

State of New Hampshire
 OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
 7 Eagle Square, Suite 200
 Concord, New Hampshire 03301
 Telephone (603) 271-2152

Lindsey B. Courtney
 Executive Director



March 17, 2023

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification (OPLC) to enter into a **Sole Source** contract with the American Registry of Radiologic Technologists (ARRT) (Vendor Code 201335) of St. Paul, MN for the provision of the limited Scope of Practice in Radiography Examination and the ARRT Bone Densitometry Equipment Operator (BDEO) Examination to state-approved candidates seeking licensure as a Limited X-Ray Machine Operator in the State of New Hampshire not to exceed \$0.00 effective upon Governor and Executive Council approval through October 31, 2023. This is a no-cost contract.

EXPLANATION

This request is **Sole Source** because the ARRT is the only entity able to provide the limited Scope of Practice in Radiography Examination and the ARRT Bone Densitometry Equipment Operator (BDEO) Examination.

New Hampshire Revised Statutes Annotated (RSA) 328-J:11, Licensure; Medical Imaging Professional and Radiation Therapists, indicates that licenses be issued to individuals who meet certain qualifications, one of which is passing an examination in limited x-ray machine operation approved by the Board of Radiologic Technologists. In the list of tools to assess an applicant's competence is the use of the American Registry of Radiologic Technologist limited x-ray machine operator examination for limited bone density, chest, extremities, podiatric, skull/sinus, and podiatric radiography.

The OPLC is requesting approval of this contract in order to ensure compliance with NH statutes regarding the ability to use the Scope of Practice in Radiography Examination and the ARRT Bone Densitometry Equipment Operator (BDEO) Examination as tools for assessing an applicant's competence in limited x-ray machine operation.

Based on the foregoing, I am respectfully recommending approval of the contract with the American Registry of Radiologic Technologies.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Courtney".

Lindsey B. Courtney
 Executive Director

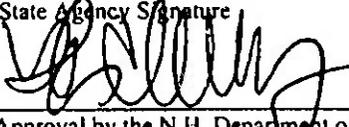
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

| | | | |
|---|--|---|------------------------------------|
| 1.1 State Agency Name Office of Professional Licensure and Certification | | 1.2 State Agency Address 7 Eagle Square, Suite 200 Concord, NH 03301 | |
| 1.3 Contractor Name The American Registry of Radiologic Technologists | | 1.4 Contractor Address 1255 Northland Drive St. Paul, MN 55120 | |
| 1.5 Contractor Phone Number 651.687.0048 | 1.6 Account Number 010-021-2100-24040000-102-500731 | 1.7 Completion Date October 31, 2023 | 1.8 Price Limitation \$0.00 |
| 1.9 Contracting Officer for State Agency Heather Kelley, Director of Operations | | 1.10 State Agency Telephone Number 603-271-0142 | |
| 1.11 Contractor Signature <i>Liana M. Watson</i> Date: 03.13.2023 | | 1.11 Name and Title of Contractor Signatory Liana Watson, CEO DM. R.T.(R)(M)(BS)(ARRT), RDMS. RVT.FASRT. ASRT. PMP. CAE | |
| 1.13 State Agency Signature  Date: 3/14/23 | | 1.14 Name and Title of State Agency Signatory Lindsey B. Courtney, Executive Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Sheri Phillips</i> On: 03/22/2021 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Revisions to Standard Grant Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 8, EVENT OF DEFAULT/REMEDIES, Subparagraph 8.2.3, is amended as follows:

8.2.3 give the Contractor a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the Event of Default is cured; and/or

1.2. Paragraph 12, ASSIGNMENT/DELEGATION/SUBCONTRACTS, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors, if utilized, are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed. The Contractor shall provide the State with a list of all subcontractors provided for under this Agreement, annually, and notify the State of any inadequate subcontractor performance.



Exhibit B

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Office of Professional Licensure and Certification (OPLC) recognizes and accepts the American Registry of Radiologic Technologists (ARRT) as the board approved limited x-ray machine operator examination (core, chest, extremities, skull/sinus, spine, podiatric) for limited bone density, pursuant to RSA 328-J:11, l(d).
- 1.2. For the purposes of this contract, references to days shall mean business days, which are, Monday through Friday from 8:00 AM through 4:00 PM, excluding State and Federal Holidays.
- 1.3. To comply with the Americans with Disabilities Act (ADA), ARRT will provide testing accommodations to the OPLC approved candidates if ARRT's third-party partner organization, Paradigm Testing, determines an individual meets ADA requirements. Exam accommodations include any changes to standard testing procedures, such as requests for additional time, a reader, or testing in a separate room.

