University Medical Education Associates. These transfers include reimbursement of expenses on gifts received by the University of Vermont Foundation on behalf of the University. There was a decrease of \$8.8 million from \$37.7 million in fiscal 2019 to \$28.9 million in fiscal 2020. This is, in part, due to the reduction in University spending in the 4th quarter of fiscal 2020 due to procedures put in place by University management as a result of COVID-19.

Other auxiliary enterprises revenues remained stable at \$42.3 million, \$44.6 million, and \$43.6 million in fiscal 2020, 2019, and 2018, respectively. The decrease in revenue in fiscal 2020 of 5.2% is due to reduced activity due to COVID-19.

Student loan interest, gifts, investment income, and other can be volatile due to the investment markets. There was a decrease of \$22.3 million or 38.4% in fiscal 2020 from fiscal 2019. Most of the decrease can be attributed to a decrease in net investment income of \$15.1 million from \$25.2 million in fiscal 2019 to \$10.1 million in fiscal 2020. There was a similar, though not as severe, drop in fiscal 2019 of \$8.0 million compared to fiscal 2018. Other decreases in fiscal 2020 are due to reduced activity due to COVID-19 including sales and services of educational activities.

Compensation and benefits increased \$26.5 million or 6.1% from \$437.6 million in fiscal 2019 to \$464.2 million in fiscal 2020 due to budgeted increases for faculty and staff and additional \$10.4 million of expense to increase the other post-employment liability amount on the Statement of Net Position. The increase of \$5.7 million or 1.3% from \$431.9 million in fiscal 2018 to \$437.6 million in fiscal 2019 is due to budgeted increases for faculty and staff.

Supplies and services expenses decreased significantly in fiscal 2020 from fiscal 2019 dropping \$18.7 million or 9.8% from \$190.0 million to \$171.3 million. This is due to remote instruction and teleworking for the fourth quarter of fiscal 2020 and spending restrictions put in place by University management. Supplies and services expense was stable from fiscal 2018 to 2019 increasing only \$1.8 million or 0.9%.

Scholarship expense increased \$6.6 million, or 31.7%, in fiscal 2020 and \$3.9 million, or 23.5%, in fiscal 2019.

Depreciation and interest expense were \$54.3 million, \$55.4 million, and \$48.6 million in fiscal 2020, 2019, and 2018, respectively. The increase in depreciation in fiscal 2020 of \$0.8 million was offset by a decrease in interest expense of \$1.9 million. The increase of \$6.8 million in fiscal 2019 is due to an increase in depreciation expense of \$1.5 million and an increase in interest expense of \$5.2 million.

Transfers from UVM to component units and State of \$22.6 million, \$23.9 million, and \$21.0 million in fiscal 2020, 2019, and 2018, respectively, represents transfers to the University of Vermont Foundation to assist in its operations and contributions to the State of Vermont to support the Graduate Medical Education program.

Capital and endowment appropriations and gifts represent capital gifts, capital appropriations, and gifts to the University endowment. Fiscal 2020 had an increase of \$1.6 million or 78.3% from \$2.1 million in fiscal 2019 to \$3.7 million in fiscal 2020 due to endowment gifts of \$2.2 million in fiscal 2020 compared to \$200 thousand in fiscal 2019.

Statements of Net Position

as of June 30, 2020 and 2019

(dollars in thousands)

	(4.6.					UMEA		UMEA		UVMF		UVMF
		2020		2019		2020		2019		2020		2019
ASSETS												
Current assets:							_		_	****		2.045
Cash and cash equivalents	\$	187,052	\$	163,121	\$	99	\$	122	\$	37,858	\$	35,867
Operating investments		154,738		139,132		60,409		62,100		9,507		9,979
Accounts, loans, notes and pledges receivable, net		40,964		40,583		968		585		8,378		11,437
Inventories and prepaid expenses		17,034		12,863		7		9		415		384
Total current assets	_	399,788		355,699		61,483		62,816		56,158		57,667
Non-current assets:		400.005		.0						131 143		115 212
Endowment cash, cash equivalents and investments		490,897		494,724		•		•		121,442		115,213
Student loans, notes, and pledges receivable, net		34,898		36,336		•		-		11,190		14,295
Investments for capital activities		46,778		44,420		-		•		1 225		1,316
Deposits with trustees		36,61\$		10,153		•		•		1,325		1,510
Prepaid expenses and other assets		201		-		•		•		0.161		6 503
Capital assets, net	_	703,342		683,445				 -		8,161		8,502
Total non-current assets	_	312,731		269,078		(1.402		(2.01/		142,118		139,326
Total Assets	<u>1,</u>	712,519	1,	624 <u>,777</u>	_	61,483		62,8 <u>16</u>		198,276		196,993
DEFERRED OUTFLOWS OF RESOURCES	•											
Loss on refunding of debt		5,925		4,985		-		-		-		-
Postemployment benefits	_	56,779		13,135				•		<u> </u>		
Total Deferred Outflows of Resources		62,704		18,120		<u> </u>		-		•		
LIABILITIES												
Current liabilities:												
Accounts payable and accrued liabilities		82,867		79,679		325		682		6,346		8,306
Unearned revenue, deposits, and funds held for others		110,199		100,430		41,956		42,409		78		514
Bonds and leases payable		15,268		14,420		_		-		-		-
Total current liabilities	_	208,334		194,529		42,281		43,091		6,424		8,820
Non-current liabilities:	_						-					
Accrued liabilities		21,718		22,981		-		-		-		
Postemployment benefits		530,031		460,332		-		-		-		
Bonds and leases payable		570,994		530,972						4,888		5,138
Total non-current liabilities	1	122,743		014,285				•		4,888		5,138
Total Liabilities	_	331,077		208,814		42,281		43,091		11,312		13,958
DEFERRED INFLOWS OF RESOURCE												
 		1,312		1,562				_		_		_
Service concession arrangement Split-interest arrangements		3,250		5,621								
Postemployment benefits		25,851		37,140		_		_				-
Total Deferred Inflows of Resources	_	30,413		44,323						-		
NEW BOCKETON												
NET POSITION		136,506		138,070		_				3,273		3,363
Net investment in capital assets		130,300		1,00,070		•		_		ال 1 ڪوڻ		01000
Restricted:		110711		116,469		_				117,637		106,400
Non-Expendable .		119,711		335.965		14,407		14,467		57,813		65,298
Expendable		336,050 (178.52.1)		200,744)		4,795		5,258		8,241		7,974
Unrestricted	_	(178,534)		` 		19,202	-\$		•	186,964	\$	
Total Net Position	2	413,733	Þ	389,760		17,202	ş	17,723	φ	100,704	Ψ	100,000

The accompanying notes are an integral part of the fauncial statements

Statements of Revenues, Expenses and Changes in Net Position for the years ended June 30, 2020 and 2019

(dollars in thousands)

	(aonars in n	iousands)					
	2020	2019	ι	JMEA 2020	UMEA 2019	UVMF 2020	UVMF 2019
Operating revenues		•				,	
Tuition and fees	\$ 454,442	\$ 443.983	\$	•	\$ •	\$ -	\$ -
Residential life	61,283	69.528		•	-	-	-
Less scholarship allowances	(124,283)	(123,248)		-	 •	<u> </u>	<u> </u>
Net student fees	391,442	390,263		•	 -	-	
Federal, state, and private grants and contracts	202,666	184,293		-	•	886	1,003
Sales and services of educational activities	7,479	8,574		•	•	•	-
Other auxiliary enterprises	42,309	44,614		-	•	•	-
Student loan interest and other operating revenues	17,864	22,326		169	158	593	646
Total operating revenues	661,760	650,070		169	158	1,479	1,649
Operating expenses			•				
Compensation and benefits	(464,156)	(437,635)		(229)	(234)	(8,828)	(8,987)
Supplies and services	(171,354)	(190,036)				(2,112)	(2,778)
Depreciation	(33,691)	(32,902)		-		(341)	(350)
Scholarships and fellowships	(27,329)	(20,747)		-			
Total operating expenses	(696,530)	(681,320)		(229)	(234)	(11,281)	(12,115)
Operating loss	(34,770)	(31,250)		(60)	(76)	(9,802)	(10,466)
Non-operating revenues (expenses)							
State appropriations	\$1,710	43,011		-			-
Federal Pell grants	7,547	7,896		•	-		•
Private gifts	361	1,994		368	313	20,746	30,253
Net investment income	10,085	25,183		292	1,052	154	5,091
Interest on indebtedness	(20,619)	(22,535)			-	(73)	(104)
Gain/(Loss) on disposal of capital assets	36	(20)		-			-
Net other non-operating expense	(368)	(396)			-	(528)	(526)
Intergovernmental transfers	(13,840)	(13,865)		•	-		
Transfers from UVM to component units	(8,758)	(10,068)			-	8,429	9,059
Transfers to UVM from component units	28,900	37,676		(1,123)	(1,076)	(26,083)	(34,088)
Net non-operating revenues	55,054	68,876		(463)	 289	2,645	9,685
Revenue (loss) before capital and endowment additions		37,626		(523)	213	(7,157)	(781)
State capital appropriations	1,300	1,650		•	 -	-	•
Capital gifts and grants	190	190				-	-
Gifts for endowment purposes	2,199	229				11,086	10,356
Total capital and endowment additions	3,689	2,069				11,086	10,356
Increase (decrease) in net position	23,973	39,695		(523)	213	3,929	9,575
Net position, beginning of year adjusted	389,760	350,065		19,725	19,512	183,035	173,460
Net position, end of year	\$ 413,733	\$ 389,760	\$	19,202	\$ 19,725	\$ 186,964	\$ 183,035
			•				

The accompanying notes are an integral part of the financial statements.

Statements of Cash Flows

for the years ended June 30, 2020 and 2019

(dollars in thousands)

Net cash provided by operating activities 10,992 9,479		2020	2019
Sales and services of auxiliary emergrises 8,747 8,578			
Sales and services of ducitismy principatisms 7,479 \$,574 Sales and services of auxilismy emeryptisms 46,515 \$2,840 Chher 4,209 44,414 Payments to employees and benefit providers (49,120) (48,620) Payments for scholarships and fellowships (27,329) (20,747) Student leasn cistated (3,73) (3,977) Student leasn collected, interest and other revenue 1,379 3,372 Other receipts, not 10,992 9,479 Cash Flows From Non-Capital Financing Activities 10,992 9,479 Cash general appropriation \$1,710 4,301 Federal Pell grants 7,47 7,896 Private giffs for other than capital purposes 747 4,460 Interposemental transfers (18,40) (13,863) Transfers from UVAI to component units (20,53) (10,068) Transfers for UVAI to component units (20,53) (10,068) Transfers for UVAI to component units (20,53) (10,068) Transfers for UVAI to component units (20,53) (20,068)	Tuition and fees (net of applicable scholarship allowances)	\$346,112	
Residental Life fees, net of scholarship allowances			
Residential life (esc, net of Scholarship allowances		7,479	8,574
Other 43,309 44,614 Payments to employees and benefit providers (169,807) (186,625) Payments for evendors (169,807) (186,625) Payments for scholarships and fellowships (27,329) (20,747) Student loans issued (3,673) (3,977) Student loans collected, interest and other revenue 17,074 3,372 Other receipts, net 17,074 2,1872 Net cash provided by operating activities 3,77 7,896 State general apprepriation 51,710 43,011 Federal Fell grants 7,47 7,896 Private gifts for other than capital purposes 1,340 (13,840) Private gifts for other than capital purposes (3,840) (3,848) Transfes from UVM to composent units 29,010 37683 Transfes from UVM to composent units 29,010 37683 Deposits of fallitates and life income payments, net 12,062 5,043 Net cash provided by non-capital Inancing activities 120,627 5,043 Cash Flows From Capital Financing Activities 120,627 5,043			
Payments to employees and henefit providers		•	
Payments to windows	=		
Payments for scholarships and fellowships (2,732) (20,747) Student loans issued (3,673) (3,977) Student loans issued (3,692) (3,67			
Student loans issued (3,673) (3,977) Student loans cellected, interest and other revenue 1,379 3,372 Other receipts, net 1,2074 21,872 Net cash provided by operating activities 10,992 9,479 Cash Flows From Non-Capital Financing Activities State general appropriation 51,710 43,011 Federal Pell grants 7,547 7,896 Private glis for other than capital purposes 1,340 (13,840) It ransfers form UVM to component units (13,840) (13,865) Transfers form UVM to component units 29,010 37,683 Deposits of adilitates and life income payments, net 129,010 37,683 Transfers form UVM to component units 120,627 79,355 79,435 Net eash provided by non-capital financing activities 79,355 79,435 79,435 Proceeds from issuance of capital debt 120,627 1,50 1,50 1,50 State capital appropriation 1,300 1,65 1,50 1,50 1,50 Cash Flows From Capital Financing activities			
1,70			
Net cash provided by operating activities 12,074 21,872 Net cash provided by operating activities 15,170 14,3011 Federal Pell grants 7,547 7,896 74,797 7,896 74,797 7,896 74,797 7,896 74,797 7,896 74,797 7,896 74,797 7,896 74,797 7,896 74,797 7,896 74,797 7,896 74,797 7,896 74,797 7,896 74,797 7,896 74,797 7,896 7,996 7,99		(3,673)	(3,977)
Net cash provided by operating activities 10,992 9,479	Student loans collected, interest and other revenue		
Cash Flows From Non-Capital Financing Activities 51,710 43,011 State general appropriation 51,710 43,011 Federal Pell grants 7,47 7,866 Private gifts for other than capital purposes 747 4,460 Intergovernmental transfers (13,840) (13,865) Transfers from UVM to component units 29,010 37,683 Transfers from UVM to component units 29,010 37,683 Deposits of affiliates and life income payments, net 12,939 10,376 Net cash provided by non-capital financing activities 79,355 79,493 Cash Flows From Capital Financing Activities 120,627 - Proceeds from issuance of capital debt 1,300 1,650 Capital grants, gifts and other income 190 190 Purchases and construction of capital assets 36 65 Proceeds from disposal of capital assets 38 65 Proceeds from disposal of capital assets 38 534 Proceeds from disposal of capital assets 38 534 Principal paid on capital debt (77,575) (11,6		17,074	21.872
State general apprepriation 51,710 34,301 Federal Pell grants 7,547 7,896 Private gifts for other than capital purposes 7,47 4,460 Intergovernmental transfers (31,840) (13,865) Transfers from UVM to component units (8,783) (10,068) Transfers from UVM to component units 29,010 37,683 Transfers from UVM from component units 29,910 37,683 Deposits of alfiliates and life incempe payments, net 12,939 10,376 Net cash provided by non-capital financing activities 79,355 79,493 Cash Flows From Capital Financing Activities 12,0627 79,355 79,493 Cash Flows From Capital Financing activities 12,0627 79,355 79,493 Cash Flows From Capital Gebt 12,0627 13,000 1,650 Capital grants, gifts and other income 190 190 190 Purchases and construction of capital assets 36 65 Principal paid on capital debt (79,757) (11,164) Interest paid on capital debt (23,541) (22,639) Changes in deposits with trustees, net 8 534 Net cash used in capital financing activities 24,900 157,543 Purchase of investing Activities 24,900 157,543 Purchase of investinents 24,900 157,543 Purchase of investinents	Net cash provided by operating activities	10,992	9,479
Private gifts for other than capital purposes 7,547 7,896 Private gifts for other than capital purposes 7,476 7,4460 Intergovernmental transfers (13,840) (13,865) Transfers from UVM to component units 29,010 37,683 Deposits of affiliates and life income payments, net 12,939 10,376 Net cash provided by non-capital financing activities 12,939 10,376 Net cash provided by non-capital financing activities 12,939 10,376 Stace capital fappropriation 1,300 1,650 Capital grants, gifts and other income 190 190 Purchases and construction of capital assets 19,000 1,650 Capital grants, gifts and other income 190 190 Purchases and construction of capital assets 3,6 65 Principal paid on capital debt (79,757) (11,164) Interest paid on capital debt (79,757) (11,164) Interest paid on capital debt (79,757) (11,164) Interest paid on capital debt (23,542) (22,639) Changes in deposits with trustees, net 8 5,34 Net cash used in capital financing activities 31,277 (77,156) Cash Flows From Investing Activities 24,900 15,7802 Interest and dividends on investments, net 5,579 5,466 Net cash provided by (used in) investing activities 16,947 17,023 Cash and cash equivalents - end of year 5,193 3,333 3,176,386 Reconciliation of Operating Loss To Cash Provided by Operating Activities 3,369 32,902 Changes in assets and liabilities 3,460 3,470	Cash Flows From Non-Capital Financing Activities		
Federal Pell grants 7.547 7.896 Private gifs for other than capital purposes 747 4,460 Intergovernmental transfers (13,840) (13.865) Transfers from UVM to component units 29,010 37,683 Deposits of affiliates and life income payments, net 12,939 10,376 Net cash provided by non-capital financing activities 79,355 79,493 Cash Flows From Capital Financing Activities 120,627 - Proceeds from issuance of capital dates 13,00 1,650 Capital grants, gifts and other income 190 190 Purchases and construction of capital assets (50,789) (45,792) Proceeds from disposal of capital assets (50,789) (45,792) Proceeds from deposits with trustees, net (23,542) (22,639) Proceeds from slage and maturities of investments (31,927) (77,156) Changes in deposits with trustees, net 249,905 15,740 Net cash used in capital financing activities (296,957) (15,7802) Proceeds from sales and maturities of investments (296,957) (15,7802)	State general appropriation	51,710	43.011
Private gifs for other than capital purposes 747 4,460 Intergovernmental transfers (13,840) (13,865) Transfers from UVM to component units (87,58) (10,068) Transfers to UVM from component units 29,010 37,683 Deposits of affiliates and life income payments, net 12,939 10,376 Net cash provided by non-capital financing activities 79,355 79,493 Cash Flows From Capital Financing Activities 120,627 - Proceeds from issuance of capital debt 1,300 1,650 State capital appropriation 1,300 1,650 Capital grants, gifts and other income 190 190 Purchases and construction of capital assets (50,789) (45,792) Proceeds from disposal of capital assets 36 65 Principal paid on capital debt (79,757) (11,164) Interest paid on capital financing activities 38 534 Vet cash used in capital financing activities 24,990 157,543 Changes in deposits with trustees, net 24,990 157,543 Proceeds from sales and maturities of in		7,547	7,896
Cash Flows From Capital Financing Activities Cash Flows From Investing Activities Cash Flows From Investing Activities Cash Flows From Investing Activities Cash Provided by (used in) investments Cash Provided by (used in) investments Cash Flows From Investing Activities Cash Flows From Investing Activities Cash And cash equivalents - end of year * S10,630		747	4,460
Transfers from UVM to component units (8,758) (10,068) Transfers to UVM from component units 29,010 37,683 Deposits of affiliates and life income payments, net 12,939 10,376 Net cash provided by non-capital financing activities 79,355 79,493 Cash Flows From Capital Financing Activities 120,627 *** Proceeds from issuance of capital debt 1,300 1,650 Capital grants, gifts and other income 190 190 Purchases and construction of capital assets (50,789) (45,792) Proceeds from disposal of capital assets 36 65 Principal paid on capital debt (79,757) (11,164) Interest paid on capital debt (23,542) (22,639) Changes in deposits with trustees, net 8 5.34 Net cash used in capital financing activities (31,927) (77,156) Cash Flows From Investing Activities 249,905 157,543 Purchase of investments (296,957) (15,802) Interest and dividends on investments, net (296,957) (157,802) Net cash provided by (used in)		(13.840)	(13.865)
Transfers to UVM from component units			
Peposits of affiliates and life income payments, net Net cash provided by non-capital financing activities 79,355 79,493 79,293			, , ,
Net cash provided by non-capital financing activities 79,355 79,493 Cash Flows From Capital Financing Activities 120,627			
Proceeds from issuance of capital debt 120,627 State capital appropriation 1,300 1,650 Capital grants, gifts and other income 190 190 Purchases and construction of capital assets (50,789) (45,792) Proceeds from disposal of capital assets 36 65 Principal paid on capital debt (79,757) (11,164) Interest paid on capital debt (23,542) (22,639) Changes in deposits with trustees, net 8 5,34 Net cash used in capital financing activities (31,927) (77,156) Cash Flows From Investing Activities 249,905 157,543 Proceeds from sales and maturities of investments 249,905 157,543 Purchase of investments (296,957) (157,802) Interest and dividends on investments, net 5,579 5,466 Net cash provided by (used in) investing activities (41,473) 5,207 Net increase in cash and cash equivalents 16,947 17,023 Cash and cash equivalents - beginning of year 176,386 159,363 Cash and cash equivalents - end of year * \$193,33			79,493
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Depreciation expense 33,691 32,902	Operating loss	\$(34,770)	\$(31,250)
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Accounts receivable and loans receivables, net 758 4,172 Inventories and prepaid expenses (4,372) (901) Accounts payable (6,775) 8,946 Unearned revenue, deposits and accrued liabilities 22,460 (4,390)	Depreciation expense	33,691	32,902
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Accounts payable (6,775) 8,946 Unearned revenue, deposits and accrued liabilities 22,460 (4,390)		(4,372)	(901)
Unearned revenue, deposits and accrued liabilities 22,460 (4,390)			8,946
Net cash provided by operating activities \$10,992 \$9,4/9	Net cash provided by operating activities	\$10,992	\$9,479

of total cash and cash equivalents for 2020, \$187,052 is current and \$6.281 is non-current endowment and for 2019, \$163,121 is current and \$13,265 is non-current endowment.

The accompanying notes are an integral part of the financial statements.

Notes to Financial Statements For the Years Ended June 30, 2020 and 2019 (dollars in thousands)

A. Summary of Significant Accounting Policies and Presentation

The University of Vermont and State Agricultural College is a public, non-profit, comprehensive research institution of higher education with an enrollment of approximately 13,290 undergraduate, graduate, medical, and non-degree students. It is located in Burlington, Vermont with satellite instructional and research buildings throughout the State.

The University of Vermont and State Agricultural College is a land-grant institution and a component unit of the State of Vermont. The University receives an annual appropriation from the State. The Board of Trustees has 25 members including 9 legislative, 9 self-perpetuating, 3 gubernatorial, and 2 students; the Governor and President of the University serve as exofficio members during their terms in office.

The University has received a letter from the Internal Revenue Service recognizing the University as an organization that is described in Internal Revenue Code Section 501(c)(3) and generally exempt from income taxes pursuant to Section 501(a) of the Internal Revenue Code.

1. Affiliated Organizations

University Medical Education Associates, Inc. (UMEA) is a legally separate component unit of the University of Vermont, UMEA is an organization described in Internal Revenue Code Section 501(c)(3) and is generally exempt from income taxes pursuant to Section 501(a) of the Code. UMEA is governed by a minimum nine-member board: five members are named as a result of their positions at the University of Vermont and the remaining are elected by the other members. UMEA's purpose is to support the operations, activities and objectives of the Robert Larner, M.D. College of Medicine of the University of Vermont. UMEA is a public non-profit organization that reports under Financial Accounting Standards Board (FASB) standards. UMEA's fiscal year ends on June 30. UMEA issues separate audited financial statements, which may be obtained by contacting the Dean's Office, Robert Larner, M.D. College of Medicine. In accordance with Governmental Accounting Standards Board (GASB) Statement No. 61, The Financial Reporting Entity: Omnibus (an amendment of GASB 14 and 34), UMEA is discretely presented on the University's Statements of Net Position and Statements of Revenues, Expenses, and Changes in Net Position.

The University of Vermont and State Agricultural College Foundation, Inc. (UVMF) was incorporated as a Vermont nonprofit corporation on March 14, 2011 and is a legally separate entity from the University of Vermont. On January 1, 2012, UVMF officially assumed all fundraising responsibilities of the Office of Development and Alumni Relations at the University. UVMF is an organization described in Internal Revenue Code Section 501(c)(3) and is generally exempt from income taxes pursuant to Section 501(a) of the Code. UVMF exists to secure and manage private gifts for the sole benefit of the University and has been recognized by

the University as the primary and preferred recipient for charitable gifts to or for the benefit of the University. UVMF is governed by a board of directors composed of not less than 15 or more than 29 members, including ex officio directors. The President of the University, the Chair of the Board of Trustees of the University, the President of the UVM Alumni Association, the Chair of the UVM Medical Center Foundation, and the UVMF President/CEO are ex officio directors of UVMF. UVMF reports under FASB standards, has a fiscal year end date of June 30, and issues separate audited financial statements, which may be obtained at the UVMF's website www.uvmfoundation.org. In accordance with Statement No. 61, The Financial Reporting Entity: Onnibus (un amendment of GASB 14 and 34), UVMF is discretely presented on the University's Statements of Net Position and Statements of Revenues, Expenses, and Changes in Net Position.

The University has an affiliation with the University of Vermont Medical Center, Inc., University of Vermont Medical Group, Inc., and the University of Vermont Health Network, Inc. through an updated Affiliation Agreement signed in June 2014. The Affiliation Agreement is for a period of five years and has been extended an additional two years. The Agreement is to guide and govern the parties in the achievement of their common goals, including, but not limited to, providing high-quality clinical education for undergraduate and graduate students enrolled in UVM medical and health care related academic programs and health care professionals enrolled in continuing education programs. The Agreement sets forth principles and protocols designed to assist the University and the University of Vermont Medical Center (UVMMC) in coordinating efforts and allocating their resources. UVMMC agrees to pay a portion of salary, benefits, and related expenses incurred by the University to physician-faculty and staff who are also employed by UVMMC. In addition, UVMMC agrees to pay base payments that help maintain medical facilities owned and managed by the University and the Dana Medical Library, UVMMC agrees to pay a portion of the UVM Medical Group Net Patient Revenues, referred to as the Dean's Tax, to the Robert Larner, M.D. College of Medicine for purposes that promote and are consistent with the common goals of both parties.

2. Basis of Accounting

The accompanying financial statements have been prepared using the economic resources measurement focus and the accrual basis of accounting in accordance with U.S. generally accepted accounting principles as defined for public colleges and universities by the GASB.

Net position is categorized as follows:

Net investment in capital assets: Capital assets, net of
accumulated depreciation and outstanding principal balances of
debt attributable to the acquisition, construction or improvement of
those assets. Such assets include the University's physical plant.

· Restricted:

Non-Expendable - Net position subject to externally imposed stipulations that they be maintained permanently by the University. This category includes the corpus of the University's true endowment funds.

(dollars in thousands)

Expendable - Net position whose use by the University is subject to externally imposed stipulations that can be fulfilled by actions of the University to meet those stipulations or that expire through the passage of time. This category includes restricted gifts, grants, contracts and endowment appreciation.

 Unrestricted: Net position not subject to externally imposed stipulations. Unrestricted net position may be designated for specific purposes by action of management, the Board of Trustees or may otherwise be limited by contractual agreements with outside parties.

The University's policy for defining operating activities as reported on the Statements of Revenues, Expenses, and Changes in Net Position are those that generally result from exchange transactions such as payments received for providing services and payments made for services or goods received. Non-exchange transactions such as gifts, investment income, state appropriations and interest on indebtedness are reported as non-operating revenues and expenses.

When both restricted and unrestricted net position are available and appropriate to fund an expense, the University's practice is to allow the budget manager to determine which to use in each instance.

The preparation of financial statements in accordance with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect reported amounts and disclosures. Actual results could differ from those estimates. The most significant areas that require management estimates relate to valuation of certain investments, the valuation of the postemployment benefit obligation, allowances on accounts and loans receivable, depreciation, and certain accruals.

3. Fair Value Measurement

GASB statement 72, Fair Value Measurements and Application, sets forth the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used for measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active or inactive markets that the University has the ability to access.

Level 2 - Inputs to valuation methodology include:

- · Quoted prices for similar assets or liabilities in inactive markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;

 Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement. Unobservable inputs reflect the University's own assumptions about the inputs market participants would use in pricing the asset or liability (including assumption of risk). Unobservable inputs are developed based on the best information available in circumstances and may include the University's own data.

In addition to the three levels described above, certain investments are measured at net asset value (NAV) without further adjustment if NAV is calculated consistent with guidance in Accounting Standards Codification 946, Financial Services – Investment Companies. The University utilizes NAV as its estimate of fair value for those funds whose value is determined as described above. Investments reported at NAV consist of shares or units in funds as opposed to direct interests in the funds' underlying securities, which may be readily marketable and not difficult to value. NAV measured investments are not categorized in the fair value hierarchy table.

Investments in certain funds contain lock-up provisions. Under such provisions, share classes of the investment are available for redemption at various times in accordance with the management agreement of the fund.

4. Government Appropriations and Grants

Revenues associated with grants and contracts are generally recognized when related costs are incurred or when milestones are achieved. Federal, state and private grants and contracts revenue for 2020 and 2019 consists of:

Grants and Contracts	FY20		FY19
Federal appropriations, grants and contracts	\$ 131,349	S	117,393
State grants and contracts	6,249		4,953
Other governmental and private grants and contracts	65,068		61,947
TOTAL	\$ 202,666	\$	184,293

State appropriations (general fund and capital) are reported as non-operating revenue.

The University has recorded reimbursement of indirect costs relating to government contracts and grants at a predetermined rate. The reimbursement of indirect costs included in grant revenue is \$31.6 million in 2020 and \$30.4 million in 2019.

Private grants and contracts include funding of \$16.1 million in 2020 and \$16.0 million in 2019 to the Robert Larner, M.D. College of Medicine from the University of Vermont Medical Center, Inc. to offset facilities and operation costs.

(dollars in thousands)

5. Gifts

Gifts are recorded at their fair value and reported as non-operating revenue.

Promises to donate to the University are recorded as receivables and revenues when the University has met all applicable eligibility and time requirements. Since the University cannot fulfill the requirement to invest in perpetuity for gifts to endowments until the gift is received, pledges to endowments are not recognized until received.

6. Deposits and Unearned Revenue

Deposits and advance payments for the following academic year are uncarned and recorded as revenues when earned. Summer session revenues are uncarned to the extent that they relate to courses scheduled in July and August. Deposits and advance payments uncarned revenue at June 30, 2020, and 2019, is \$6,178 and \$5,270, respectively.

The University records unearned revenue for cash received in excess of expenditures on grants and contracts. Grants and contracts unearned revenue at June 30, 2020, and 2019, is \$3,870 and \$3,580, respectively.

7. Employee Benefits

The University provides health and dental insurance to retired employees, hired prior to 2012, and their families during their lives and life insurance until age 70. Employees hired on or after January 1, 2012 will continue to receive dental insurance and life insurance upon retirement. The health insurance benefit for these employees hired after January 1, 2012 has been replaced with a defined contribution Retiree Health Savings Plan (RHSP). UVM makes regular tax-free contributions to the RHSP for benefits-eligible faculty and staff. Earnings that accumulate in the RHSP grow tax free. Retirees will be able to access the savings in the RHSP to pay for eligible healthcare expenses upon retirement.

Health, dental and life insurance are paid by the University on a premium basis at the same rate as active employees for retirees under the age of 65 and at a slightly lower rate for retirees over the age of 65. The total cost for active and retired employees for health, dental and life insurance, net of employee contributions, was \$69,295 in 2020 and \$64,855 in 2019. The total cost for contributions to the RHSP was \$1,256 in 2020 and \$1,026 in 2019. See note 1, for further information about postemployment benefits.

8. Compensated Absences

The University accrues amounts for compensated absences (principally vacation allowances) as earned. They are included in the current portion of accrued liabilities.

As of June 30, 2020, \$23,110 (\$21,778 in 2019) was accrued for vacation pay of which \$17,060 (\$16,085 in 2019) was charged to unrestricted net position and \$6,050 (\$5,693 in 2019) was included in deferred charges to be recovered from restricted expendable net position when paid.

9. Collections and Works of Art

The University maintains collections of inexhaustible assets, including works of art; historical artifacts; biological, geological, archaeological and ethnographic materials; and literature. While management believes the collections are quite valuable and irreplaceable, the University has not placed a dollar value on these assets. It is the University's policy to hold these assets for public exhibit, education and research rather than for financial gain and to protect, care for and maintain such assets in perpetuity. Accordingly, the collections are not capitalized for financial statement purposes.

B. Accounts, Loans, Notes, and Pledges Receivable

Accounts, loans, notes and pledges receivable at June 30, 2020 and 2019 are summarized as follows:

and Pledges Receivable, Net	Jun	e 30, 2020	June	e 30, 2019
Current				
Federal, state, and				
private grants receivable	\$	16,926	\$	16,934
Student and trade accounts receivable, ne	t	11,701		10,584
Other accounts receivable		9,862		10,525
Student loans receivable, net		1,927		1,982
Pledges receivable, net		548		558
Total Current	\$	40,964	\$	40,583
Non-Current				
Student loans receivable, net	\$	20,471	\$	20,164
Other notes receivable		9,497		10.695
Pledges receivable, net		4,930		5,477
Total Non-Current	\$.	34,898	\$	36,336

The student accounts receivable are carried net of an allowance for doubtful accounts of \$389 in 2020 and \$290 in 2019.

Student loans receivable are carried net of an allowance for uncollectible UVM loans of \$32 current and \$315 non-current at June 30, 2020. At June 30, 2019, student loans receivable are carried net of an allowance for uncollectible UVM loans of \$38 current and \$374 non-current. The University does not record an allowance for uncollectible federal student loans since they can be assigned to the government if certain conditions stipulated by the federal government are met.

The University's liability for the federal capital contribution to the Perkins, Health Professions, Primary Care, and Nursing Student loan programs is \$5,039 for 2020 and \$6,890 for 2019. These amounts are included in non-current accrued liabilities.

(dollars in thousands)

Collections and disbursements of pass through student loans such as Federal Direct Loans, Federal Plus Loans, and Vermont Student Assistance Corporation's Green Mountain Loans are reported on a net basis in the Statements of Cash Flows.

Other notes receivable, non-current, includes the present value of expected future cash flows as a result of an agreement with Sodexo Management, Inc. (Note J) entered into in 2016. The non-current receivable balance is \$4,666 and the current receivable balance is \$1,336 in 2020. The non-current receivable balance is \$5,864 and the current receivable balance is \$1,325 in 2019.

Accounts receivable from the UVMF and UMEA are \$5,730 in 2020 and \$7,610 in 2019 and presented in accounts, loans, notes and pledges receivable, net on the Statements of Net Position.

C. Accounts Payable and Current Accrued Liabilities

Accounts payable and current accrued liabilities of \$82,867 in 2020 and \$79,679 in 2019 are composed of accounts payable of \$17,954 in 2020 and \$24,730 in 2019 and accrued liabilities of \$64,527 in 2020 and \$54,563 in 2019. Also included in this total are pledges payable of \$386 in 2020 and \$386 in 2019, included in the chart of Note E. Accounts payable is mostly comprised of supplies and services payables, including construction, renovation and equipment of \$13,612 in 2020 and \$17,072 in 2019.

Accounts payable and current accrued liabilities at June 30, 2020 and 2019 are summarized below:

Current Accrued Liabilities	June	30, 2020	June	30, 2019
Interest expense	\$	6,105	\$	5,863
Construction retainage		1,490		915
Compensated absences		23,110		21,778
Insurance reserves -		17,317		10,283
Compensation and benefits	•	7,229		6,917
Payment to annuitants		370		396
Service concession arrangement		938		938
Other	•	7,968		7,473
Accounts and pledges payable		18,340		25,116
TOTAL	\$	82,867	\$	79,679

D. Capital Assets

Capital assets are stated at acquisition cost or, in the case of gifts, at the fair value at the date of donation.

Interest expense, net of interest earnings on unspent bond proceeds, is capitalized for debt funded construction projects. In 2020, \$3,164 (\$0 in 2019) was capitalized for projects that were funded by general obligation bonds.

Depreciation is calculated using the straight-line method over the estimated economic useful lives of the related assets. Certain research buildings are classified into the following components: 1) building (basic construction components/shell) with an estimated useful life of 40 years; 2) building service systems (plumbing, electrical, etc.) with an estimated useful life of 25 years; 3) interiors/renovations with an estimated useful life of 20 years and 4) fixed equipment with an estimated useful life of 15 years.

Other buildings are depreciated over a useful life of 40 years, land improvements are depreciated over a useful life of 20 years, fixed equipment is depreciated over a useful life of 15 years, and movable equipment is depreciated over a useful life of 5 years. Software systems are depreciated over a useful life of 7 years. Major construction projects are capitalized but are not depreciated until they are put into service.

Depreciation expense for buildings and components including fixed equipment for fiscal year 2020 is \$29,963 (\$30,076 in 2019). Moveable equipment, software systems, and land improvements depreciation expense is \$3,728 for 2020 (\$2,826 in 2019).

Land and construction in progress are the only non-depreciable capital assets.

(dollars in thousands)

Capital assets activity for the years ended June 30, 2020 and 2019 is summarized as follows:

		•			
. •	Balance as of	•	•	.Reclass/	Balance as o
	June 30, 2019	- Additions	Retirements	Changes	June 30, 2020
	\$ 29,044	\$ -	\$ -	ş	\$ 29,04
,	7,235	1,895	· -	1,954	11,08
	758,591	6.491	· .	3,017	768,09
	155,660	2,572	-	2,746	160,97
	84,332	<u>-</u>	1. 1.	1,399	85,73
٠, ٠	117,137	445		-	117,58
; ;	33,875	3,291	(276)	2,189	39,07
•	30,783	877	•	` .	31,66
	16,705	38,249	(232)	(11,305)	43,41
1.	1,233,362	53,820	(508)		1,286,674
- ;	(549,917)	(33,691)	276		(583,332
	\$ 683,445	\$ 20,129	\$ (232)	\$: -	\$ 703,343
	Balance as of	Additions	Datino-nosta	Reclass/	Balance as o June 30, 201
			,		\$ 29,04
i		- 1	\$ (65)	•	7.23
, .			• :		7,25.
		•	- ·	· · · · · · · · · · · · · · · · · · ·	155,66
•			- -	, .	84,33
	, · · ·		· .		117,13
÷	31,623	1,287	•	965	33,87
		1,20/		903 716	30,78
,	30,067	30.640			•
; ; ; · · · · · · · · · · · · · · · · ·	49,066	30,640	(95)	(63,001)	16,70
ls .		30,640 43,481 (32,902)	(85)		16,70
		June 30, 2019 \$ 29,044 7,235 758,591 155,660 84,332 117,137 33,875 30,783 16,705 11,233,362 (549,917) \$ 683,445 Balance as of June 30, 2018 \$ 28,039 6,062 712,347 142,321 74,265 116,176	June 30, 2019 Additions , 29,044 S 7,235 1,895 758,591 6,491 155,660 2,572 84,332 117,137 4,45 33,875 3,291 30,783 877 16,705 38,249 1,233,362 53,820 (549,917) (33,691) \$ 683,445 \$ 20,129 \$ Balance as of June 30, 2018 Additions \$ 28,039 \$ 1,090 6,062 740 712,347 5,748 142,321 3,085 7 74,265 254 116,176 637	June 30, 2019 Additions Retirements	June 30, 2019 Additions Retirements Changes

E. Bonds and Leases Payable and Other Long-Term Liabilities

Debt obligations are generally callable by the University and bear interest at fixed rates ranging from 2.00% to 6.43%. The debt obligations mature at various dates through 2050.