2. Scope of Services

- 2.1. The Contractor shall collaborate with the Office of Professional Licensure and Certification (OPLC) and the Medical Imaging and Radiation Therapy (NH Board) to provide examination services for the ARRT *Limited Scope of Practice in Radiography Examination* and the ARRT *Bone Densitometry Equipment Operator (BDEO) Examination* to state-approved candidates who are seeking licensure as a Limited X-Ray Machine Operator in the State of New Hampshire.
- 2.2. Applicants seeking licensure as a Limited X-Ray Machine Operator or a Limited Bone Densitometry Operator shall apply directly to the OPLC for licensing and examination and receive licensing results from the OPLC. The OPLC shall be responsible for ensuring that the examination is appropriate for the scope of practice being licensed.
- 2.3. The OPLC shall provide to the ARRT with the following information for candidates that have been approved for testing, using ARRT's secure website:
 - 2.3.1. Name;
 - 2.3.2. Address;
 - 2.3.3. Social Security Number;
 - 2.3.4. Birth Date; and
 - 2.3.5. Limited Scope of Practice in Radiography (Module(s) of Examination: core, chest, extremities, skull/sinus, spine, podiatric); or BDEO exam.



Exhibit B

- 2.4. The ARRT will compare the OPLC submitted list of candidates to the list of candidates for ARRT certification and registration and designate candidates as either ARRT candidates (those having applied to the ARRT and been found eligible for ARRT certification and registration) or the OPLC approved candidates.
- 2.5. All OPLC approved candidates will be required to create an online account with ARRT and will be required to sign an *Agreement of State Candidates* before the candidate can pay their examination fee. Fees paid by state candidates will be by credit card and are nonrefundable and nontransferable.
- The fee will be forfeited to the ARRT if the OPLC-approved candidate does not schedule an appointment within the assigned examination window, does not cancel an appointment according to the appointment guidelines, does not appear as scheduled, does not agree with, or respond to the Nondisclosure Agreement, or if the candidate is turned away due to not following ARRT and test center policies and procedures.
- 2.6. The Contractor shall provide all OPLC approved candidates with the current, discipline specific ARRT examinations. No modifications to the examination shall be made (e.g., the inclusion of special OPLC regulations or exclusion of sections may be made). Examination questions, instructions, and communications related to the contracted services are only provided in English.
- 2.7. ARRT shall assign 90-day examination period for each OPLC approved candidate. ARRT will provide a Candidate Status Report to each candidate once their exam payment is processed and will be accessed through their online account.
- 2.8. The ARRT shall provide access to all OPLC approved candidates an examination handbook via their online account with information describing the 90-day examination period, computer-based examination scheduling procedures, and the examination content specifications.
- 2.9. The ARRT shall send all updates to the examinations to the OPLC.
- 2.10. The ARRT is authorized to subcontract the examination administration with a computer-based testing company. Each OPLC approved candidate shall contact the ARRT identified computer-based testing company to schedule their examination administration time and location.
- 2.11. The ARRT shall score examination and provide the results reported as number-correct scores on each examination module for all OPLC approved *Limited Scope of Practice in Radiography Examination* or *Bone Densitometry Equipment Operator Examination* candidates directly to the OPLC on a weekly basis. ARRT shall make available all candidate scores on the ARRT's secure website. The OPLC shall provide examination results directly to the OPLC approved candidates.