On August 21, 2019 the University issued two bonds: General Obligation Bonds, Series 2019A (Green Bonds) par amount of \$38,200 and General Obligation Bonds, Series 2019B par amount of \$59,875. The 2019A Bonds were issued to finance a portion of the costs of constructing an on-campus Multipurpose Center and to finance capitalized interest on

the 2019A Bonds through April 1, 2020. The 2019B Bonds were issued for the purpose of providing funds that will be used, together with available moneys of the University, to refund all the University's outstanding General Obligation Bonds, Series 2009 maturing after October 1, 2019 and to reimburse the University for the costs of certain deferred maintenance on the campus of the University. Proceeds of the 2019 Bonds will also be used to finance certain costs of issuance of the 2019 Bonds. The University incurred a deferred loss of \$1,207 on the refunding of the 2009 General Obligation Bonds.

Long term debt activity for the years ended June 30, 2020 and 2019 is summarized as follows:

(dollars in thousands)

	*,						•				
								٠			•
Beginni	ing Balance	<u>_</u>	New Dept	• (P:	ayments			Current	NO	n-Curren
٠,	4					,					
\$.2	• ,		\$	67,235		\$	•	\$	
• •	9,000	,	'	1.5	s	•			, -		9,00
1.2	16,476 -	,				1,334			1,395	100	13;74
	46,612 •		•		'' ((13)			(13)		46,63
4	69,605					1,911			2,087	•	65,60
	193,275		•		•	2,639		٠,	2,758	•	187,87
	. 76,543		- '		,	3,259	,÷		3,254		70,03
,	66,312					3,198	٠.		3,208		59,90
•			46,187.					•	282		45,90
	-		74,440			•		1	2,201	•	72,23
1 1	22.1		aj (i		٠,	íO.i	,	٠.	06		. 4
		¢ :	120 627		•			•		•	570,99
	Beginni	46,612 69,605 193,275 -76,543 66,312	\$ 67,235 \$ 9,000 16,476 46,612 69,605 193,275 76,543 66,312	\$ 67,235 \$ - 9,000 - 16,476 · - 46,612 · 69,605 · 193,275 · 76,543 · 66,312 · 46,187 · 74,440	\$ 67,235 \$ 9,000 16,476 46,612 69,605 193,275 76,543 66,312 46,187 74,440	\$ 67,235 \$ \$ \$ \$ 9,000	\$ 67,235 \$ \$ 67,235 9,000 - 1,334 46,612 (13) 69,605 - 1,911 193,275 2,639 76,543 - 3,259 66,312 - 3,198 46,187 - 74,440 - 194	\$ 67,235 \$ \$ 67,235 9,000	\$ 67,235 \$ - \$ 67,235 \$ \$ 9,000 - 16,476 - 1,334 46,612 - (13) 69,605 - 1,911 193,275 - 2,639 76,543 - 3,259 66,312 - 3,198 - 46,187 74,440 - 334 - 194	Beginning Balance New Debt Payments Current \$ 67,235 \$ 67,235 \$ 9,000 16,476 1,334 1,395 46,612 (13) (13) 69,605 1,911 2,087 193,275 2,639 2,758 76,543 3,259 3,254 66,312 3,198 3,208 46,187 282 74,440 2,201	\$ 67,235 \$ \$ 67,235 \$ \$ \$ \$ 9,000 16,476

- (1) This balance shown includes bond premium of \$327.
- (2) This balance shown is net of bond discount of \$236.
- (3) This balance shown includes bond premium of \$5,296.
- (4) This balance shown is net of bond premium of \$8,217.

- (5) This balance shown includes bond premium of \$9,964.
- (6) This balance shown includes bond premium of \$8,909.
- (7) This balance shown includes bond premium of \$7,986.
- (8) This balance shown includes bond premium of \$14,565.

Fiscal Year 2019				En	iding Balance
Long Term Liability,	Beginning Balance	New Debt	Payments	Current	Non-Current
General Obligation Bonds	····	,			
Series 2009 (1)	\$ 69,063	\$	\$ 1,828	\$ 1,898	\$ 65,337
Series 2010A	9,000			· ·	9,000
Series 2010B (2)	¹ · . 17,756	-	1,280	1,334	.15,142
Series 2012A (3)	46,599.		(13)	(13)	46,625
Series 2014A (4)	71,431		1,826	1,911	67,694
Series 2015 (5)	195,804		2,529	, 2,639	190,636
Series 2016 (6)	79,692		3,149	3,259	73,284
Series 2017 (7)	66,695	· · · · · · · · · · · · · · · · · · ·	383	3,198	63,114
C 2.11		1	182	, 104	140
Capital Leases	516		102	194	140
TOTAL	\$ 556,556	S - 17	\$ 11,164	\$ 14,420	\$ 530,972
•		1	ભ		

- (1) This balance shown includes bond discount of \$841.
- (2) This balance shown is net of bond premium of \$367.
- (3) This balance shown includes bond discount of \$249.
- (4) This balance shown is net of bond premium of \$5,607.
- (5) This balance shown includes bond premium of \$8.546.
- (6) This balance shown includes bond premium of \$10,393.
- (7) This balance shown includes bond premium of \$9,292.

(

(dollars in thousands)

In compliance with the University's various bond indentures, at June 30, 2020 the University has deposits with trustees of \$27,966 (\$8 in 2019) for debt service reserves, sinking funds, and other requirements. Deposits with trustees are invested in obligations of the U.S. Government as

required by the University's bond indentures.

The principal and interest due on bonds over the next five years and in subsequent five; year periods are presented in the table below:

Ending June 30	Principal Due	Interest Due	Total Due
2021	\$ 13,557	\$ 24,101	\$ 37,658
2022	12,638	23,460	36,098
2023	· 13,245	22,813	36,058
2024	13,920 -	22,134	36,054
2025	. 14,640	. 21,428	36,068
2026-2030	85,395	95,266	180,66
2031-2035	107,310 '	73,376	180,686
2036-2040	136,605	47,158	183,763
2041-2045	113,675	17,133	130.808
2046-2050	20,250	1,777	22,027
TOTAL	\$ 531,235	\$ 348,646	\$ 879,881

Other long-term liabilities at June 30, 2020 and 2019 are summarized below:

•								Endir	ng Bala	nce
Other Long Term Liabilities	Beginni	ng Balance	Increa	ses .	De	creases	Cı	ırrent	.Non-	Curren
Federal Student Loan Capital Contribution	\$	6,890	\$	2	` s	1,851	s		\$	5.039
Green Mountain Loan Guarantee		569				184		:		38
Obligations under deferred giving arrangements		6,179 .	Í,	130		452		370		6.48
Postemployment Benefits		460,332	87,	552		17,853				530,03
Service Concession Arrangement	•	5,627	_	. •		938 -		938		3,75
Pledges Payable and Other Accrued Liabilities		5,436	,ا,	392		386		386	,	6,05
TOTAL	\$	485,033	\$ 90,0	074	\$	21,664	\$	1,694	\$.	551,74
Fiscal Year 2019		r i	¢ 3	•						
*	,			÷.		_	•	<u>Endi</u>	ng Bala	nce
Other Long Term Liabilities	Beginni	ng Balance	Increa	ses	De	creases	, Cı	ırrent	Non-	Curren
					s	57	s	-	\$	6,89
Federal Student Loan Capital Contribution	\$	6,947	*\$	-						5.6
	, , , s	6,947 7951	\$	• •		226		-		, , ,50
Federal Student Loan Capital Contribution Green Mountain Loan Guarantee Obligations under deferred giving arrangements		•		342		226 556		- 396		, 56 5,78
		795		342				396 -		
Green Mountain Loan Guarantee Obligations under deferred giving arrangements	.	795 ¹ 5,393		342		556		396 938		5,78 460,33
Green Mountain Loan Guarantee Obligations under deferred giving arrangements Postemployment Benefits	\$ • .	795* 5,393 492,575		342		556 32,243				5,78

(dollars in thousands)

F. Cash and Cash Equivalents and Operating Investments

The University's cash management policy provides parameters for investment of the University's pooled cash. The University classifies resources invested in money market funds and short-term investments with maturities at date of purchase of 90 days or less as cash equivalents. Operating funds invested in instruments with maturities beyond 90 days are classified as operating investments. The cash management policy establishes three pools for investment: short, intermediate and long term. Allowable investments in the short-term pool and intermediate term pool are restricted to U.S. Treasury and government agency securities, money markets, high quality corporate and asset-backed securities, and commercial and bank paper, whereas the intermediate term pool may have maturities up to six years. Investments shall be in marketable securities of the following types and with the noted credit ratings:

- Debt securities rated Aaa, Aa, A or Baa by Moody's Investor's Service, Inc. or AAA, AA. A or BBB by Standard & Poor's Corporation.
- Obligations of, or guaranteed by, the United States of America, its agencies or instrumentalities.
- 3. Obligations of, or guaranteed by, national or state banks or bank holding companies rated BB or better. No more than 20% of the funds held in the cash pool shall be invested in debt obligations of institutions within any single holding company.

- Asset-backed securities rated Aaa by Moody's Investor's Service, Inc. or AAA by Standard & Poor's Corporation.
 - Commercial paper rated A-1 or higher by Standard and Poor's or Prime-1 (P1) by Moody's Investor's Service, Inc.
 - 6. Bankers' acceptances or negotiable certificates of deposit issued by banks rated BB or better. No more than 20% of the funds held in the cash pool shall be invested in certificates of deposit, bankers' acceptances or floating rate notes of the institutions within any single holding company.
 - Repurchase agreements of banks having Fitch ratings no lower than BB secured by the U.S. government and federal agency obligations with market values of at least 100% of the amount of the repurchase agreement.
 - Commingled funds may be used if they are in compliance with the above guidelines.

Investment of the long-term pool shall be restricted to those that are allowable under the University's Statement of Objectives and Policies for the Endowment Fund and that meet the overall objective of achieving consistent long-term growth of the pool with limited exposure to risk.

Current and non-current cash and cash equivalents are comprised of the following:

Cash and Cash Equivalents	Jun	e 30, 2020	June	June 30, 2019			
Cash	\$	92,396	S	76,691			
Money Markets		100,937	•	99,695			
TOTAL	\$	193,333	\$	176,386			

Of total cash and cash equivalents above, \$6.281 in 2020 and \$13.265 in 2019 are included in noncurrent endowment cash and cash equivalents.

(dollars in thousands)

The balance of cash held in bank deposit accounts was \$192,714 at June 30, 2020 and \$176,386 at June 30, 2019. Of these bank balances, \$1,264 in 2020 and \$1,509 in 2019 were covered by the Federal Depository Insurance Corporation. The University had a third-party custodian agreement with Bank of New York Mellon, through People's United, of \$62,530. The University also has an irrevocable standby letter of credit up to \$150,000 at June 30, 2020 and \$127,000 at June 30, 2019 through the Federal Home Loan Bank of Pittsburgh as collateral for the University's

primary depository account. The University has not drawn on the letter of credit during the years ended June 30, 2020 and 2019.

Total operating investments were \$154,738 at June 30, 2020 and \$139,132 at June 30, 2019. Operating investments invested in the long-term pool were \$10,620 at June 30, 2020 and \$11,091 at June 30, 2019 (see note G). Short and intermediate term operating investments at June 30, 2020 and 2019 were primarily made through commingled funds with the following investment strategies:

				Credit Quality %		1,4
U 2020 Ame	Average Maturity/ VM Effective ount Duration	Govt/ Agency	AAA	AA A	ввв	Other
Fixed Income/Debt \$ 132 Multi Strategy Equity Fund 10	,833 2.7 yrs/ 2.5 yrs	21	10	24 40	5	
Other TOTAL \$ 144	856				1	
	Average Maturity/ VM Effective	Govt/	. AAA	Credit Quality %	ВВВ	Other
Fixed Income/Debt \$ 116 Multi Strategy Equity Fund 10 Other	2.5 yrs	. 28	4.	33 28	7	
TOTAL \$ 128	•					# **

G. Investments

Investments are reported in three categories in the Statements of Net Position. Investments reported as non-current assets include endowment, annuity, and life income funds. Investments for capital activities reported as current assets are replacement reserves designated for capital renovations. All other investments are reported as operating investments.

Deposits with trustees include \$7,462 in 2020 and \$9,022 in 2019 of assets held under deferred giving arrangements, \$1,187 in 2020 and \$1,123 in 2019 of investments in the waste disposal fund required by the EPA, and \$27,966 in 2020 and \$8 in 2019 of investments held by bond trustees.

Investment income is recorded as revenue when earned. Net investment income is reported as non-operating revenue and includes income net of investment fees and the change in the fair value of investments as well as losses on impaired investments. The calculation of realized gains (losses)

is independent of the calculation of the net increase in the fair value of marketable investments. Net investment income consists of:

Net Investment Income		FY20	FY19
Net interest, dividend, and other income	Ş	6,917	\$ 6,820
Realized gains		4,738	17,440
Unrealized gains		233	2,643
Investment management fees		(1,803)	(1,720)
TOTAL	. \$	\$10,085	\$ 25,183

(dollars in thousands)

The University records its purchases and sales of investments on a trade date basis.

The assets or liabilities level within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The determination of what constitutes observable requires judgement by the University's management. University management considers observable data to be that market data, which is readily available, regularly distributed or updated, reliable, and verifiable, not proprietary, and provided by multiple independent sources that are actively involved in the relevant market.

The categorization of an investment within the hierarchy is based upon the relative observability of the inputs to its fair value measurement and does not necessarily correspond to University management's perceived risk of that investment.

These valuations may produce a fair value that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the University believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Because of the inherent uncertainty of valuations, the estimated values as determined by the appropriate manager or general partners may differ significantly from the values that would have been used had a ready market for the investments existed, and the differences could be material.

Investments measured at fair value for the years ended June 30, 2020 and 2019 is summarized as follows:

Fiscal Year 2020						ر الاي الدور الاي	٠.		•		Total
				Level I		Level 2	E	evel 3		NAV	Investments
Investments:	'		· ·		155		4.4	* *			
Public Global Equity	•			\$ 276,325		\$	\$		\$	8,539	\$ 284,864
Marketable Alternatives						_		- ?		82,210	82,210
Private Investments				•	•	1	ï	4.		97,658	97,662
Public Real Assets			٠			7.				18,487	18,487
Fixed Income/Debt 1		- (47,655		153,678	(14		ł		201,333
Other				606	,	-		970		1 _	1,576
Cash and Cash Equivalents	1			6,281		<u> </u>		· <u> </u>			6,281
Total Investments.		_		\$ 330,867	٠	\$ 153,678	\$	974	. \$ 2	06,894	\$ 692,413
· ·			•	+	;	10 s	1	2			
Deposits With Trustees at Fa	ir Value:		۲,	•	1.7			• .			
Beneficial Interests in Trusts				\$		\$ y	\$	3,454	· s	s · · · · · ·	\$ 3,454
Public Global Equity			•	400	,		-	· · · · ·			400
Fixed Income/Debt				289		* 4,211	•			•	4,500
Cash and Cash Equivalents	,			28,261		4.1		•		•	28,261
Potal Deposits With Trustees				\$ 28,950		\$ 4,211;	\$	3,454	Ś		\$ 36,615
, ,		-1							F		•

(dollars in thousands)

Fiscal Year 2019				1				-	Tota
	Le	vel 1	Le	evel 2	Le	rel 3		NAV	Investment
Investments:									
Public Global Equity	\$ 22	7,085	\$	-	\$	-	\$	12,600	\$ 239,68:
Marketable Alternatives		•		•		-		81,742	81,743
Private Investments		-		-		333		91,301	91,63-
Public Real Assets	i, 1.	2,028				•		26,964	38,993
Fixed Income/Debt	7.	4,668	13	37.427		• •			212,09:
Other		412		· -		451		•	863
Cash and Cash Equivalents	13	3,265		•					13,26
Total Investments	\$ 32	7,458	\$ 13	7,427	\$	784	\$ 2	12,607	\$ 678,270
Deposits With Trustees at Fair Value:	1		•						
Beneficial Interests in Trusts	\$	-	\$		Ş +	1,765	\$	-	\$ 4,76
Public Global Equity		205		, -				-	20:
Fixed Income/Debt		229		4,363				-	4,59
Cash and Cash Equivalents		591		-				٠.	
Total Deposits With Trustees	<u> </u>	1,025	\$ '	4,363	\$ 4	,765	\$		\$ 10,15

Investment liquidity for the years ended June 30, 2020 and 2019 is summarized as follows:

Fiscal Year 2020						Semi-					Redemption	
		Daily	Monthly	Qu	arterly	Annual		Annual	Illiquid	Total	Notice Period	_
Investments:			•			'			•			
Public Global Equity	· · \$	247,257	\$~29,067	\$	8,540	\$.	\$	₹ 2	\$.	\$ 284,864	1-90 days	
Marketable Alternatives		10,429	8,728		37,813	11,524		13,694	22	82,210	1-90 days	
Private Investments		-	٠.		-	٠.		. •	97,662	97,662	Illiquid	
Public Real Assets		-						-	18,487	18,487	Miguid	
Fixed Income/Debt		184,191	17,142			-		•		201,333	1-30 days	
Other	•	606				-		-	970	1.576	Same day, Illiquid	
Cash and Cash Equivalents		6,281			-					6,281	Same day	
Total Investments	\$	448,764	\$ 54,937	\$	46,353	\$11,524	. \$	13,694.	\$ 117,141	\$ 692,413		

Fiscal Year 2019						Semi-					Redemption
		Daily	M	onthly	Quarterly	Annual	Annu	a l	Illiquid	Total	Notice Period
Investments:											
Public Global Equity		\$ 220,047	\$	7,038	\$ 12,600	\$	\$	- \$	٠ ،	\$ 239,685	1-30 days
Marketable Alternatives		10,774	:		37,663	14,367	18,93	35	3	81,742	1-90 days, Illiquid
Private Investments		٠.		-		• '		٠,	91,634	91,634	Illiquid
Public Real Assets		12,028			٠.	-		•	26,964	38,992	Same day, Illiquid
Fixed Income/Debt	1	195,089		17,006		•		-		212,095	1-30 days
Other .		412		-		-		•	451	863	Same day, Illiquid
Cash and Cash Equivalents		13,265			-				<u> </u>	13,265	Same day
Total Investments		\$ 451,615	\$ 2	24,044	\$ 50,263	\$ 14,367	5 18,93	5 \$	119,052	\$ 678,276	

(dollars in thousands)

The following is a description of the investment categories:

Public Global Equity – Investments are with managers who have a geographic focus, either the U.S., Developed ex U.S. Markets, or Emerging Markets. The program provides the portfolio exposure to common equities across the globe. The University has investments in commingled vehicles, mutual funds, and separate accounts.

Marketable Alternatives - This asset class includes hedge fund managers with the intention of reducing total portfolio volatility and providing diversification. The investments are in the following categories: multistrategy, distressed securities, global macro, open mandate, and long/short equity in global markets.

<u>Private Investments</u> - This asset class includes investments focusing on interests in private companies including buyout funds, secondary markets, and distressed debt as well as investments focusing on non-publicly traded interests in start-up entities.

<u>Public Real Assets</u> – This asset class includes investments focusing on publicly traded securities of natural resources affiliated companies and private real estate funds invested in various segments of the real estate market, including office, industrial, multi-family, and retail. The allocation also includes partnerships targeting natural resources. Many of the private real asset investments are made via lock-up funds and are thus illiquid.

<u>Fixed Income/Debt</u> – Investments consisting of U.S. Treasuries, corporate, and high yield bonds. The allocation is liquid and designed to protect the portfolio in deflationary periods.

Unaudited		_e Ju	ine 30, 2020
· · · · · · · · · · · · · · · · · · ·	.,`	Target %	Actual %
Public Global Equity		45.0	51.9
Marketable Alternatives		45.0	13.3
Private Investments	٠.	25.0	18.2
Public Real Assets	, `- · .	5.0	3.5
Fixed Income/Debt		10.0	12.0
Cash & Cash Equivalents		0.0	1.1
		, Jo	une 30, 2019
		Target %	Actual %
Public Global Equity 1		43.0	43.2
Marketable Alternatiyes 📑		13:0	13.2
Private Investments	-	25.0	16.9
		5.0	7.3
Public Real Assets		3.0	, ,,,
Public Real Assets Fixed Income/Debt		. 14.0	15.0

Other Investments - This asset class includes insurance policies where the University is named as the beneficiary.

H. Endowment and Other Long-Term Funds

The University's investment policies are governed and authorized by the University Board of Trustees. The Board of Trustees Investment Subcommittee has established a formal policy for investment of the endowment and other long term funds with an objective to provide a stable and consistent level of ongoing support for the University's programs through a reasoned spending policy that is also consistent with preserving and enhancing the real purchasing power of the fund over time. The primary long-term investment goal is to attain a real total return that exceeds the amount being distributed for spending and administration, currently set at 4.75%. Other important investment objectives are to achieve annualized returns in excess of the strategic policy portfolio blended benchmark, measured over a full market cycle; and to outperform the median return of a pool of endowment funds of similar size with broadly similar investment objectives and policies.

The endowment in aggregate (which comprises the consolidated endowment and other separately invested assets), long term capital and operating reserves, and UVM Foundation assets are invested in a balanced portfolio consisting of traditional equities (domestic and international) and fixed income/debt; marketable alternatives (hedge funds); private investments (venture capital and private equity); and a diversified portfolio of public real assets (real estate and commodities). The consolidated endowment's asset allocation target and actual percentages at June 30 are presented in the following tables:

Endowment and separately invested funds including \$10,620 and \$11,091 of operating investments and \$46,778 and \$44,420 of capital investments at June 30, 2020 and 2019, respectively, are composed of the following:

	June 30, 2020	June 30, 2019
Public Global Equity	\$ 284,864	\$ 239,685
Marketable Alternatives	71,781	70,966
Private Investments	97,658	91,626
Public Real Assets	18,487	38,992
Fixed Income/Debt	68,501	95,312
Other	- 723	389
Cash and Cash Equivalents	6,281	13,265
TOTAL	\$ 548,295	\$ 550,235

(dollars in thousands)

The fixed income/debt portfolio is composed of two passive and one active bond fund in 2020 and three passive and one active bond fund in 2019. The following shows the risk profiles at June 30, 2020 and 2019:

				·	Credit Quali	ity%		
		Average Duration	Govt/			;		•
2020	Amount	Yrs.	Agency	AAA	AA	A	• BBB	<bbb< th=""></bbb<>
Fixed Income/Debt	\$68,501	3.3	46	4	4	12	33	. 1
					Credit Quali	itv%		
		Average	*	•	•	•		
		Duration	Govt/					,
2019	Amount	Yrs.	Agency	AAA	AA	Α	ввв	<bbb< td=""></bbb<>
Fixed Income/Debt	\$95,301	3.6	49	, 3	4	12	31	1

The majority of endowment fund assets are pooled for investment purposes. Each individual fund subscribes to or disposes of units on the

basis of the value per unit at fair value at the beginning of the month within which the transaction takes place. Income is distributed on a per unit basis. Of the total units (each having a fair value of \$60.64), 4.825.0890 units were owned by endowment funds and 4.049.7457 units by quasi endowment funds at June 30, 2020 (\$63.32, 4.753.2684 and 3.757.1292 respectively, at June 30, 2019).

The University of Vermont Foundation (UVMF) participates in the UVM pooled endowment. The UVMF owned 1,619.0022 units with a market value of \$98,172 as of June 30, 2020 and 1,404.8586 units with a market value of \$88,960 as of June 30, 2019. The market value of UVMF's units is reported on the Statements of Net Position as investments as well as within uncarned revenue, deposits, and funds held for others to reflect the fact that these assets are not owned by the University.

The Uniform Prudent Management of Institutional Funds Act (UPMIFA) was passed by the State of Vermont effective May S, 2009. UPMIFA broadens and clarifies the latitude of institutions to manage overall endowment returns, without specifically isolating those particular endowments, because of timing of receipt of the gift and market conditions, are deemed underwater. Rather, the institution is expected to define an overall prudent

approach both to distribution of funds for spending and long-term preservation and growth of capital. The University will continue with its uniform endowment distribution practice, including distributions from endowments that are temporarily underwater in accordance with the statute. The Investment Subcommittee of the Board of Trustees reviews the income distribution rate annually.

The table below summarizes changes in relationships between cost and fair values of the pooled endowment:

,	Fair Value	Cost	Net Change
June 30, 2020	\$ 538,147	\$ 425,817	\$ 112,330
fune 30, 2019	538,906	419,585	119,321
Unrealized Net Loss			(6,991)
New Gifts and Transfers	•	•	17,086
Realized Net Gain		٠.,	3,611
Net Income			2,512
Withdrawn for Spending	1		(16,977)
Total Net Change			\$ (759)
•	Fair Value	Cost	Net Change
June 30, 2019	\$ 538,906	\$ 419,585	\$ 119,321
June 30, 2018	532,658	. 411,178	121,480
Unrealized Net Loss			(2,159)
New Gifts and Transfers			8,679
Realized Net Gain			15,964
Net Income		•	195
			(16,431)
Withdrawn for Spending			

(dollars in thousands)

I. Commitments

Major plant projects include commitments as follows:

Unaudited	Estimated Project	Project-to-Date Expenditures	Project-to-Date Expenditures		
Project	Cost	2020	2019		
Firestone Medical			7		
Research Building	\$ 49.000	\$ 3,842	\$ 2,323		
Multipurpose Center.	95,000	32,373	. 7,911		

The University has entered into operating leases for space, which expire at various dates through fiscal 2025. Outstanding commitments for these leases are expected to be paid in the following years ending June 30:

For the Fiscal Year		***		D2.1.	
Ending June	e 30			Kenta	l Payments Duc
2021					\$ 1,795
2022				1	1,418
2023	,		.20		-1,272
2024			1 .		1,174
2025					394
TOTAL			,		\$ 6,053

Operating lease expenses totaled \$4,310 and \$4,587 in 2020 and 2019, respectively.

The University is obligated under certain of its investments to make future capital contributions in the amount of \$74,781 as of June 30, 2020.

The University entered into agreements with the State of Vermont Department of Vermont Health Access in both 2020 and 2019, to make payments to support the Graduate Medical Education (GME) program. The GME program helps ensure access to quality and essential professional health services for Medicaid beneficiaries through the care provided by teaching physicians and teaching hospitals. The University uses general fund state appropriation dollars to fund the GME payments through an inter-governmental transfer to the State. GME payments totaling \$13,840 and \$13,865 were made in 2020 and 2019, respectively, and are recorded on the Statements of Revenues, Expenses, and Changes in Net Position under Intergovernmental transfers in the Non-operating revenues and expenses section. For 2021, based on the four-year agreement entered into on August 30, 2017, the University will make quarterly payments to the State of Vermont Department of Vermont Health Access totaling \$13,682.

The University is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters and business interruption. The University manages these risks through a combination of self-insurance and commercial insurance purchased in the name of the University.

The University's annual self-insured obligation for general liability is \$500 per occurrence and \$25 per occurrence for automobile liability. Its assumption of risk for property losses is \$250 per occurrence. Educator's

legal liability risks are subject to a \$300 per loss retention. Worker's compensation is subject to a \$650 per occurrence retention. None of these lines of coverage have an annual self-insured aggregate or stop-gap. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

The University is a member of a Vermont captive, Pinnacle Consortium of Higher Education. The captive covers two

insurance lines, general liability and automobile liability. All members are required to participate in the captive general liability program which provides \$2,000 excess limit and the group purchase liability program that provides a \$23,000 excess limit. The University has purchased an additional \$75,000 from the commercial liability insurance market to bring the total excess limit to \$100,000.

The University follows the policy of self-insuring risks up to certain limits. At year end, the University had open claims valued at \$2,593 in 2020 and \$5,155 in 2019; \$0 and \$1,963 of this is covered by excess insurance in 2020 and 2019, respectively. The University paid claims of \$1,894 in 2020 and \$1,914 in 2019. Reserves for property and casualty liabilities are included in accrued liabilities (including incurred but not reported) in the amount of \$17,317 at June 30, 2020 and \$10,283 at June 30, 2019.

In conducting its activities, the University from time to time is the subject of various claims and has claims against others. The ultimate resolution of such claims is not expected to have a material adverse or favorable effect on the financial position, operating performance or cash flows of the University.

Four groups of University employees are represented by collective bargaining units. The University participates in contract negotiations with these groups periodically.

The University receives significant financial assistance from federal and state agencies in the form of grants and contracts. Expenditures of funds under these programs require compliance with the grant agreements and are subject to audit. Any disallowed expenditures resulting from such audits become a liability of the University. In the opinion of management such adjustments, if any, are not expected to materially affect the financial condition, operating performance or cash flows of the University.

J. Service Concession Arrangements

On July 1, 2015, the University entered into an agreement (the "Agreement") with a third party under which the third party would operate the University's Food Services and collect revenues generated from resident and non-resident meal plans, as well as sales of food, beverages, goods, merchandise and services. The contract term is five years with an option to extend for an additional five years if mutually agreed. The third party will use University facilities to provide this service and will pay the University a guaranteed minimum annual commission; the present value of these guaranteed amounts is estimated to be \$6,002.

(dollars in thousands)

The third party will also pay UVM a percentage of net sales. The third party is required to operate the University's Food Service and facilities in accordance with the Agreement. The third party has also agreed to fund capital improvements to the University's premises, valued at \$4,690 in FY20. The University is reporting the facilities used to provide the food service as a capital asset at book value. The University is reporting a receivable, liability and deferred inflow of resources at year-end pursuant to the service concession arrangement in the amounts of \$6,002, (\$4,690), and (\$1,312), respectively. The deferred inflow will be recognized as revenue ratably over the term of the Agreement.

K. Retirement Plans

Faculty and staff at the University of Vermont may participate in the University's 403(b) defined contribution plan and a 457(b) deferred compensation plan provided the following criteria are met:

- faculty and staff must have a full-time equivalency of .75 or greater;
- staff must be employed three years before they qualify for University contributions to their retirement plan, or, to waive this waiting period, they must have a vested interest in the retirement plan of their previous nonprofit employer;
- non tenure-track faculty and faculty under the rank of assistant
 professor must wait two years to qualify for University contributions
 to their retirement plan, or, to waive this waiting period, they must
 have a vested interest in the retirement plan of their previous
 nonprofit employer;
- officers of administration or tenure track faculty at the level of assistant professor or above receive University contributions to their retirement plan immediately upon enrolling in the plan.

To obtain University contributions, faculty members and officers of administration must contribute 3% of their salary, and staff must contribute 2%. The University's contribution to the retirement fund of qualified faculty and staff is 10% of salary and this amount is immediately vested.

The University also offers a 457(b) deferred compensation plan. Faculty and staff can participate provided they are participating in the 403(b) plan. The University makes no contributions to this plan.

The University's 403(b) and 457(b) contributory retirement plans are administered by the Teachers Insurance Annuity Association of America (TIAA), the College Retirement Equities Fund (CREF), and Fidelity Investments.

Since both faculty and staff are immediately vested in all retirement contributions made on their behalf, the University has no control of, responsibility for, or ownership of retirement funds, except that employees may not withdraw employer funds contributed to either their 403(b) or 457(b) plan while employed at the University. Retirement funds may be transferred among the investment alternatives at the discretion of the employee.

Upon leaving the University, employees may remain in the UVM plan but may no longer make contributions, withdraw funds from their accounts, or transfer the funds to other investment alternatives subject to the limitations of 403(b) and/or 457(b) regulations and the contractual provisions of their investment alternative.

For the years ended June 30, 2020 and 2019, the University had total payroll expense of \$315,089 and \$305,694, respectively, of which \$229,564 in 2020 and \$215,013 in 2019 was covered by the University's 403(b) retirement plan. Total employee and employer contributions for 403(b) pension benefits for the year were \$19,191 and \$22,956, respectively, for 2020 and \$18,089 and \$21,501, respectively, for 2019. The University's contribution for 403(b) pension benefits is 10% of the covered payroll. Total employee contributions to the 457(b) retirement plan were \$5,578 in fiscal year 2020 and \$4,687 in fiscal year 2019.

L. Postemployment Benefits Other Than Pensions (OPEB)

The University accounts for its postemployment benefit plan in accordance with GASB Statement 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. GASB Statement 75 prescribes a methodology which requires the employer to recognize a total OPEB liability on the Statements of Net Position. Changes in the total OPEB liability will immediately be recognized as OPEB expense on the Statements of Revenues, Expenses, and Changes in Net Position or reported as deferred outflows or deferred inflows of resources depending on the nature of the changes.

1. Plan Description

The University's OPEB plan covers medical, (base) dental, life insurance, and tuition remission benefits provided to eligible University retirees and their dependents. The plan was established under the authority of and may be amended by the University. It is a single employer defined benefit OPEB plan administered by the University. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 75.

Plan provisions include two levels of eligibility based on whether the employee was at least 65 years of age at June 30, 2014:

1) Pre-65 retirees that met the retirement benefit eligibility criteria that were in place at the time of his or her hire date, and retired on or before June 30, 2014, will receive the post-retirement medical benefit and premium contributions will remain unchanged. For employees hired before January 1, 2012, if the employee met the retirement eligibility criteria that were in place at the time of his or her hire date, and did not retire on or before June 30, 2014, then he or she is eligible for the benefit but his or her share of the premium contribution will change based on the employee's salary at the date of retirement. If, by June 30, 2014, the employee has not met the eligibility criteria that were in place at the time of his or her hire date, then he or she will be eligible to enroll in the pre-65 post-retirement medical benefit plan, but will be responsible for 100% of the premium unless the employee has at least fifteen years of service in which case, at the age of 62, the employee will be eligible for the pre-retirement medical benefit and will pay 50% of the premium for

(dollars in thousands)

Non-United Academic employees, and 60% of the premium for United Academic employees. Employees hired on or after January 1, 2012 will be able to participate in the post-retirement medical plan, but they will be responsible for 100% of the premium.

2) Post-65 retirees that met the retirement benefit eligibility criteria that were in place at the time of his or her hire date, and retired on or before June 30, 2014, will receive the post-retirement medical benefit and premium contributions will remain unchanged. Employees hired before January 1, 2012 who do not retire by June 30, 2014 will be eligible for the post-65 benefit when they reach the age of 65 and have 15 years of service, but the premium will change based on the employee's salary at the date of retirement. Employees hired on or after January 1, 2012 will be able to participate in the post-retirement medical plan, but they will be responsible for 100% of the premium.

Employees who retired under the Voluntary Separation Plan of 1992 or before are not required to contribute to the plan, however, a surviving spouse receives two (2) years of medical and base dental coverage without charge, after which dental terminates (the surviving spouse would be eligible for 36 months of COBRA) and medical coverage is available at 50% of the cost of providing coverage. Retirees under the Voluntary Separation Plan of 2000 pay for their medical benefits based on the contribution system in effect prior to June 30, 2000 (based on 0.5% times 75% of the average final three years' base salary). Retirees hired after June 30, 1992 have the same salary band contribution percentages as active employees, which is based on 75% of their average final three years' base salary. Retirees hired after June 30, 1992 and before July 1, 1997 are required to contribute as above plus a percentage based on the sum of their age at retirement and their years of continuous full-time service. This surcharge is based on a scale that ranges from 65 to 75 and over. A retirement benefit structure was announced in December 2011, affecting employees retiring on or after June 30, 2015. Consideration is given to age and years of service, with employee participation in medical benefit coverage and the costs associated with that coverage.

At the valuation date of January 1, 2019, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries	
currently receiving benefits	1,769
Active employees	3,982
TOTAL	5,751

2. Total OPEB Liability

The University's total OPEB liability of \$530,031 in 2020 and \$460,332 in 2019 was determined by an actuarial valuation as of January 1, 2019 and January 1, 2017, and then projected forward to the measurement date of December 31, 2019 and December 31, 2018, respectively.

The total OPEB liability in the January 1, 2019 actuarial valuation was determined using the following actuarial assumptions and other inputs,

applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.20%
Salary Increases	3.00%
Discount Rate	2.74%
	•

The following percentages have been assumed for election of coverage by future eligible retirees:

Medical and Rx	95%
Dental	95%
Life Insurance	95%
•	20% for disabled retirees

Assumed health care cost trend rates vary by benefit type as follows:

Benefit	Indical Data	Illaimete Date	Year Ultimate Rate is Reached
Benent	initial Kate	Offinate Kate	Rate is Reached
VHP Pre-Medicare	6.5%	3.7%	2074
J Carve-Out Medicare	6.6%	3.7%	2074
MediComp III Medicare	6.6%	3.7%	2074
Dental	, 5.0%	3.7%	2074
Tuition Remission	2.3%	2.2%	2019

The discount rate was based on Bond Buyer GO 20-Bond Municipal Bond Index. The discount rate is as of the measurement date.

The mortality rates for 2020 were based on the Pri-2012 Retiree/Employee Mortality Table projected with Projection Scale MP-2019 for healthy participants, Pri-2012 Contingent Survivor Table with Scale MP-2019 for current surviving spouses, and Pri-2012 Disabled Mortality Table projected with Projection Scale MP-2019 for disabled participants. The mortality rates for 2019 were based on the Sex-distinct RP-2006 Base Healthy Annuitant / Employee Mortality Tables with projection Scale MP-2018 for healthy participants and Sex-distinct RP-2006 Base Disabled Mortality Tables with projection Scale MP-2018 for disabled participants.

The University's OPEB plan is not large enough to develop credible mortality table based exclusively on plan experience. Therefore, the University has relied on the previously mentioned published mortality table in which credible mortality experience was analyzed.

(dollars in thousands)

3. Changes in Total OPEB Liability

The following table represents changes in Total OPEB Liability for the year ended June 30, 2020 and 2019:

Total OPEB Liability	Fiscal Year 2020	Fiscal Year 2019			
Balance at the beginning of year	\$ 460,332	\$ 492,575			
Changes for the year:					
Service cost.	13,452	15,645			
Interest on total OPEB liability	19,063	17,175			
Effect of plan changes		: 4			
Effect of economic/demographic ga	ins or losses 9,862	1,395			
Effect of assumption changes or inp	uts 45,175	(48,429)			
. Benefit payments :	(17.853)	(18,029)			
Net changes	69,699	(32,243)			
Balance at end of the year	\$.530,031.	\$ 460,332			
		, -			

Changes of assumptions and other inputs reflect a change in the discount rate to 2.74% in FY20 from 4.10% in FY19.