Exhibit B

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- 2.12. The OPLC and the NH Board shall select a passing score for licensing-based examinations. Passing scores shall be 75 or above.
- 2.13. The ARRT shall provide a rescore of OPLC approved candidate if requested, to verify that no error was introduced in applying the answer key to the scoring of the examination. ARRT does not allow OPLC candidates access to specific examination items or OPLC candidate responses to individual examination items except during the examination administration.
- 2.14. In the event an examination must be rescored due to an ARRT error or computer-based testing company error, the ARRT shall publish that an error was made, the circumstances that led to the error, and the steps taken to correct the error. The ARRT shall work with the OPLC in notifying the OPLC approved candidates who have a rescore performed resulting in a change to their final score.
- 2.15. If the ARRT has reasonable grounds to believe that misconduct or irregular behavior may have compromised the integrity of an examination, the ARRT reserves the right to cancel or withhold OPLC candidate(s) examination results. The ARRT may also pursue legal action against any individual who compromises the integrity of an examination. The ARRT reserves the right to bar said OPLC candidate(s) from future examination administrations.
- 2.16. The ARRT reserves the right to bar from examination OPLC candidates who are currently sanctioned by the ARRT.
- 2.17. The ARRT shall appoint a designed representative as the main point of contact for the OPLC related questions or concerns. The OPLC will designate the Licensing Clerk for the NH Board as the main point of contact to work with ARRT on behalf of OPLC approved candidates. All other related official OPLC business shall be directed to the OPLC Contracts Administrator and Director of Operations.
- 2.18. The ARRT shall provide the examination and its associated statistical data yearly to the OPLC.

**Office of Professional Licensure and Certification
ARRT Examination Testing Services**



EXHIBIT C

Payment Terms

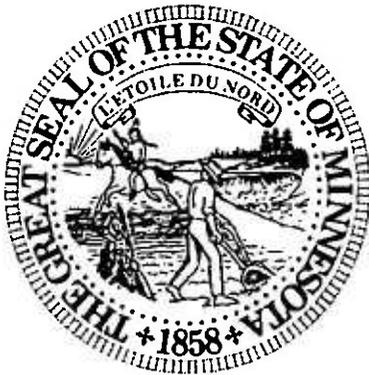
1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services. The contract is a zero cost contract to the State.
2. The Contractor shall collect Examination Service Fees, as follows:
 - 2.1. The fee for examination shall be \$150.00.
 - 2.2. Examination fees shall be paid by credit card only. The ARRT is responsible for all disputed charges (i.e. chargebacks). The OPLC shall not be responsible for any disputed charges.
 - 2.3. The Contractor shall ensure any changes in License Examination Fees are sent to the OPLC for review and approval prior to implementing any changes in fees.
3. The Contractor shall provide weekly reports of all Licensing Examination Fees collected directly from licensees, in accordance with Subsection 4.2, above. The Contractor shall:
 - 3.1. Ensure each report includes the names of licensees, type of examination taken, date of examination and amount collected for the examination.
 - 3.2. Reports shall be available via a secure website to the OPLC.

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: The American Registry of Radiologic Technologists
Date Filed: 02/18/1993
File Number: 11-722
Minnesota Statutes, Chapter: 317A
Home Jurisdiction: Minnesota

This certificate has been issued on: 03/15/2023



Steve Simon

Steve Simon
Secretary of State
State of Minnesota



THE AMERICAN REGISTRY OF RADIOLOGIC TECHNOLOGISTS®

CERTIFICATE OF AUTHORITY

I, Bill Murtaugh, ARRT Chief Financial Officer, hereby certify that:

1. I am the Chief Financial Officer of The American Registry of Radiologic Technologists (ARRT).
2. That Liana M. Watson, ARRT CEO, is duly authorized on behalf of ARRT to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of conducting business with the State of New Hampshire.
3. I hereby certify that said authorization has not been amended or repealed and remains in full force and effect as of March 13, 2023, the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: Mar 16, 2023 Signature of Officer: *Bill Murtaugh*
Name: Bill Murtaugh
Title: Chief Financial Officer



ARRT Certificate of Authority

Final Audit Report

2023-03-16

| | |
|-----------------|--|
| Created: | 2023-03-16 |
| By: | Kellie Reynolds (kellie.reynolds@arrt.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAQD0tJQNMXaSC4I-2XIKYL2pgcj3_i8Ks |

"ARRT Certificate of Authority" History

-  Document created by Kellie Reynolds (kellie.reynolds@arrt.org)
2023-03-16 - 3:33:57 PM GMT
-  Document emailed to Bill Murtaugh (bill.murtaugh@arrt.org) for signature
2023-03-16 - 3:35:27 PM GMT
-  Email viewed by Bill Murtaugh (bill.murtaugh@arrt.org)
2023-03-16 - 4:07:58 PM GMT
-  Document e-signed by Bill Murtaugh (bill.murtaugh@arrt.org)
Signature Date: 2023-03-16 - 4:08:44 PM GMT - Time Source: server
-  Agreement completed.
2023-03-16 - 4:08:44 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



Last Revised: February 1, 2022

Published: February 1, 2022

ARTICLE I. NAME

Section 1. Name.