The following tables present the total OPEB liability of the University, calculated using the discount rates of 2.74% in FY20 and 4.10% in FY19, as well as what the University's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

Fiscal Year 2020	1% 1	Decrease (1.74%)	Disco	unt Rate (2.74%)	1%	Increase (3.74%)	
Total OPEB liability	S	616,236	\$	530,031	\$	460,591	
	1% 1	Decrease	Disco	unt Rate	1%	Increase	
Fiscal Year 2019		(3.10%)		(4.10%)		(5:10%)	
Total OPEB liability	\$	532,203	\$	460,332	.\$	402,338	

The following tables present the FY20 and FY19 total OPEB liability for the University, calculated using the current healthcare cost trend rates as well as what the University's total OPEB liability would be if it were calculated using trend rates that are 1 percentage point lower or 1 percentage point higher than the current trend rates.

	1	Current	
Fiscal Year 2020	1% Decrease	Trend Rate	1% Increase
Total OPEB liability	\$ 451,159	\$ 530,031	\$ 629,873
•		Current	
Fiscal Year 2019	1% Decrease	Trend Rate	1% Increase
Total OPEB liability	\$ -390,911	\$ 460,332	\$ 547,983
		1	

4. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

OPEB expense for the fiscal year ended June 30, 2020 and 2019 is summarized as follows:

OPEB Expense.	FY20	FY19,
Service cost	\$ 13,452	\$ 15,645
Interest on total OPEB liability	19,063	17,175
Effect of plan changes	1.5	
Recognition of deferred outflows/inflows of resources		vi .
Recognition of economic/demographic gains or losses	2,353	485
Recognition of assumption changes or inputs	(1,961)	(10,517)
OPEB expense	\$ 32,907	\$ 22,788

Deferred outflows and inflows of resources as of June 30, 2020 and 2019 are summarized as follows:

Fiscal Year 2020	Deferred Inflows of Resources	Deferred Outflows of Resources
Difference between expected	Resources	Resources
and actual experience	· \$ -	\$ 9,106
Changes of assumptions	(25,851)	38,386
Contributions after		
measurement period	-	9,287
TOTAL	\$ (25,851)	\$ 56,779
Fiscal Year 2019	Deferred Inflows of Resources	Deferred Outflows of Resources
Difference between expected	•	
and actual experience	\$ -	\$ 1,597
Changes of assumptions •	(37,140) '	2,540
Contributions after	,	***
measurement period	-	8,998
TOTAL	\$ (37,140)	\$ 13,135

Deferred outflows of resources resulting from contributions after the measurement period totaling \$9.287 and \$8.998 will be recognized as a reduction of the total OPEB liability in the year ended June 30, 2021 and June 30, 2020, respectively. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expenses as follows:

2021,			\$ 392
2022			392
2023		}.	7,514.
2024			10,424
2025	, '		2,919
"Thereafter"	•	,	
Note that additional futu	re influes and outflows of	resources may it	npact

(dollars in thousands)

M. Operating Expenses by Function

Operating expenses by functional classification for the years ended June 30, 2020 and 2019 are summarized as follows:

•			Ye	areņ	ded June 30, 1	2020					
	Co	mpensation			Supplies	Scho	larships				
		And			And		And				
Function .		Benefits			Services	Fell	owships	Dep	reciation		Total
Instruction	\$.	154,999		'\$	19,222	\$		\$. •	\$	174,221
Research		65,011			34.893		•				99,90
Public service		47,772			14,270		-				62,043
Academic support		61,697			15,835		-		-		77,532
Student services		31,202			12,877		•		•		44,079
Institutional support		38,906	1		11,839		•		•		50,745
Operations and maintenance of plant		31,631	٠,		15,103		-				46,734
Scholarships and fellowships					•		27,329.				2 7 ,329
Auxiliary enterprises		32,938 -			47,315				٠.		80,253
Depreciation		•			-		-		33,691		33,691
TOTAL	\$	464,156		\$	354را 17	\$	27,329	. \$	33,691	S.	696,530
	•	•	Ye	aren	ided June 30,	2019			•		
,	Co	mpensation			Supplies	Scho	larships				
	•	And			And		And				
Function		Benefits			Services	Fell	owships	Dep	reciation		Total
Instruction	\$	159,826		\$	21,328	\$	•	\$	-	\$	181,154
Research		60,444			32,626		-		•		93,070
n 11:		10.177			16 011						64.176

	Con	pensation And		Supplies And	Scho	larships And				
Function		Benefits		Services	Fell	owships	Dep	reciation		Total
Instruction	\$	159,826	\$.	21,328	\$	•	\$	-	S	181,154
Research		60,444		32,626		-		•		93,070
Public service		. 48,167		16,011		•		-	,	64,178
Academic support		46,333		19,450		•				65,783
Student services		28,151		18,606		. •		•	٠	43,757
Institutional support		32,843		11,687	·			-		44,530
Operations and maintenance of plant		r 30,219		20,924		-		-		51,143
Scholarships and fellowships		•		-		20,747		-		20,747
Auxiliary enterprises		31,652		52,404		•		-		84,056
Depreciation		· •	:			•		32,902		32,902
TOTAL	\$	437,635	\$	190,036	\$	20,747	\$	32,902	\$	681,320

N. Pollution Remediation Obligations

The University is required to account for its pollution remediation activities in accordance with GASB Statement 49. Accounting and Financial Reporting for Pollution Remediation Obligations. GASB 49 requires the University to accrue estimated costs to conduct pollution remediation activities if certain obligating events have occurred. It also requires the University to expense pollution remediation costs which cannot be capitalized. The University incurred and expensed pollution remediation costs of \$348 and \$300 in fiscal 2020 and fiscal 2019, respectively.

Also, in fiscal 2020, the University commenced certain renovation projects that included the need for asbestos and lead paint removal. These projects are not expected to be completed until after fiscal 2020 and therefore fiscal 2020 supplies and services expense and current accrued liabilities include \$1,345 (\$1,388 in fiscal 2019) for the expected remediation portion of these projects. The accrual is based on management's estimate of expected outlays. There are no recoveries associated with these projects.

(dollars in thousands)

Required Supplements / Postemployments			•			
Schedule of Changes in	n the	University	's			
Total OPEB Liability a	nd Re	elated Ratio	os	,	,	
Total OPEB Liability	•	FY20	·	FY19		FY18
Service cost ! !	\$	13,452	. \$	15,645	. \$	14,434
Interest on total OPEB liability		19,063		17,175,		18,066
Changes of benefit terms		٠.				-
Effect of economic/demographic gains or (losses)		9,862	*	1,395		847
Effect of assumption changes of inputs		45,175	{	(48,429)		4,085
Benefit payments		(17,853)	-	(18,029)	1	(16,058)
Net change in total OPEB liability		69,699		(32,243)		21,374
Total OPEB liability, beginning	•.*	460,332	G ,	492,575	÷	471,201
Total OPEB liability, ending	\$	530,031	\$	460,332	\$	492,575
Covered-employee payroll	۶ \$	258,395	\$	241,981	S	241,981
Total OPEB liability as a % of covered-employee payroll		205.12%		190.23%		.203.56%

This schedule is presented to illustrate the requirement to show information for 10 years. However, recalculations of prior years are not required, and if prior years are not reported in accordance with the current GASB standards, they should not be reported.

Notes to Schedule:

Changes of assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

2020	2.74%
2019.	4.10%
2018	. 3.44%
	. 3



Board of Trustees

Ron E. Lumbra, Chair, Rye, NY (March 2022)

Cynthia Barnhart, Vice Chair, South Stafford, VT (March 2026)

Curt McCormack, Secretary, Burlington, VT (March 2021)

Briar L. Alpert, Charlotte, VT (March 2022)
David B. Aronoff, Newton, MA (March 2022)
John L. Bartholomew, Hartland, VT (March 2023)
Otto G. Berkes, Bedford Hill, NY (March 2024)
Robert P. Brennan, Jr., Pleasantville, NY (March 2024)
Kevin Christie, White River Junction, VT (March 2025)
Frank J. Cioffi, South Burlington, VT (March 2023)
John M. Dineen, Chestnut Hill, MA (March 2026)
Johannah L. Donovan, Burlington, VT (March 2023)
Carolyn K. Dwyer, Burlington, VT (March 2025)

Jodi H. Goldstein, Weston, MA (March 2024)
David J. Gringeri, West Haven, VT (March 2021)
Donald H. McCree, Rye, NY (March 2026)
Carol B. Ode, Burlington, VT (March 2025)
Ed Pagano, Washington, D.C. (March 2021)
Shapleigh Smith, Jr., Morrisville, VT (March 2023)
Berke Tinaz, Shelburne, VT (March 2022)
Tristan D. Toleno, Brattleboro, VT (March 2021)
Samuel R. Young, West Glover, VT (March 2025)

Suresh V. Garimella, President, ex officio Phil Scott, Governor, ex officio

Administration

Suresh V. Garimella	President
Patricia Prelock	Provost and Senior Vice President
Sharon Reich Paulsen	Vice President for Legal Affairs and General Counsel, and Chief of Staff to the President
Richard H. Cate	Vice President for Finance and Administration, and Treasurer
Vacant	Vice Provost for Enrollment Management
Gary L. Derr	Vice President for Executive Operations and Public Safety
Annie Stevens	Vice Provost for Student Affairs
	Vice President for Diversity, Equity and Inclusion
Kirk Dombrowski	Vice President for Research
F. Simeon Ananou	Chief Information Officer
Nicci Brown	Chief Communications Officer Dean, Graduate College
Cynthia J. Forehand	Dean, Graduate College
Nancy Mathews	Dean, The Rubenstein School of Environment and Natural Resources
Sanjay Sharma	Dean, The Grossman School of Business Dean, Robert Larner, M.D. College of Medicine Dean, College of Engineering and Mathematical Sciences
Richard L. Page	Dean, Robert Larner, M.D. College of Medicine
Linda Schadler	Dean, College of Engineering and Mathematical Sciences
Leslie Parise	Dean, College of Agriculture and Life Sciences
William Falls	Dean, College of Arts and Sciences
David A. Nestor:	Dean of Students
Scott Thomas	Interim Dean, College of Nursing and Health Sciences
Bryn Geffert	Dean of Students
Scott Thomas	Dean, University Libraries Dean, College of Education and Social Services Dean, Honors College Dean Continuing and Distance Education
David Jenemann	Dean, Honors College
Cynthia L. Belliveau	Dean, Continuing and Distance Education

mark.robinson@its.uym.edu

Objective

Seeking Biomedical Supervisor Opportunity at with a dynamic organization, utilizing my 17+ years of biomedical experience and professional skill.

Profile

A University of Vermont Biomedical Supervisor who works well under pressure, enjoys new challenges and is a team player who puts pride in his work. Confident, dependable with 25+ years in the medical field.

Skills Summary

- ICC Certified Biomedical Equipment Technician (CBET)
- Veteran with proven experience in leadership while under pressure and in challenging situations.
- Excellent customer service & technical support skills.
- Currently holds a Secret security clearance. Conducted 07 November 2011.
- Excellent communication skills both verbal and written with staff, management and vendors.
- Excellent administrative skills and proficient in HEMS and with all versions of Windows OS and Microsoft Office.
- Ability to multitask, prioritize, track projects and follow up on tasks.
- · Excellent interpersonal and organizational skills.
- Flexible, adaptable and able to work quickly, accurately and independently.
- Computer software / hardware installation and network administration.

Professional Experience

Biomedical Equipment Technician II

2018 - Present <u>University of Vermont, Instrumentation and Technical Services Department</u>

• Biomedical Equipment Supervisor managing 13 Hospitals and 11 BMET's.

2012 – 2018 University of Vermont, Instrumentation and Technical Services Department

- Anesthesia Specialist trained in 10 models of anesthesia unit made by Drager, Mindray and GE / Datex Ohmeda.
- Vermont Onsite technician providing coverage with work experience in 19+ hospitals and clinics in the Vermont, New Hampshire and New York area.

- Recipient of the Dan Fritz Service Excellence award
- Member of the Employee Engagement Team, Best Practices Team and the Procedures Development team.

Biomedical Equipment Technician Supervisor

2007 - 2012 Medical Logistics Company, Camp Lejeune, NC 28542

- Working Supervisor leading a team of 8 BMETS (combat and non-combat environments) in the scheduled maintenance and repair of over \$12M medical/dental equipment.
- Leading Petty Officer for the Medical Logistics Company during deployment to Operation Enduring Freedom Afghanistan July 2011- March 2012.
- Completed over 840 yearly scheduled and unscheduled preventive maintenance actions.
- Researched and managed vendor contracts.
- Chaired safety program and inspections including FDA medical device alerts / recalls.
- Equipment manager for the Defense Medical Logistics Standard Support program tracking all equipment maintenance and repairs.
- · Conducted user maintenance and operation training.

Biomedical Equipment Technician III

2004-2007 Naval Medical Center, Portsmouth, VA 23708

- Biomedical Satellite Shop Technician, maintaining 17 operating rooms and 3 Critical care areas.
- Perform scheduled maintenance and repair of medical / dental equipment for a 342 bed health care center.
- Experience with all levels of general medical equipment, including defibrillators, infusion pumps, external pacemakers, infant incubators / warmers, GE and Philips telemetry networks and monitoring equipment, ultrasound and diagnostic imaging equipment.
- Instruct and advise personnel in the care and safe, effective use of medical equipment.
- Responsible for vendor contract maintenance eliminating and reducing over \$500K of unnecessary contracts through cost feasibility analysis and trend / data comparison.

Education

Department of Defense Biomedical Equipment Engineering School

- 14 November 2003 -17 September 2004 Completed the 10-month, Biomedical Equipment Maintenance Technician Training Course, gaining official certification as a Biomedical Engineering technician.
- 12 July 2007 12 October 2007 Completed the 3-month Advanced Biomedical Equipment Maintenance Technician Bridge Training Course.

Certifications

- 10 June 2016 Mindray A5 Service training
- 13-17 April 2015 Hillrom Total care, Versacare Affinity 3 service training
- March, 2014 Artel Pipette Proficiency Training
- 13-19 September 2013 Drager Apollo, Fabius GS and Fabius Tiro Service training
- March 2013 GE / Datex Ohmeda Avance, Aestiva and Aespire service training.
- 15 September 2011 Marine Corps Systems Command service training for the Drager Tiro M Anesthesia Machine.
- 17 September 2010 Sonosite Ultrasound service training for models 180 and M turbo.
- 31 August 2006 ScrubEX Field Service Course for models 128 & 64 Automated Vending.
- 11 August 2006 Philips Medical Systems Intellivue training center (PIIC)
- 9 June 2006 A-Dec Field Taining for service and maintenance of A-Dec Dental Units
- 16 March 2006 Philips Medical Systems Network Concepts Training.
- 9 December 2005 Medtronic Lifepak 20, 12, 500 defibrillator / monitor service training.

ANDREW P. KOVAL

RELEVANT EXPERIENCE

11-1999 TO DATE

CBET, UNIVERSITY OF VERMONT TECHNICAL SERVICES PARTNERSHIP

Service and repair of a variety of medical devices, including :anesthesia machines, ventilators, infusion pumps, patient monitoring, and rehab devices.

4-1996 TO 10-1998

CLINICAL SERVICE SPECIALIST, GAMBRO TECHINICAL SERVICES

Performed OEM field service on Gambro dialysis machines, and service of R.O. water systems in the Boston, MA region

3-1992 - 4-1996

BMET CHAMPLAIN VALLEY PHYSICIANS HOSPITAL,

Service and repair of a variety of medical devices.

EDUCATION -

MAY 1991

AST (BIOMEDICAL EQUIPMENT TECHNOLOGY), JOHNSON TECHNICAL INSTITUTE, SCRANTON, PA

JUNE 1987

NORTH POCONO HIGH SCHOOL, MOSCOW, PA

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from	Amount Paid from
			this Contract	this Contract
Mark Robinson	Biomed. Equip Tech Sprvsr	\$68,165	1%	\$681.65
Andrew Koval	Biomedical Equip Technician	\$58,601.	1%	\$586.01



Jeffrey A. Meyers
Commissioner

Lori A. Shibinette Chief Executive Officer

STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

NEW HAMPSHIRE HOSPITAL

36 CLINTON STREET, CONCORD, NH 03301 603-271-5300 1-800-852-3345 Ext. 5300 Fax: 603-271-5395 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 7, 2019

His Excellency, Governor Christopher T. Sununu And the Honorable Council State House Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enterinto a retroactive agreement with the University of Vermont and State Agricultural College (Vendor #160344), 280 East Avenue, Suite 2, Burlington, VT 05401-3437, to provide inspections, testing, maintenance and repairs to the clinical equipment located at the New Hampshire Hospital in an amount not to exceed \$25,758, effective retroactive to July 1, 2019, upon Governor and Executive Council approval, through June 30, 2021. 70% General Funds, 30% Other Funds.

Funds to support this request are available in the following account for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-94-940010-84100000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH - FACILITY/PATIENT SUPPORT

State Fiscal Year	Class	Class Title Activity Code		Budget Amount	
2020	024-500225	Contract Repairs, Equipment	94050130	\$12,879	
2021	024-500225	Contract Repairs, Equipment	94050130	\$12,879	
-			Total:	\$25,758	

EXPLANATION

This request is **retroactive** because the procurement of services was not completed timely due to the high volume of procurements and contracts being processed by the Department at the end of State Fiscal Year 2019. Additionally, contract negotiations began with the Contractor in July and concluded in late October. This contract is critical, as it procures maintenance, inspections and repairs of all of medical equipment at New Hampshire Hospital. The previous contract, with the same vendor, expired on June 30, 2019. The University of Vermont and State Agricultural College is performing services without a contract currently. Annual inspections were due in August.

His Excellency, Governor Christopher T. Sununu And the Honorable Council Page 2 of 2

The purpose of this agreement is to provide inspections, testing, maintenance and repairs to the clinical equipment located at New Hampshire Hospital. These services provide for efficient usage and safety compliance of more than 308 pieces of clinical equipment in accordance with the Joint Commission Standards.

Approximately 168 patients at New Hampshire Hospital are impacted by this service.

New Hampshire Hospital operates approximately three hundred eight (308) 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 and licenses to perform the required maintenance and repairs.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this contract using the following performance measures:

- Performance Inspections and Testing ensures equipment operates at manufactures' standards.
- Preventative Maintenance ensures clinical equipment operates at manufacturers' standards.

The University of Vermont and State Agricultural College was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services website from May 2, 2019 through June 4, 2019. The Department received one (1) proposal. The proposal was reviewed and scored by a team of individuals with program-specific knowledge. The Score Summary is attached:

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, the parties have the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, New Hampshire Hospital equipment may not be maintained to ensure safe usage, which may increase the risk of injury to patients and staff, and litigation. In addition, New Hampshire Hospital may be at risk of losing accreditation with the Joint Commission.

Area Served: New Hampshire Hospital

Source of Funds: 70% General Funds and 30% Other Funds (Provider and Intra-Agency).

In the event that the Other Funds become no longer available, additional General Funds will be requested to support this contract.