The name of the Corporation is THE AMERICAN REGISTRY OF RADIOLOGIC TECHNOLOGISTS, which may be abbreviated with the initials, "ARRT", the registered mark of the Corporation.

Section 2. Offices.

The registered office of this Corporation located in Minnesota shall be that as set forth in the Articles of Incorporation, or in the most recent amendment of the Articles of Incorporation, or in the most recent statement filed with the Secretary of State of Minnesota changing the registered office. This Corporation may have such other offices within or without the State of Minnesota as the Board of Trustees may determine.

ARTICLE II. CORPORATE SEAL

The Seal of the Corporation shall bear the words of the following, or similar, import that is to say:

THE AMERICAN REGISTRY
OF RADIOLOGIC TECHNOLOGISTS
Incorporated in the State of Minnesota

ARTICLE III. PURPOSES

The purposes and objects of the Corporation stated in substance in the Articles of Incorporation are to perform the following activities as they relate to the profession of radiologic technology:

- a. to encourage education in the profession of radiologic technology, its imaging and therapeutic disciplines;
- b. to determine and assess the knowledge and cognitive skills required of radiologic technologists to intelligently perform the tasks of their profession by developing and administering examinations;
- c. to uphold and verify requirements for educational preparation;
- d. to promote continued competence;
- e. to encourage and monitor the ethical practice of Registered Technologists by publishing the professional Code of Ethics and by publishing and enforcing the ARRT's Rules of Ethics;
- f. to maintain and disseminate a registry of individuals meeting the requirements of the Corporation;
- g. to develop and administer certification and registration standards in emerging imaging and therapeutic disciplines in which technologists participate.

ARTICLE IV. BOARD OF TRUSTEES

Section 1. Members and Their Qualifications.

The Corporation shall consist of ten members, hereinafter referred to as Trustees, who shall constitute the Board of Trustees, hereinafter referred to as the Board. Six Trustees shall be technologists certified and registered with the Corporation. Four Trustees shall be physicians duly licensed according to law to practice medicine.

A person shall not be eligible to serve as a Trustee if serving as, or having been elected or retained to serve as, an officer, employee, director or Trustee, of any of the following organizations or any successor thereto:

- a. American Medical Association;
- b. American Society of Radiologic Technologists;
- c. National organizations that offer accreditation or certification in one or more of the modalities in which ARRT offers certification and registration;
- d. American College of Radiology;
- e. Any other organization that nominates individuals for appointment to the ARRT Board.

Current professional activity in one of ARRT's areas of interest (i.e., medical imaging, interventional procedures, and radiation therapy) is required for initial appointment and re-appointment to the Board. Professional activity is defined more broadly than just clinical practice and includes, but is not limited to, healthcare education, management, and industry. Activity to a substantial degree is expected, but full-time involvement is not required and a temporary gap is not a disqualifying event. A nominee for appointment or re-appointment must meet this "current professional activity" criterion at the time appointment or re-appointment is considered by the Board and at the time a term commences. No longer meeting the criterion at a point during the course of a term is not a disqualifying event for the completion of a term already started.

Section 2. Term of Appointment.

Trustees shall hold appointment commencing on August 1 for a term of four years with the term ending on July 31 except in the event that the annual meeting of the Board commences prior to July 31 and isn't adjourned until after July 31 in which case the term will end upon adjournment of the meeting and the term of the incoming Trustee will commence on the next calendar day. No Trustee shall serve more than two terms.

Section 3. Nomination of Trustees.

Trustees are appointed by the ARRT Board from among those nominated by organizations as described in this section. At least two nominees shall be identified for each Trustee position to be filled.

Five of the Trustees shall be technologists who shall be nominated for appointment by The American Society of Radiologic Technologists.

One of the Trustees shall be a technologist who shall be nominated for appointment by an organization or organizations identified by the ARRT Board based upon current needs.