Respectfully Submitted,

Jeffrey A. Meyers Commissioner



New Hampshire Department of Health and Human Services Office of Business Operations Contracts & Procurement Unit Summary Scoring Sheet

pections, Testing, Maintenance and Repairs of Inical Equipment at New Hampshire Hospital	RFP-2020-NHH-0	1-INSPE			
RFP Name	RFP Number				Reviewer Names
•				1.	Dan Rinden, Business Administrator III
Bidder Name	Pass/Fail	Maximum Points	Actual Points	2	Jennica Barrera, Director of Support Services
1. Technical Services Partnership		500	450	3	Ricky Chase, Daily Operations Supervisor
2. 0		500	0 .	4	
3. 0		500	0	5	
4. 0		500	0	6	

FORM NUMBER P-37 (version 5/8/15)

Subject: Inspections, Testing, Maintenance and Repairs of Clinical Equipment (RFP-2020-NHH-01-INSPEC-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTI	FICATION.							
1.1 State Agency Name NH Department of Health and Human Services			1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857					
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 Contract Number 802-656-3255	•	1.6 Account Number 05-95-94-940010-8410-024- 500225	1.7 Completion Date 1.8 Price Limitation 4- June 30, 2021 \$25,758					
	1.9 Contracting Officer for State Agency Nathan D. White, Director			1.10 State Agency Telephone Number 603-271-9631				
1.11 Contrac	1.11 Contractor Signature			1.12 Name and Title of Contractor Signatory RICHARD CATE VP FINANCE ! TREASURER				
On 11(0) proven to be to indicated in b 1513.1 Signa	he person whose lock 1.12. ture of Notary Pe	re the undersigned officer, person name is signed in block 1.11, and blic or Justice of the Peace	ally appeared the p	erson identified	in block 1.12, or satisfactorily his document in the capacity			
1.13.2 Name and Title of Notary or Justice of the Peace Claire Robinson-White, Assistant the VPT. UVM								
- Kan	gency Signature	otto Date: 1/7/19	LDTI Shi	binette	Agency Signatory -CEO NHH-			
By: Director, On:								
Ву:	Livor C	y General (Form, Substance and I	On:	cable) 8 19	·			
1.18 Approx	yal by the Govern	or and Executive Council (if app	licable) On:					

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made bereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months, after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

- 8.) Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule:
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State-may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. 9.3 Confidentiality of data shall be governed by N.H. RSA
- chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

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

14. INSURANCE.

notice and consent of the State.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

Contractor Initials

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

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the. manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 11/5/10

New Hampshire Department of Health and Human Services Inspections, Testing, Maintenance and Repairs of Clinical Equipment Exhibit A



Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall conduct inspections every six months on the clinical equipment, located at New Hampshire Hospital (NHH) identified in Exhibit A-1, NHH Equipment List.
 - 2.1.1. Incoming Inspections:
 - 2.1.1.1. Incoming Inspections must be performed on new clinical equipment prior to placing the equipment into service, which includes but is not limited to:
 - 2.1.1.1.1. Electrical safety inspection and performance tests to verify the equipment is operating within specifications as advertised; and
 - 2.1.1.1.2. Equipment is in compliance with applicable codes and standards established by the manufacturer.
 - 2.1.2. Electrical Safety Inspections:
 - 2.1.2.1. Electrical safety inspections shall be performed on electrically powered clinical equipment to ensure equipment is within the standards as set by Underwriters Laboratories (UL LLC).
 - 2.1.3. Universal Equipment Inspection Form:
 - 2.1.3.1. A preventative maintenance/inspection form shall be completed for devices that fail to meet the routine, scheduled inspection against safety, performance or quality assurance criteria. Devices that pass the scheduled inspection criteria are rendered acceptable and written test forms are not required. All incoming inspections, other additions to inventory and devices which have undergone corrective maintenance shall have a documented preventative maintenance/inspection form.
 - 2.1.3.2. Copies of all Equipment Inspection Forms shall be provided to the NHH Director of Support Services or his or her designee upon completion of each visit.

Contractor Initials _

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New Hampshire Department of Health and Human Services Inspections, Testing, Maintenance and Repairs of Clinical Equipment Exhibit A



2.1.4. Inspection Stickers:

- 2.1.4.1. Inspection stickers shall be placed on each piece of clinical equipment when tested specifying the date of the next service.
- 2.1.4.2. Equipment that fails inspection shall be tagged accordingly and removed from service.
- 2.2. The Contractor shall conduct performance testing and preventative maintenance to all the equipment identified in Exhibit A-1, NHH Equipment List, every six months unless otherwise agreed upon by NHH.

2.2.1. Performance tests:

2.2.1.1. Performance tests shall be performed on clinical equipment by biomedical equipment technicians in accordance with accepted engineering practices and the current code requirements of the National Fire Protection Association (Code 99 for Healthcare Facilities) and The Joint Commission Accreditation and Certification manuals.

2.2.2. Preventative maintenance:

- 2.2.2.1. Preventative maintenance shall be performed at the time of the performance test and shall include, but is not limited to:
 - 2.2.2.1.1. Routine battery replacement;
 - 2.2.2.1.2. Any needed updates; and
 - 2.2.2.1.3. Minor repairs and adjustments when parts are available.

2.2.3. Repair Services:

- 2.2.3.1. Minor and major repair costs shall be specified upon agreement between the Contractor and NHH. Performance testing and incoming inspections shall be performed on all repaired equipment prior to the equipment being placed back into service. Repair services are defined as follows:
 - 2.2.3.1.1. Minor Repair Services. Requires less than ½ hour of labor, and shall be performed as an integral part of this agreement.
 - 2.2.3.1.2. Major Repair Services: Requires ½ hour or more of labor, and will not be initiated until authorization is obtained from NHH staff.
 - 2.2.3.1.3. Parts shall be billed at time and materials basis in accordance with the Services Fees included in Exhibit B.
- 2.3. The Contractor shall ensure biomedical equipment technicians are available to arrive on site no later than two (2) hours after an emergency call is placed.

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New Hampshire Department of Health and Human Services Inspections, Testing, Maintenance and Repairs of Clinical Equipment Exhibit A



- 2.4. The Contractor shall provide loaner equipment to the Department when NHH clinical equipment requiring repair or service takes longer than twenty-four (24) hours. Contractor loaner equipment includes, but is not limited to:
 - 2.4.1. Tabletop sterilizers:
 - 2.4.2. Electrocardiographs; and
 - 2.4.3. Therapeutic ultrasounds.
- 2.5. The Contractor shall develop an Alternative Loaner Equipment Plan that includes alternative options for loaning required equipment to NHH for reasons including, but not limited to:
 - 2.5.1. Contractor loaner equipment not currently available; and
 - 2.5.2. Contractor does not carry the required equipment.
- 2.6. The Contractor shall develop and maintain an inventory control and reporting system utilizing its EQ2 HEMS enterprise system to monitor the inspections, testing, maintenance and repair of clinical equipment identified on Exhibit A-1, NHH Equipment List. Aggregate data inventoried shall include, but is not limited to:
 - 2.6.1. Equipment type;
 - 2.6.2. Manufacturer;
- - 2.6.4. Risk:
 - 2.6.5. Purchase date:
 - 2.6.6. Purchase cost; and
 - 2.6.7. Service contract if applicable.
- 2.7. The Contractor shall generate Preventative Maintenance (PM) Schedules every six (6) months in the month prior to when maintenance is scheduled to facilitate efficient use of personnel hours.

3. Staffing

- 3.1. The Contractor at the request of NHH staff shall ensure:
 - 3.1.1. Each employee performing work in patient care areas has documentation of a criminal background check on an annual basis which demonstrates no criminal offences.
 - 3.1.2. Each employee is available to complete a thirty (30) minute New Hampshire Hospital orientation that covers patient confidentiality and boundaries.

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New Hampshire Department of Health and Human Services Inspections, Testing, Maintenance and Repairs of Clinical Equipment Exhibit A



3.1.3. Contractor staff shall include but is not limited to, a minimum of four (4) Biomedical Equipment Technicians, of which two (2) shall be Certified Biomedical Equipment Technicians.

4. Reporting

- 4.1. The Contractor shall develop and submit Prevention Maintenance, Inspection Testing and Consultation Reports utilizing its EQ2 HEMS enterprise system; to the NHH Director of Support Services or his/her designee. Reports shall include, but are not limited to:
 - 4.1.1. Status Reports upon the completion of each on-site visit;
 - 4.1.2. Repairs Report as requested;
 - 4.1.3. Incoming Inspections Report at the close of each quarter;
 - 4.1.4. Preventative Maintenance Reports on a semi-annual basis in July and December;
 - 4.1.5. Work performed by the Department;
 - 4.1.6. Equipment history;
 - 4.1.7. Report of consultations monthly; and
 - 4.1.8. Annual Program Review and Assessment Report thirty (30) days after the close of each State Fiscal Year of the contract period.

5. Performance Measures

- 5.1. The Contractor shall meet the following Performance Indicators to measure the effectiveness of service delivery:
 - 5.1.1. Performance Inspection Testing ensures equipment operates to manufactures' standards.
 - 5.1.2. Preventative Maintenance Testing ensures clinical equipment operates to manufacturers' standards.

6. Deliverables

- 6.1. The Contractor shall submit an Alternative Loaner Equipment Plan that includes alternative options for loaning required equipment to NHH within thirty (30) days of the contract effective date.
- 6.2. The Contractor shall provide clinical equipment inventory updates to NHH staff when changes occur and on a quarterly basis at a minimum.
- 6.3. The Contractor shall provide copies of Equipment Inspection Forms to the NHH Director of Support Services or his or her designee upon completion of each visit.
- 6.4. The Contractor shall submit Preventative Maintenance (PM) Schedules every six (6) months in the month prior to when maintenance is scheduled to NHH staff.

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Report Description: This report displays the Equipment Inventory information.

èPHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	D)	. Risk
	02417529	02417529	MONITOR, SPO2	16-93651	Finger Pulse Oxmeter	MCKELOR TECHNOLOGIE S LTD	нн	NONE	NONE ,	10
	02417532	02417532	MONITOR,SPO2	16-93651	Finger Pulse Oxmeter	MCKELOR TECHNOLOGIE S LTD	инн .	NONE	NONE	10
	02417548	02417548	MONITOR, SPO2	16-93651	Finger Pulse Oxmeter	MCKELOR TECHNOLOGIE S LTD	нни	NONE	NONE	10
	02417549	02417549	MONITOR, SPO2	16-93651	Finger Pulse Oxmeter	MCKELOR TECHNOLOGIE S LTD	NHH .	NONE (NONE	10
	02424924	02424924	MONITOR,SPO2	16-93651	Finger Pulse Oxmeter	MCKELOR TECHNOLOGIE S LTD	нни -	NONE	NONE	10
	02424937	02424937	MONITOR,SPO2	16-93651	Finger Pulse Oxmeter	MCKELOR TECHNOLOGIE S LTD	инӊ	NONE	NONE	10
	02424938	02424938	MONITOR,SPO2	16-93651	Finger Pulse Oxmeter	MCKELOR TECHNOLOGIE S LTD	нн	NONE .	NONE	10
	02424939	02424939	MONITOR,SPO2	16-93651	Finger Pulse Oxmeter	MCKELOR TECHNOLOGIE S LTD	НН	NONE	NONE	10
	02424940	02424940	MONITOR,SPO2	16-93651	Finger Pulse Oxmeter	MCKELOR TECHNOLOGIE S LTD	. нни	NONE	NONE	10
	02424941	02424941	MONITOR,SPO2	16-93651	Finger Pulse Oxmeter	MCKELOR TECHNOLOGIE S LTD	NHH	NONE	NONE	10
					,					

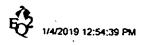
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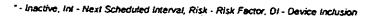
* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	104815		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	E148A	NONE	7
٠	104817		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	D148A	NONE	7
	104818		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH ·	G248A	NONE	7
	104819		OTO/OPTHALMOSCO PE .	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	нн	F148	NONE	7
	104820		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	инн	WAREHOUSE	NONE	7
	104821		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH ·	H248A	NONE	7
	105173	12210478	INFUSION PUMP	PLUM XL	PLUM XL	HOSPIRA INC	NHH	J257	NONE	12
	105174	12210460	INFUSION PUMP	PLUM XL	PLUM XL	HOSPIRA INC	NHH .	J257	NONE	12





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Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	105801	2115505000861	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH- LABS)	NHH	NERS .	NONE.	,11
	105938		OTO/OPTHALMOSCO PE	74710	74710	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)		. J257	NONE	7
	105972	15099-M157	ASPIRATOR	88-00-01	88-00-01	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	нн	WAREHOUSE	NONE	. 10
	12448	110500043059	NEBULIZER	23000°	S3000*	SCHUCO INC	NHH	NONE	NONE.	12
	12450	110500043207	NEBULIZER	S3000*	S3000°	SCHUCO INC	инн	NONE	NONE	12
	1610170E5C	1610170E5C	ALARM, PATIENT, LOC ATION	72100	Bed_Check Cordless	STANLEY HEALTHCARE SOLUTIONS	N HH	NONE	NONE	14
	201180	PL159671	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	мнн	NERS ,	NONE	10
-	201283	PL159415	ASPIRATOR	880020	880020 	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	H248A	NONE	10



* - Inactive, Int - Next Schedulad Interval, Risk - Risk Factor, DI - Device Inclusion

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еРНІ	Control #	Sorial #	EQ Type	Model #	Model	Manufacturer	Department	Location	D1	Risk
-	201284	PL159412	ASPIRATOR .	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	WAREHOUSE	NONE	10
	201285	PL159417	ASPIRATOR ·	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	F148	NONE	10
	201286	PL159419	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	D148A	NONE	10
	201287	PL159414	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	G UNIT	NONE '	10
	201288	PL159418	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	инн ′	WAREHOUSE	NONE /	10
	201289	PL159416	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	C148A	NONE .	10
$\overline{(e)}$	201290		MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	ЙНН	E143A	NONE	10



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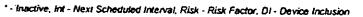
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Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	Di	Risk
(e))	201291	123803989	MONITOR,SPO2	2500 .	2500	NONIN MEDICAL INC	нни	WAREHOUSE	NONE	10
(Ē)	201292	123804013	MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	C/D UNITS	NONE	10
(d)	201293	1 2380 4021	MONITOR, SPO2	2500	2500	NONIN MEDICAL INC	NHH	G UNIT	NONE	10
(e))	201294	123803978	MONITOR, SPO2	2500	2500	NONIN MEDICAL INC	NHH	H UNIT	NONE	10
	201581 -	04G720603	CONCENTRATOR,OX YGEN	IRC5LX	IRC5LX	INVACARE CORP	нни	ISU	NONE .	13
	201721	10106412726	THERMOMETER,INF RARED	PRO3000	PRO3000	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH .	NERS	NONE	11
•	201725	04339039	THERMOMETER, ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS MEDIC AL RESEARCH LABS)	нни	TINU O	NONE	10
	201726	04339043	THERMOMETER, ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	нни	G UNIT	NONE	10
	201727	04339046	THERMOMETER, ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	G UNIT	NONE	10





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Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	201728	04339051	THERMOMETER, ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS MEDIC AL RESEARCH LABS)	NHH	WAREHOUSE	NONE	10
-	201731		THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	нн	IUNIT	NONE	10
	201732	04339065	THERMOMETER, ELE CTRONIC	692	692 	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH ' .	E UNIT	NONE	10
	201733	04339069	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	E UNIT	NONE	10
	201734	04339070	THERMOMETER,ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	нн	B125	NONE .	10
	. 201735	04339071	THERMOMETER, ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	WAREHOUSE	NONE	10
	201811	X041043473	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	E/F UNIT	NONE	16
	201812	x04l050170	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	C UNIT	NONE	16

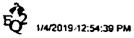


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Report Description: This report displays the Equipment Inventory information.

еРНІ	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
٠	201813	X04C030778	DEFIBRILLATOR AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	ИНН	MEDICAL	NONE	16
	201814	x04l050167	DEFIBRILLATOR, AUT OMATEO	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	H UNIT	NONE	16
•	201815	x04l050160	DEFIBRILLATOR, AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH	SECURITY	NONE	16 `
	201816	X04L050151	DEFIBRILLATOR,AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP INFUSION DYNAMICS)	NHH	PAC LOBBY K216	NONE	16
	201817	x04i043478	DEFIBRILLATOR, AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	нни	EUNIT	NONE	16
	201818	X04L050159	DEFIBRILLATOR AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	нни	J UNIT RM 257	NONE	16
	201819	X041043467	DEFIBRILLATOR, AUT OMATED	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS)	NHH ,	Safety Managers office	NONE	16
	202065	X05I068791	DEFIBRILLATOR, AUT OMATED ;	AED PLUS	AED PLUS	ZOLL MEDICAL CORP(ZMI CORP. INFUSION DYNAMICS)	NHH	M.E.T.	NONE ,	16
			•	•		•			_	



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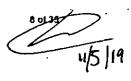
NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	202157		MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	J256	NONE	10
(e])	202158	129105325	MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	E/F UNIT	NONE	10
(e))	202159 .	5520282320071 5580	MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	нни	C143A	NONE	10
(e)	202160	129105584	MONITOR,SPO2	2500	2500	NONIN MEDICAL INC	NHH	G/H UNITS	NONE	10
	202161	E07606-0053	SCALE,ADULT	758C	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	N HH	F148A	NONE	10
	202243	06CSZ366397	CONCENTRATOR,OX YGEN	IRCSLX	IRC5LX	INVACARE CORP	NHH .	J257	NONE	13
•	202244	06DF026771	CONCENTRATOR,OX YGEN	IRC5LX	IRC5LX	INVACARE CORP	нн	J UNIT RM 257	NONE	13
	202248	200722141	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH .	J UNIT	NONE	10
	202250	E11806-0556	SCALE, ADULT	758C	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	G248A	NONE	10



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Report Description: This report displays the Equipment Inventory information.

ePKI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	202260	11105675829	THERMOMETER,ELE CTRONIC	04000-200	PRO 4000	WELCH ALLYN INC (TYCOS MEDIC AL RESEARCH LABS)	NHH	E UNIT	NONE	. 10
	202261	11105680183	THERMOMETER.ELE CTRONIC	04000-200	PRO 4000	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	.10
	202262	11105650726	THERMOMETER, ELE CTRONIC	-04000-200	PRO 4000	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	WAREHOUSE	NONE	10
	202263	11105672592	THERMOMETER, ELE CTRONIC	04000-200	PRO 4000	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH 、	CONFERENC E ROOMS K WING	NONE	10
	202291	E12606-0065	SCALE,ADULT	758C	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH .	J202	NONE	10
	202301	06177930	THERMOMETER, ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS MEDIC AL RESEARCH LABS)	инн	WAREHOUSE	NONE	10
	202318	06FF008475	CONCENTRATOR,OX YGEN	IRC5LX	'IRC5LX	INVACARE CORP	инн .	NONE	NONE .	13
	202319	E15706-0045	SCALE,ADULT	758C	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	E148A	NONE	10

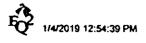


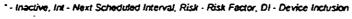
* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

oPKI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI .	Risk
	202320	E15706-0053	SCALE, ADULT	758C	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	C148A	NONE	10
	202321	E15206-0150	SCALE,ADULT	758C .	758C	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	нни	D148A	NONE	10
	202402	LP1005013	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	инн .	J224A	NONE	10
	202403	LP1005015	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH	F148A	NONE	10
	202404	LP1005010	ASPIRATOR	880020	880020	LAERDAL MEDICAL CORP (CARDIAC RESUSCITATO R CORP)	NHH ,	J229A	NONE	10
	202823	200715580	MONITOR, NIBP, SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	ИНН	WAREHOUSE	NONE	10
	202827	E21307-0249	SCALE,ADULT .	NO MODEL- DETECTO SCALE 01	NO MODEL- DETECTO SCALE 01	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	Storage Laundry Building	NONE	10



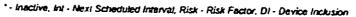


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Report Description: This report displays the Equipment Inventory information.