Four of the Trustees shall be physicians who shall be nominated for appointment by the American College of Radiology.

In the event that a nominating organization fails to notify ARRT of at least two nominees meeting the specified qualifications for each position to be appointed at least ninety (90) days prior to the end of a term as described in Section 2, the ARRT Board of Trustees may in its sole discretion and upon majority vote of all Trustees then serving identify additional nominees for consideration so that there are at least of two nominees for each position to be appointed.

Once the term of a Trustee has commenced, the nominating organization shall not have the power or authority to remove the Trustee prior to completion of that Trustee's term.

Section 4. Appointment of Trustees.

The ARRT Board of Trustees may upon an affirmative vote by a majority of all Trustees then serving appoint a Trustee from among the nominees to fill the vacancy with an individual meeting the qualifications as noted in this section. If both nominees meet the qualifications specified by the Board for the vacancy scheduled to occur in the current calendar year as well as for a vacancy scheduled to occur in the next calendar year, the Board may choose to appoint one of the nominees for the upcoming vacancy and the other nominee for the subsequent vacancy.

Section 5. Re-Appointment of Trustees.

Trustees who are eligible to serve an additional term may be re-appointed upon an affirmative vote by a majority of all Trustees then serving less the individual being considered for re-appointment.

Section 6. Additional Nominating Organizations.

Other organizations may become eligible to nominate Trustees of the Corporation upon approval of the ARRT Board.

Section 7. Vacancies.

Any vacancy in the membership of the Corporation by causes other than by expiration of the term of a Trustee, shall be filled by the nomination and appointment process described in Article IV, Section 3 and Section 4. The appointee shall serve for the unexpired term of the Trustee whose vacancy is being filled plus such additional time as may be determined by a majority vote of the Board in order to approximate a four-year term, taking into account the importance of staggering of the term completion dates of other Trustees. In no case shall action result in a term exceeding four years or in a term ending date other than July 31. Upon completion of such term, the Trustee shall be deemed to have served one term.

Section 8. Duties and Responsibilities of Trustees.

In addition to its general management of the affairs and property of the Corporation, the Board shall:

- a. elect officers of the Corporation;
- b. have the authority to remove officers and Trustees;
- c. employ a Chief Executive Officer (CEO);
- d. have the authority to appoint non Trustee committees and/or task forces;
- e. have the authority to take disciplinary action against a holder of an ARRT certificate or an applicant for ARRT certification and registration;
- f. set the date, time and place of meetings of the Board;
- g. approve an annual budget.

Section 9. Compensation.

Trustees shall receive a travel stipend in a reasonable amount set from time to time by the Board and shall be reimbursed by the Corporation for expenses incurred in the performance of their duties.

Section 10. Ad Hoc Committees of the Board and Standing Committees of the Board.

The President may appoint and charge Ad Hoc committees of the Board and standing committees of the Board with Board approval. Each such committee shall consist of two or more Trustees who in turn shall provide periodic reports to the Board on their activities as well as recommendations.

The standing committees of the Board are the Finance and Audit Committee, the Investment Committee, the Ethics Committee, the Legislative Committee, the Committee on Performance Appraisal of the Chief Executive Officer, the Officer Nominating Committee, Radiologist Assistant Educational Program Evaluation Review Committee, the Eligibility Appeals Committee, and the CE Partner Recognition Committee.

Ad Hoc committees of the Board exist for a limited time to complete a specific charge. The duration of an Ad Hoc committee is typically two years or less.

Former ARRT Trustees may be appointed to serve on Ad Hoc committees of the Board and standing committees of the Board under the following conditions: (i) only current Trustees may chair a committee; (ii) rotation off the Board must have occurred within two years of the start of an appointment to a committee and within four years of re-appointment to a committee; (iii) only current Trustees may be appointed to the Ethics Committee, the Officer Nominating Committee, and the Committee on Performance Appraisal of the Chief Executive Officer.

Section 11. Other Committees.

The Board may appoint and charge committees that are not committees of the Board. Such committees do not have the authority to act on behalf of the Board but may make recommendations to the Board. These committees may be comprised entirely of non-Trustees but a Trustee liaison to such committees should be appointed whenever possible. Each appointee of a committee shall be appointed for a term set by the Board and may be re-appointed for additional terms at the discretion of the Board.

Section 12. Censure, Reprimand and Removal.

Any Trustee may be censured, reprimanded, or removed for gross dereliction of duty or conduct detrimental to the Corporation. Such action may be initiated when the Board receives a formal, specific and written charge(s) against a Trustee. If determined by vote of the Board that the charges are sufficient, the Trustee charged shall be advised of the charge(s) in writing. The charged Trustee shall then have the right to submit a written defense and/or appear with or without counsel before a meeting of the Board. All Trustees will be notified of the meeting at least 30 days in advance in the manner specified in Article V, Section 3. The Board shall make its decision promptly as to any action needed concerning the complaint and shall notify the charged Trustee in writing. Such actions may include censure, reprimand, or removal.

ARTICLE V. MEETINGS

Section 1. Regular Meetings.

The Board shall hold at least two regular meetings each year. The winter meeting shall be held between January 1st and March 31st of each year and the Annual meeting shall be held between June 1st and August 31st of each year. The date, time and place of each regular meeting shall be fixed by the Board; if the Board fails to take such action, the same shall be established by the President. Such regular meetings shall not be cancelled without consent of a majority of the Board.

Section 2. Special Meetings.

Special meetings of the Board may be called by the President at any time, or upon written request made to the Secretary by at least three Trustees; provided, however, that written notice of the subjects to be considered at such meeting shall be sent to each Trustee, in the manner provided in Section 3 of this article. Only those subjects listed in the written notice may be discussed at any special meeting. The President shall have the right to fix the place where the special meeting of the Board shall be held.

Section 3. Notice of Meetings.

The Secretary shall deliver written notice of the date, time and place of all meetings to all Trustees. The notice of a meeting shall be deemed delivered when: (1) deposited in the United States mail, addressed to the Trustee at his or her address as it appears on the records of the Corporation, with postage thereon prepaid; or (2) sent by electronic mail, when directed to an electronic mail address at which the director has consented to receive notice. Said notice shall be delivered at least 30 days prior to the date of a regular meeting, and at least 10 days prior to the date of a special meeting. A Trustee may waive notice of any meeting by a signed waiver of notice before, at, or after the meeting or by attending and participating in the meeting.

Section 4. Quorum.

Seven Trustees shall constitute a quorum. If a quorum shall not be present at any meeting of the Board, a majority of the Trustees present may adjourn the meeting without further notice.

Section 5. Voting.

Each Trustee shall be entitled to one vote on each matter submitted to the Board. The act of the majority of the Trustees present at any meeting at which there is a quorum shall be the act of the Board except in the following cases, where a two thirds vote of the entire Board is required:

- a. amendments to By-Laws;
- b. determination of cut scores for examinations;
- c. establishing new certification and registration categories;

- d. actions under Article IV, Section 11 of these By-Laws;
- e. dissolution of the Corporation;
- f. employment of a CEO;
- g. election of officers.

In the event that a Trustee cannot be present at a regular or special Board meeting at which any issue listed in Article V, Section 5 is to be considered and voted upon, that Trustee has two mechanisms to vote:

- i. submit a signed and dated written absentee ballot to the Secretary which indicates their vote on the specific issue(s);
- ii. grant their proxy to another Trustee. The signed and dated proxy must be submitted to the Secretary and must indicate the Trustee to which the proxy vote is assigned and must list the issues to which the proxy extends.

The named Trustee given the right to vote for the nonattending Trustee shall then vote for themselves as well as each and all other proxied votes granted to that Trustee. The proxy vote or absentee ballot shall then be verified at the next regularly held meeting and recorded in the minutes.

Section 6. Action by Written Action.

Any action required of the Board between regular or special meetings shall be by written action signed or consented to by authenticated electronic communication as those words are defined in the Minnesota statutes, Chapter 317A. The written action shall be effective when signed or consented to by authenticated electronic communication by the required number of Trustees, unless a different time is provided in the written action. Actions taken by written action shall be verified and made a part of the minutes of the next Board meeting.

ARTICLE VI. CONFLICTS AND CONFIDENTIALITY

Section 1. Conflicts of Interest.