ePHJ	Control #	Serial #	EQ Typo	Model #	Model	Manufacturor	Department	· Location	DI	Risk
	202884	E31807-0151	SCALE,ADULT	750	DISPLAY FOR SCALE	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	нни	Storage Laundry Building	NONE	10
	202885	E30307-0044	SCALE,ADULT	7 50 .	DISPLAY FOR SCALE	DETECTO SCALE CO DIV CARDINAL SCALE MFG CO	NHH	H248A	NONE	10
•	202890	200722131	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH .	NER\$	NONE	10.
	202978	005160	FILTER SYSTEM	2065-03	Helmet	Maxair-Systems	NHH .	NONE	NONE	5
	203063	0202311	BED, ELECTRIC	Elete Riser Bed	Bed .	NOA MEDICAL	NHH _.	B UNIT	NONE	12
	203064	0202315	BED,ELECTRIC	Elete Riser Bed	Bed	NOA MEDICAL INDUSTRIES	инн	В UNIT	NONE	12
	203065	0202313	BEO,ELECTRIC .	Elete Riser Bed	Bed	NOA MEDICAL INDUSTRIES	NHH	B UNIT	NONE	12
	203066	0202314	BED, ELECTRIC, SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	1.1
	203157	005145	FILTER SYSTEM	2065-03	Helmet	Maxair-Systems	NHH	NONE	NONE	5
	203161	005142	FILTER SYSTEM	2065-03	Helmet	Maxair-Systems	икн	NONE	NONE	5

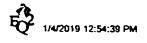




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Report Description: This report displays the Equipment Inventory information.

ePHI	Control#	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	203172	A195080	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	B125	NONE	11
	203175	A195993	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	NERS	NONE	
	203225	A215306	THERMOMETER, INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	CUNIT	NONE	11
	203227	A199507	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	нни	H UNIT	NONE	11
	203229	217313	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	N HH	EUNIT	NONE	11
	203230		THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	GAH UNITS	NONE	11,
	203231	·	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	инн	G UNIT	NONE	11
	203237	A217737	THERMOMETER INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	N HH	E/F UNIT	NONE	11



* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

HEMS Enterprise

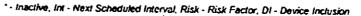
12 of 35

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Sedal#	EQ Type .	Model #	Model	Manufacturer	Department	Location	DI	Risk
	203275	A199507	STRETCHER, HYDRA ULIC	PowerFlexx+	PowerFlexx+	FERNO- WASHINGTON INC	NHH	JUNIT	NONE	8
	203280	0202314 203283	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT' 5700	CHG HOSPITAL BEDS	инн	NONE	NONE	11
	203304	C13040581	PUMP,ENTERAL FEEDING	KANGAROO PET	KANGAROO PET	COVIDIEN (TYCO HEALTHCARE GROUP LP)	NHH	G248A	NONE	10
	203305	C1363692	PUMP,ENTERAL FEEDING	KANGAROO PET	KANGAROO PET	COVIDIEN (TYCO HEALTHCARE, GROUP LP)	NHH	NONE	NONE	10
	203306	C13051586	PUMP ENTERAL FEEDING	KANGAROO PET	PET	COVIDIEN (TYCO HEALTHCARE GROUP LP)	инн .	NONE	NONE	10
	203307	C13050278	PUMP,ENTERAL FEEDING	KANGAROO PET	KANGAROO PET	COVIDIEN (TYCO HEALTHCARE GROUP LP)	нни .	J257	NONE	10
	203314	A345723	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	STOCK ROOM	NONE	11
	203315	A345724	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	инн	TINU L	NONE	11





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Report Description: This report displays the Equipment Inventory information.

оРНІ	Control#	Serial #	EQ Type	Model #	Model	Manufacturer'	Department	Location	Dt	Risk
	203316	A345720	THERMOMETER,INF RARED	TAT-5000 .	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	N HH	J UNIT	NONE	11
	21154020004 63	2115402000463	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL'RESEARCH LABS)		NERS ,	NONE	11
	21155050007- 54	2115505000754	THERMOMETER, INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)		NERS	NONE	11
	21155050007 84	2115505000784	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	•	NERS	NONE	11 -
	21155050007 89	2115505000789	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)		NERS	NONE	11
	21155050007 91	2115505000791	THERMOMETER, INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS MEDIC AL RESEARCH LABS)		NERS .	NONE	. 11
•	21155050007 94	2115505000794	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	;	NERS	NONE	11
	21155050007 97	2115505000797	THERMOMETER INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	;	NERS	NONE	11



*- Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

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Report Description: This report displays the Equipment Inventory information.

еРНІ	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	21155050007 98		RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	инн	NERS,	NONE	11
	21155050008 01	2115505000801	THERMOMETER,INF RAREO	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH .	NERS	NONE	11
	02	•	RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NНН	NERS	NONE	11
			RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	ИНН	NERS	NONE	11
	21155050008 04	2115505000804	THERMOMETER INF RAREO	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH .	NERS	NONE	11
	21155050008 06	2115505000806	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	инн	NERS	NONE .	41
	21155050008 89	211550500889	THERMOMETER INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	инн -	NERS .	NONE	
	21155050008 99	2115505000899	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NER\$	NONE	11



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Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	21155050009 08	2115505000908	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	нни	NERS	NONE	11
٠.	21155050009 13	2115505000913	THERMOMETER, INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH		NONE	11
	21155050009 15	2115505000915	THERMOMETER, INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	. 11
	21155050009 17	2115505000917	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS MEDIC AL RESEARCH LABS)		Professional Development	NONE	11
	21155050009 21	2115505000921	THERMOMETER, INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)		NERS	NONE	11
	21155050009 23	2115505000923	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)		NERŚ	NÖNE	11
	21155050009 24	2115505000924	THERMOMETER INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)		NERS .	NONE	11
	21155050009 44	2115505000944	THERMOMETER,INF RARED	105801	TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)		NERS	NONE	11



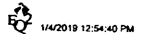
* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion



NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

		•									
өРН∣	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	D1	Risk	
	-		THERMOMETER,INF RARED		TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NERS	NONE	11	
	30		THERMOMETER,INF RARED		TOUCH FREE	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)		NERS	NONE	11	
-	301336	301336	STRETCHER, HYDRA ULIC	PowerFlexx+	PowerFlexx+	FERNO- WASHINGTON INC	NHH	G UNIT `	NONE	8	
	301343	301343	STRETCHER HYDRA ULIC	PowerFlexx+	PowerFlexx+	FERNO- WASHINGTON INC	NHH	D UNIT	NONE	8	
	301588	301588	STRETCHER, HYDRA ULIC .	PowerFlexx+	PowerFlexx+	FERNO- WASHINGTON INC	, NНН	E/F UNIT	NONE	8 、	
	301600	PG700018	LIFT,PATIENT	FGA-700	-FGA-700	PRISM MEDICAL (WAVERLY GLEN)	инн	- TINU L	NONE	10	
	303221	040079	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	нни	NONE	NONE	11	
	304710	051041	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	инн	NONE .	NONE	11 .	
	304736	051050	BED.ELECTRIC;SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	нни	NONE	NONE	11	
	305219	1000007683	BED ELECTRIC	BARI10A5AL	BARIATRIC BED	JOERNS	N HH	NONE	NONE	12	



*- Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

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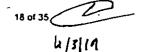
Report Description: This report displays the Equipment Inventory information.

Control #	Serial #	EQ Type .	Model #	Model	Manufacturer	Department [*]	Location	DI	Risk
305220	040078	BED.ELECTRIC SCAL E	SPIRIT SELECT	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH .	NONE	NONE	11
305222	040077	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700 .	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH .	NONE .	NONE	11 、
305247	001435- M17100290001	DOPPLER FLOW PATTERNS	SONOTRAX -	VASCULAR DOPPLER	EDAN INSTRUMENTS, INC	N HH	E/F UNIT	NONE .	9
305248	WLS314MS062 9	STIMULATOR, THERA PEUTIC	GF3	GF3	GRAHAM-FIELD	NHH	NONE .	NONE	12
305281	A633735	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	ИНН	J UNIT	NONE .	11
305312	A634089	THERMOMETER INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
305313	A632183	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	N HH	TINU L	NONE .	11
305314	A634122	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	ТІМЏ С	NONE	11
305315	A633306	THERMOMETER,INF RARED	TAT-5000	TAT-5000 ·	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH .	TINU L	NONE .	11
	305222 305227 305247 305248 305281 305312 305313	305220 040078 305222 040077 305247 001435- M17100290001 305248 WLS314MS062 9 305281 A633735 305312 A634089 305313 A632183	305220 040078 BED.ELECTRIC.SCAL E 305222 040077 BED.ELECTRIC.SCAL E 305247 001435-M17100290001 DOPPLER FLOW PATTERNS 305248 WLS314MS062 STIMULATOR.THERA PEUTIC 305281 A633735 THERMOMETER.INF RARED 305312 A634089 THERMOMETER.INF RARED 305313 A632183 THERMOMETER.INF RARED 305314 A634122 THERMOMETER.INF RARED 305315 A633306 THERMOMETER.INF	305220 040078 BED.ELECTRIC.SCAL 5700 SPIRIT SELECT 5700 305222 040077 BED.ELECTRIC.SCAL 5700 . SPIRIT SELECT 5700 . 305247 001435- M17100290001 DOPPLER FLOW PATTERNS SONOTRAX 305248 WLS314MS062 STIMULATOR.THERA GF3 PEUTIC GF3 PEUTIC 305281 A633735 THERMOMETER.INF TAT-5000 RARED 305312 A634089 THERMOMETER.INF TAT-5000 RARED 305313 A632183 THERMOMETER.INF TAT-5000 RARED 305314 A634122 THERMOMETER.INF TAT-5000 RARED 305315 A633306 THERMOMETER.INF TAT-5000	305220 040078 BED.ELECTRIC, SCAL SPIRIT SELECT 5700 SPIRIT SELECT 5700 305222 040077 BED.ELECTRIC, SCAL SPIRIT SELECT 5700 SPIRIT SELECT 5700 305247 001435- M17100290001 DOPPLER FLOW PATTERNS SONOTRAX DOPPLER 305248 WLS314MS062 PATTERNS STIMULATOR, THERA GF3 PEUTIC GF3 305281 A633735 THERMOMETER, INF TAT-5000 TAT-5000 305312 A634089 THERMOMETER, INF TAT-5000 TAT-5000 305313 A632183 THERMOMETER, INF TAT-5000 TAT-5000 305314 A634122 THERMOMETER, INF TAT-5000 TAT-5000 305315 A633306 THERMOMETER, INF TAT-5000 TAT-5000	305220 040078 BED.ELECTRIC, SCAL SPIRIT SELECT 5700 SPIRIT SELECT 5700 CHG HOSPITAL 5700 305222 040077 BED.ELECTRIC, SCAL 5700 SPIRIT SELECT 5700 CHG HOSPITAL 5700 305247 001435- M17100290001 DOPPLER FLOW PATTERNS SONOTRAX DOPPLER VASCULAR DOPPLER EDAN INSTRUMENTS, INC 305248 WLS314MS062 STIMULATOR, THERA GF3 GF3 GRAHAM-FIELD INC 305281 A633735 THERMOMETER, INF TAT-5000 TAT-5000 EXERGEN CORP(OMEGA MEDICAL CORP) 305312 A634089 THERMOMETER, INF TAT-5000 TAT-5000 EXERGEN CORP(OMEGA MEDICAL CORP) 305313 A632183 THERMOMETER, INF TAT-5000 TAT-5000 EXERGEN CORP(OMEGA MEDICAL CORP) 305314 A634122 THERMOMETER, INF TAT-5000 TAT-5000 EXERGEN CORP(OMEGA MEDICAL CORP) 305315 A633306 THERMOMETER, INF RARED TAT-5000 TAT-5000 EXERGEN CORP(OMEGA MEDICAL CORP) 305315 A633306 THERMOMETER, INF RARED TAT-5000 TAT-5000 EXERGEN CORP(OMEGA MEDICAL CORP)	305220 040078 BED.ELECTRIC.SCAL SPIRIT SELECT 5700 SPIRIT SELECT 5700 SPIRIT SELECT CHG HOSPITAL NHH BEDS 305222 040077 BED.ELECTRIC.SCAL SPIRIT SELECT 5700 SPIRIT SELECT 5700 CHG HOSPITAL NHH BEDS 305247 001435- M17100290001 DOPPLER FLOW PAITERNS SONOTRAX DOPPLER VASCULAR DOPPLER EDAN INSTRUMENTS. INC 305248 WLS314MS062 STIMULATOR.THERA GF3 PEUTIC GF3 GRAHAM-FIELD NHH INC 305281 A633735 THERMOMETER.INF TAT-5000 TAT-5000 TAT-5000 EXERGEN CORP) NHH CORPIOMEGA MEDICAL CORP) 305312 A634089 THERMOMETER.INF TAT-5000 TAT-5000 TAT-5000 EXERGEN CORP) EXERGEN CORP) 305313 A632183 THERMOMETER.INF TAT-5000 TAT-5000 EXERGEN CORP) EXERGEN CORP) 305314 A634122 THERMOMETER.INF TAT-5000 TAT-5000 EXERGEN CORP) EXERGEN CORP) 305315 A633306 THERMOMETER.INF TAT-5000 TAT-5000 CORP) EXERGEN CORP)	305220 040078 BED.ELECTRIC.SCAL SPIRIT SELECT STOO STOO STOO STOO STOO STOO STOO ST	305220 040078 BED.ELECTRIC, SCAL SPIRIT SELECT SPIRIT SELECT CHG HOSPITAL NHH NONE NONE



* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

HBMS Enterprise



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Report Description: This report displays the Equipment Inventory information.

•РНІ	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI,	Risk
	305317	10000043043	BED,ELECTRIC	BARI10A5AL	BARIATRIC BED	JOERNS	NHH	NONE	NONE	12
	305330		SHAVER,ELECTRIC	9681	•	3M(ARIZANT HEALTHCARE, INC.,)	инн	NÓNE	NONE	8
•	305331		SHAVER, ELECTRIC	9681	•	3M(ARIZANT HEALTHCARE, INC.,)	NHH .	NONE	NONE	8
	305332		SHAVER,ELECTRIC	9681	•	3M(ARIZANT HEALTHCARE, INC)	NHH	NONE	NONE	. 8
	305333		SHAVER ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305334		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NНН	NONE	NONE .	8
	305335		SHAVER, ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305336		SHAVER, ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	инн	NONE	NONE	8
·	305337		SHAVER, ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305338		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC)	нн	NONE	NONE	8



* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

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| 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1 & | 1

Exhibit A-1 NHH Equipment List

Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305339		SHAVER, ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305340		SHAVER, ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305341		SHAVER, ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	N HH	NONE	NONE	8
	305342	•	SHAVER, ELECTRIC	9681	. •	3M(ARIZANT HEALTHCARE, INC.,)	NHH .	NONE	NONE	8
	305343		SHAVER ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC)	нни	NONE	NONE	8
	305344		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	инн	NONE	NONE	8
-	305345		SHAVER,ELECTRIC	9681	•	3M(ARIZANT HEALTHCARE, INC.,)	нни	NONE .	NONE	8
•	305346	·	SHAVER, ELECTRIC	9681	·	3M(ARIZANT HEALTHCARE, INC.,)	инн	NONE	NONE	8
	305347		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305348		SHAVER ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	нни .	NONE	NONE	8



* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

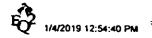
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Report Description: This report displays the Equipment Inventory information.

еРНІ	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305349	•	SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305350		SHAVER,ELECTRIC	9681	·	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE .	8
	305351		SHAVER,ELECTRIC	9681		3M(ARIZANT HEALTHCARE, INC.,)	инн	NONE	NONE	8
	305352		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	нн	NONE	NONE	8
	305354		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	инн	NONE	NONE	8
	305355		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	нни	NONE	NONE	. 8
	305356		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	нни	NONE	NONE	8
	305357		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	ИНН	NONE	NONE	8
	305358		BATTERÝ CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	нни	NONE	NONE	8
	305359		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT: HEALTHCARE, INC.,)	NHH .	NONE	NONE	8



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Report Description: This report displays the Equipment Inventory information.

еРНІ	Control #	Serial #	EQ Type .	Model #	Model	.Manufacturer	Department	Location	DI	Risk
	305360		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	нн	NONE	NONE	8
	305361		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	инн	NONE	NONE	8
	305362	. •	BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	нн	NONE	NONE	8
	305363		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305364		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	нн	· NONE	NONE	8
	305365	•	BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	нн	NONE	NONE	8
	305366	-	BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	нни	NONE	NONE	. 8
	305367		BATTERY CHARGER	9682	- 3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	инн	NONE .	NONE	8
	305368		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305369		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	инн	NONE	NONE	8



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Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk -
	305370		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	нн	NONE	NONE	8
	305371		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH .	NONE	NONE	8
	305372		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	инн	NONE	NONE	. 8
	305373		BATTERY CHARGER	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	305377	045734	BED, ELECTRIC, SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305378	C860035844	COMPRESSION UNIT	HEMO FORCE	Serial Compression Device	MEDLINE INDUSTRIES INC	NHH	NONE	NONE	10
	305379	C860035749	COMPŘESSION UNIT	HEMO FORCE	Serial Compression Device	MEDLINE INDUSTRIES INC	инн	NONE .	NONE	. 10
(1)	305384	B4500134	SCANNER, ULTRASO UND, 8LADDER	BVI 9400	BLADDER PHANTOM	VERATHON INC (SATURN BIOMED,DIAGN OSTIC ULTRASOUND)	ннн	NONE	NONE	10
	305394	0098392	CONCENTRATOR,OX YGEN	Simply Go	Simply Go	PHILIPS MEDICAL SYSTEMS (AGILENT, HEW LETT PACKARD)	,	NONE	NONE	13



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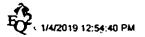
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Report Description: This report displays the Equipment Inventory information.

ePH1	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	305395	0098242	CONCENTRATOR,OX YGEN	Simply Go	Simply Go	PHILIPS MEDICAL SYSTEMS (AGILENT, HEW LETT PACKARD)	NНН	NONE	NONE	
	305401	046510	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NНН	NONE .	NONE	11
•	305402	046508	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305403	046511	BED,ELECTRIC,SCAL	SPIRIT SELECT 5700	SPIRIT SELECT. 5700	CHG HOSPITAL BEDS	N HH	NONE	NONE	11
	305404	046509 .	BED,ELECTRIC,SCAL	SPIRIT SELECT	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	нни	NONE	NONE	11
	305405	2132755-000	WARMER,BLANKET,I NFUSION	P-2055	P-2055	PEDIGO PRODUCTS INC	NHH	NONE	NONE	8
	305706	051037	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	ИНН	NONE	NONE	11
	305708	051040	BED.ELECTRIC.SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH -	MONE	NONE	11
	305712	051048	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE -	11
	305714	051052	BED, ELECTRIC, SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEOS	NHH	NONE	NONE	,11
	305716	051027	BED, ELECTRIC, SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH .	NONE	NONE	11



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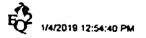
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Report Description: This report displays the Equipment Inventory information.

- ePHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI I	Risk
	305718	051049	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	нни	NONE	NONE	11
	305720	051046	BED, ELECTRIC, SÇAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	инн	NONE	NONE	11
	305722	051045	BED, ELECTRIC, SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	ИНН .	NONE	NONE	11
	305724	051407	BED ELECTRIC SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE .	NONE	11
	305726	051043	BED,ELECTRIC,SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG'HOSPITAL BEDS	нн	NONE	NONE	11
	305728	051042	BED,ELECTRIC,SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE .	11
	305730	051038	BED,ELECTRIC,SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	инн`	NONE	NONE	11
•	305732	051051	BED,ELECTRIC,SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NНН	NONE	NONE	11
	305734	- 051054	BED,ELECTRIC,SCAL	SPIRIT SÉLECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH .	NONE	NONE	• 11
	305738	051055	BED.ELECTRIC,SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305740	051044	BED,ELECTRIC,SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11



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Report Description: This report displays the Equipment Inventory information.

ePH!	Control #	Sorial #	EQ Type	Model #	Model	Manufacturer	Department	Location	Di	Risk
	305742	051034	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE .	11
	305744	051035	BED, ELECTRIC, SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	инн	NONE ·	NONE .	11
	305746	051036	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT	CHG.HOSPITAL BEDS	NHH.	NONE	NONE	11
	305748	051033	BED, ELECTRIC, SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	инн -	NONE	NONE	11
	305750 -	051029	BED,ELECTRIC,SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305752	051053	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	13
	305754	051032	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEOS	NHH	NONE	NONE	11
	305756	051031	BED,ELECTRIC,SCAL E	SPIRIT SELECT 5700 -	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	NHH	NONE	NONE	11
	305758	051028	BEO.ELECTRIC.SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	. NHH	NONE	NONE	
	305760	051039	BED ELECTRIC, SCAL	SPIRIT SELECT	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	. NHH	NONE	NONE	. 11
-	305762	051030	BED,ELECTRIC,SCAL	SPIRIT SELECT 5700	SPIRIT SELECT 5700	CHG HOSPITAL BEDS	HH '	NONE	NONE	11



*- Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

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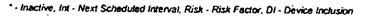


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Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Sorial #	EQ Type	Model #	Model	Manufacturer	Department	Location	Ol	Risk
(1)	305967	B4501145	SCANNER, ULTRASO UND, BLADDER	BVI 9400	BLADDER PHANTOM	VERATHON INC (SATURN BIOMED DIAGN OSTIC ULTRASOUND)	NHH	NONE	NONE	10
•	306353	-	BATTERY CHARGER -	9682	3M Shaver Charger	3M(ARIZANT HEALTHCARE, INC.,)	NHH	NONE	NONE	8
	344542	344542	CONCENTRATOR OX YGEN	IRC10LX02	PLATINUM 10	INVACARE CORP	инн	NONE	NONE	13
	66751	9902 15379	BED,ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	нн	NONE	NONE	12
	66752	9902 15187	BED.ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	нни	NONE .	NONE	12
	66754	9902 15361	BED,ELECTRIC	SECURE 3000	SECURE 3000	=	NHH -	NONE	NONE	12
	66756	9902 15057	BED,ELECTRIC	SECURE 3000	SECURE 3000	· ·	NHH	NONE	NONE	12
-	66758	9902 15193	BED,ELECTRIC	SECURE 3000	SECURE 3000 .	·	нн	NONE	NONE	12





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Report Description: This report displays the Equipment Inventory information.

e PKI	Control#	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	667.59	9902 15903	BED ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	NHH	Room 205	NONE	12
	66760	9902 15391	BEO.ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	NHH	NONE .	NONE	, 12 ·
	66761	9902 15186	BED.ELECTRIC	SECURE 3000	SECURE 3000	STRYKER MEDICAL(ADEL MEDICAL LTD SUB STRYKER CORP)	нн	NONE	NONE .	. 12
	66786	PG700214	LIFT,PATIENT	FGA-700	FGA-700	PRISM MEDICAL (WAVERLY GLEN)	ИНН	Storage Laundry Building	NONE	10
	70927	200715465	MONITOR, NIBP, SPO2 TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	-	WAREHOUSE	NONE	10
	70933	200722709	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	ŠPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)		O UNIT	NONE	10
	70934	200715619	MONITOR,NIBP,SPO2 ,TEMP	SPÓT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)		D UNIT	NONE	10
	70935	200722124	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL . SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	;	E UNIT	NONE	10



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Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Model '	Manufacturer	Department	Location	DI	Risk
475	70936	200722138	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS MEDIC AL RESEARCH LABS)	ннн	J203	NONE -	10
<u>(i)</u>	70937		SCANNER,ULTRASO UND,BLADDER	BV1 9400	BLADDER PHANTOM	VERATHON INC (SATURN BIOMED DIAGN OSTIC ULTRASOUND)	нн	F148A	NONE	10
	70939	120200035032	NEBULIZER	\$3000°	\$3000°	SCHUCO INC	NHH .	NONE	NONE	12
	70940	12060004563	NEBULIZER	S3000°	S3000*	SCHUCO INC	инн	G248A	NONE	12
	70941	030200030596	NEBULIZER	\$3000°	S3000*	SCHUCO INC	нни .	H248A	NONE	12
	70942	201312832	MONITOR, NIBP, SPO2 , TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC, AL RESEARCH LABS)	нни	NONE	NONE	10
	70943	060500042679	NEBULIZER	S3000°	S3000*	SCHUCO INC	инн	J233	NONE	12
	70944	201312835	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH .	J UNIT	NONE	10
	70945	201312837	MONITOR, NIBP, SPO2 , TEMP	SPOT VITAL. SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	инн	J UNIT	NONE .	10



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Report Description: This report displays the Equipment Inventory information.

Control #	Sorial #	EQ Type	Model #	Model	Manufacturer	Department	Location	Di	Risk
70946	200722145	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS MEDIC AL RESEARCH LABS)	NHH	J UNIT	NONE	10
70947	060500042676	NEBULIZER	S3000°	S3000°	SCHUCO INC	NHH	J UNIT	NONE	12
70948	06177678	THERMOMETER, ELE CTRONIC	692	692	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	инн	NERS	NOŅE	10
70949	04339058	THERMOMETER, ELE CTRONIC	692	692	INC (TYCOS,MEDIC	-	NERS	NONE	10
70950	030200030594	NEBULIZER	S3000°	S3000°	SCHUCO INC	ИНН	WAREHOUSE	NONE	12
71006	104828035165	BP GAUGE	CE0297	CE0297 ·	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	·C148A·*	NONE	10
71007		OTO/OPTHALMOSCO PE	G\$777	G\$777 ⁻	WELCH ALLYN INC (TYCOS MEDIC AL RESEARCH LABS)	NHH	C148A	NONE	7
71008	V1649795	TABLE,EXAM	204-001	204-001	MIDMARK. CORP(RITTER TYCOS DIV SYBRON,MDX MATRX)	NHH'	C148A	NONE	. 6
71009		LIGHT,EXAM	250-001	LIGHT,EXAM	MIDMARK CORP(RITTER TYCOS DIV SYBRON,MDX MATRX)	NHH	PATIENT ADMISSIONS	NONE .	
	70946 70947 70948 70949 70950 71006 71007	70946 200722145 70947 060500042676 70948 06177678 70949 04339058 70950 030200030594 71006 104828035165 71007 71008 V1649795	70946 200722145 MONITOR NIBP, SPO2 TEMP 70947 060500042676 NEBULIZER 70948 06177678 THERMOMETER, ELE CTRONIC 70949 04339058 THERMOMETER, ELE CTRONIC 70950 030200030594 NEBULIZER 71006 104828035165 BP GAUGE 71007 OTO/OPTHALMOSCO PE 71008 V1649795 TABLE, EXAM	70946 200722145 MONITOR NIBP, SPO2 SPOT VITAL SIGNS 70947 060500042676 NEBULIZER \$3000° 70948 06177678 THERMOMETER, ELE 692 CTRONIC 692 CTRONIC 70949 04339058 THERMOMETER, ELE 692 CTRONIC 692 CTRONIC 70950 030200030594 NEBULIZER \$3000° 71006 104828035165 BP GAUGE CE0297 71007 OTO/OPTHALMOSCO GS777 PE 71008 V1649795 TABLE, EXAM 204-001	70946 200722145 MONITOR NIBP, SPO2 SPOT VITAL SIGNS 70947 060500042676 NEBULIZER S3000 S3000 S3000 70948 06177678 THERMOMETER, ELE 692 692 70949 04339058 THERMOMETER, ELE 692 692 70950 030200030594 NEBULIZER S3000 S3000 71006 104828035165 BP GAUGE CE0297 CE0297 71007 OTO/OPTHALMOSCO GS777 GS777 71008 V1649795 TABLE, EXAM 204-001 204-001	70946 200722145 MONITOR NIBP, SPQ2 SPQT VITAL SIGNS SIGNS SIGNS NIC (TYCOS, MEDIC AL RESEARCH LABS) 70947 060500042676 NEBULIZER S3000* S3000* SCHUCO INC TYCOS, MEDIC AL RESEARCH LABS) 70948 06177678 THERMOMETER, ELE 692 692 WELCH ALLYN INC (TYCOS, MEDIC AL RESEARCH LABS) 70949 04339058 THERMOMETER, ELE 692 692 WELCH ALLYN INC (TYCOS, MEDIC AL RESEARCH LABS) 70950 030200030594 NEBULIZER S3000* S3000* SCHUCO INC TYCOS, MEDIC AL RESEARCH LABS) 71006 104828035165 BP GAUGE CE0297 CE0297 WELCH ALLYN INC (TYCOS, MEDIC AL RESEARCH LABS) 71007 OTO/OPTHALMOSCO GS777 GS777 WELCH ALLYN INC (TYCOS, MEDIC AL RESEARCH LABS) 71008 V1649795 TABLE, EXAM 204-001 204-001 MIDMARK CORP(RITTER TYCOS DIV SYBRON, MOX MATRX) 71009 LIGHT, EXAM 250-001 LIGHT, EXAM MIDMARK CORP(RITTER TYCOS DIV SYBRON, MOX MATRX) 71009 LIGHT, EXAM 250-001 LIGHT, EXAM MIDMARK CORP(RITTER TYCOS DIV SYBRON, MOX MATRX) 71009 CORPORTED CARRON, MOX MATRX) CORPORTED CORPORT	70946 200722145 MONTOR NIBP, SPO2 SPOT VITAL SIGNS SPOT VITAL SIGNS SIGNS	Top-10	70946 200722145



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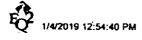
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Report Description: This report displays the Equipment Inventory information.

•PHI	Control #	Serial #	EQ Type	Model #	Model	Manufacturer >	Department	Location	Di	Risk
	71010	8813355714024 6		NO MODEL- SECA 02	NO MODEL- SECA 02	SECA CORP	NHH	PATIENT ADMISSIONS	NONE	10
	71013		OTO/OPTHALMOSCO PE	GS777	GS777	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH .	PATIENT · ADMISSIONS	NONE	7
	71014	140828033245	BP GAUGE	CE0297	CE0297	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	PATIENT ADMISSIONS	NONE	10
	71015	·	LIGHT,EXAM	250-001	LIGHT,EXAM	MIDMARK CORP(RITTER TYCOS DIV SYBRON,MOX MATRX)	NHH	PATIENT ADMISSIONS	NONE	7
	71016	V1649794	TABLE,EXAM	204-001	204-001	MIDMARK CORP(RITTER TYCOS DIV SYBRON,MOX MATRX)	NHH ·	PATIENT ADMISSIONS	NONE	6
	71017	1574067-000	WARMER, BLANKET, I NEUSION	P-2055	P-2055	PEDIGO PRODUCTS INC	NHH	PATIENT ADMISSIONS	NONE	8
	75431 [,]	100061181516	ELECTROCARDIOGR APH	CP150	CP 150	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	NONE :	NONE	10
	80301	200722141error	MONITOR NIBP SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH	H UNIT .	NONE	10



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Report Description: This report displays the Equipment Inventory information.

●PHI	Control#	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	80302	200722140	MONITOR,NIBP,SPO2 ,TEMP	SPOT VITAL SIGNS	SPOT VITAL SIGNS	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	инн	H UNIT	NONE .	' 10 \
	80303	13GF044502	CONCENTRATOR,OX YGEN	IRC10LX02	PLATINUM 10	INVACARE CORP	NHH	J UNIT	NONE	13
	80304	120600045462	NEBULIZER	S3000°	\$3000°	SCHUCO INC	NHH	C148A	NONE	12
	80305	201720	THERMOMETER,INF RARED	THERMOSCAN	THERMOSCAN	B BRAUN MEDICAL INC (MCGAW INC)	NHH	J UNIT	NONE	11
	80343	201635508	MONITOR, NIBP, SPO2 , TEMP	42NTB	42NTB	WELCH ALLYN INC (TYCOS MEDIC AL RESEARCH LABS)	NHH	TINU L DNA I	NONE	10
•	80344	201635518	MONITOR, NIBP, SPO2 , TEMP	42NTB	42NTB	WELCH ALLYN INC (TYCOS,MEDIC AL RESEARCH LABS)	NHH '	TINU L DNA I	NONE	10
	86534	LTC8194813	NEBULIZER ·	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	нни	NONE	NONE	12
	86535	LTC8194816	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	инн	NONE	NONE	12
	86536	LTC8206082	NEBUUZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE .	NONE	12 .
	86537	LTC8194814	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12



*- Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

HEMS Enterprise

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Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

ePHI	Control #	Serial #	EQ Type	Model #	Modél	Manufacturor	Department	Location	DI	Risk
-	86538	LTC8206079	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	.NONE	. 12
	86539	LTC8206080	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	ИНН	NONE	NONE	12
	86540	LTC8194811	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	ИНН	NONE	NONE .	12
	86541	LTC8194815	NEBULIZER .	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	инн	NONE	NONE	12
	86542	LTC8194812	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	инн	NONE	NONE	12
	86543	LTC8206083	NEBULIZER	PULMONEB LT	PULMONEB LT	DEVILBISS HEALTH CARE	NHH	NONE	NONE	12
	A305272	A305272	THERMOMETER INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	A620535	A620535	THERMOMETER,INF RARED	TAT-5000	TAT-5000 /	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	TINUL	NONE	11
	A620551	A620551	THERMOMETER, INF RARED	TAT-5000	TAT-5000 .	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	TINU L	NONE	11,
	A626828	A626828	THERMOMETER INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	JUNUT .	NONE	11



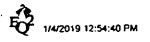
* - Inactive, Int - Next Scheduled Interval, Risk - Risk Factor, DI - Device Inclusion

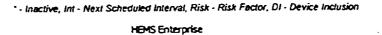
Equipment Inventory Report

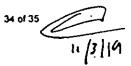
NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

cPH)	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	A626839	A626839	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH .	J UNIT	NONE	-
	A677333	A677333	THERMOMETER,INF RARED	TAT-5000 .	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	J UNIT	NONE	11
	A677956	A677956	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH :	TINU L	NONE	. 11
٠	A677970	A677970 .	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	TINU L	NONE	11
	A800843	A800843 	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	ТІИՍ С	NONE -	11
	A800847	A800847	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	NHH	JUNIT	NONE	11
	A800854	A800854	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	нни	J UNIT	NONE	11







Equipment Inventory Report

NHH-NEW HAMPSHIRE HOSPITAL

Report Description: This report displays the Equipment Inventory information.

oPH)	Control #	Serial #	EQ Type	Model #	Model	Manufacturer	Department	Location	DI	Risk
	A800886	A800886	THERMOMETER,INF RARED	TAT-5000	TAT-5000	EXERGEN CORP(OMEGA MEDICAL CORP)	нн	ТІМО С	NONE	11





New Hampshire Department of Health and Human Services Inspections, Testing, Maintenance and Repairs of Clinical Equipment **Exhibit B**



Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This Agreement is funded with:
 - 1.1.1. Other Provider and Intra-Agency Funds.
 - 1.1.2. General Funds.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 2. Payment for said services shall be made monthly in accordance with the Service Fees below:

Service Fees	
Performance Inspection and Testing Preventative Maintenance Minor repairs requiring less than ½ hour labor	Up to \$11,708 each State Fiscal Year of the contract period.
Technical Services during normal business hours between 8:00 am and 4:30 pm Monday through Friday: Repairs to clinical equipment identified in Exhibit A-1 NHH Clinical Equipment, and in accordance with Exhibit A, Scope of Services. Installation functions normally performed by equipment vendors. Travel Time (portal-to-portal) to perform services.	\$167 Per Hour \$975 Per Daý
Engineering Code and Regulatory Consultation	\$175 Per Hour
Spectrum Analyzer Rental (Loaner Equipment)	\$200 Per Use up to one (1) Week
Power Monitor Rental (Loaner Equipment)	\$200 Per Use up to one (1) Week
Work performed outside of normal business hours (after 4:30 pm and during Contractor holidays)	1.5 times the normal rate
Call-ins for repairs to clinical equipment, identified in Exhibit A-1 NHH Clinical Equipment, outside of normal scheduled visits.	3-hour charge minimum (for all hours)

The University of Vermont and State Agricultural College RFP-2020-NHH-01-INSPEC-01

Exhibit B

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Contractor Initials

New Hampshire Department of Health and Human Services Inspections, Testing, Maintenance and Repairs of Clinical Equipment Exhibit B



- 2.1. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor shall keep detailed records of their activities related to DHHS-funded programs and services.
- 2.2. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
- 2.3. In lieu of hard copies, invoices may be assigned an electronic signature and emailed to NHHFinancialServices@dhhs.nh.gov, or invoices may be mailed to:

New Hampshire Hospital Financial Services
36 Clinton Street
Concord, NH 03301

- 2.4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 4. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

The University of Vermont and State Agricultural College RFP-2020-NHH-01-INSPEC-01 Exhibit B

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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:

- 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.
- 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 Contractors 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;

Exhibit C - Special Provisions

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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 shallnot 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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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 coverants 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 Marshaland 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

Exhibit C - Special Provisions

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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.
- 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

Exhibit C - Special Provisions

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- 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.

20. Contract Definitions:

- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Exhibit C - Special Provisions

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

- 1.2. Section 10, <u>Termination</u>, 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.
- 1.3. Section 13, Indemnification, is replaced as follows:
 - 4. <u>INDEMNIFICATION</u>. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against losses suffered by the State, its officers and employees, and claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials

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waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

- 1.4. Section 14, Insurance, Subsection 14.3, is replaced as follows:
 - 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. The Contractor shall provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.
- 3. Exhibit I is not applicable.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- 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

Free

Vendor Initials

Date 11/5/10



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

- 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
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or 1.6.2. rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 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 I if there are workplaces on file that are not identified here.

Vendor Name:

TREASURER

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

- 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- The undersigned shall require that the language of this certification be included in the award
 document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants,
 loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

11 5 19

Name: RICHARD CATE
Title: VICE PRESIDENT OF FINANCE
AND TREASURER

Exhibit E - Certification Regarding Lobbying

Vendor Initials

CU/DHHS/110713

Page 1 of 1



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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

- 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).
- 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

Vendor Initials

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

11 5 19 Date

Name: RICHARD CATE
Title: VICE PRESIDENT OF

AND TAGASINGS

Vendor Initiats

Date 1/5/19

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2



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

The Vendor 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:

.Vendor 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.

Exhibit G

Vendor Initials

Organizations : / .



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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

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Date

Name: RICHARD CATE

Tille: VICE PRESIDENT OF FINANCE AND TERASURER

Exhibit G

Vendor Initials

ertification of Compliance with requirements partaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistiablower protections

6/27/14 Rev. 10/21/14

Page 2 of 2

Date 11/5/19



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 Vendor 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:

 By signing and submitting this contract, the Vendor 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.

Vendor Name:

11/5/19

Date

Name: Excurred CATE

Title: VICE PRESIDENT OF FINANCE

AND TREASURED

Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1 Vendor Initials _

Date ///5 / / 7



Exhibit I

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

Contractor Initials



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:

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Name: ELLHARD CATE

Title: VICE PAGGIOENT OF FINANCE

AND TRESULEL

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2 Contractor Initials

Date 1/5/19

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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: Obox 11191
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?
	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?
	NOYES
	If the answer to #3 above is YES, stop here
	If the answer to #3 above is NO, please answer the following:
4.	The names and compensation of the five most highly compensated officers in your business or organization are as follows:
	Name: Amount:
	Name: Amount:
	Name:
	Name: Amount:
	Name: Amount:

Page 2 of 2

Exhibit J - Certification Regarding the Federal Funding Contractor Initials Accountability And Transparency Act (FFATA) Compliance