Trustees shall avoid any conflicts of interest which prevent performance of their responsibilities and duties to the Corporation. It shall be deemed a conflict of interest if a Trustee has an obligation to any federal, private, professional or other nonprofit organization or entity which conflicts with the purposes, objectives and policies of the Corporation and prevents such Trustee from objectively performing their duties and responsibilities to the Corporation. Trustees shall annually report in writing to the Corporation interests or participation in other organizations or causes. Trustees shall disclose to the Board a conflict of interest or potential conflict of interest known to such Trustee and shall not be counted for purposes of a quorum and shall abstain from voting on, or influencing any action taken with respect to, any matter which may be affected by such conflict of interest.

Section 2. Confidentiality of Proprietary Information; Conduct Following Termination of Board Membership.

A Trustee shall respect the proprietary and confidential information of the Corporation relating to its certification and registration activities, including proprietary and confidential information relating to examination development and content. To the extent such Trustee develops, contributes to, or has access to, proprietary and confidential information of the Corporation in connection with its certification and registration activities, said efforts shall be deemed on behalf and for the sole benefit of the Corporation and such member shall have no rights or interest therein and such member shall not disclose or use the same.

A former Trustee shall not in any manner disclose any of the Corporation's proprietary or confidential information relating to its certification and registration activities or use any of such proprietary or confidential information in any manner which shall compromise or otherwise be detrimental to the Corporation's certification and registration activities. Activities deemed to be detrimental to the Corporation's certification and registration activities include, but may not be limited to, publishing, assisting or contributing to the publication or presentation of material intended specifically to prepare for the examination where such preparation is directed at studying examination questions similar to those of the Corporation, as opposed to conveying an understanding of the underlying content material. The foregoing are intended to be examples of prohibited conduct and are not intended to be exclusive of any other activities by a former Trustee which may compromise or be detrimental to the Corporation's certification and registration activities.

ARTICLE VII. OFFICERS

Section 1. Officers.

The officers of the Corporation shall consist of President, Vice President, Secretary, Treasurer, and such other officers as the Board may elect. The offices of Secretary and Treasurer may be held by one person, upon vote of the Board.

Section 2. Election and Term of Office.

Officers shall be elected annually at the winter meeting and shall take office immediately following the Annual meeting. Officers shall be elected from among the Trustees. Each officer so elected shall hold office for one year and until a successor has been duly elected. No officer other than the Secretary or Treasurer shall be reelected to succeed themselves in office.

Section 3. Removal and Vacancies.

Any officer elected by the Board may be removed with or without cause at any time by a two-thirds vote of the entire Board. Any vacancy in any office of the Corporation shall be filled by the Board.

Section 4. President.

The President shall:

- a. perform all duties consistent with the office;
- b. preside at all meetings of the Board;
- c. prepare a written report on the activities of the Corporation;
- d. appoint committees and task forces of the Board as needed with the approval of the Board.

Section 5. Vice President.

The Vice President shall:

- a. perform all duties consistent with the office;
- b. assume the duties of the President in the absence of the President;
- c. serve as parliamentarian during the meetings of the Board.

Section 6. Secretary/Treasurer.

The Secretary/Treasurer shall:

- a. perform all duties consistent with the office;
- b. keep true and accurate accounts of all the financial transactions of the Corporation;
- c. be the custodian of the funds and of any securities of the Corporation;
- d. present an audit of the Corporation's books to the Board annually;
- e. present a financial report to the Board annually;
- f. record and keep minutes of meetings of the Board;
- g. maintain all records of the Corporation.

Section 7. Delegation of Duties.

Any duties of the officers may be assigned to the CEO by the Board.

ARTICLE VIII. CHIEF EXECUTIVE OFFICER

The Chief Executive Officer shall:

- a. be employed by the Board;
- b. perform usual duties of the position and such other duties and responsibilities as shall be assigned by the Board or President;
- c. act as administrator and manager of the Corporation;
- d. attend meetings of the Board;
- e. assist the officers and Trustees whenever possible in the performance of their duties.

ARTICLE IX. INDEMNIFICATION

The Corporation shall indemnify persons to the extent required by the Minnesota Nonprofit Corporation Act and shall have the power otherwise to indemnify persons for such expenses and liabilities, in such manner, under such circumstances, and to such extent as permitted by applicable law.

ARTICLE X. NONLIABILITY OF NOMINATING ORGANIZATIONS

Neither the American Society of Radiologic Technologists nor the American College of Radiology nor any other organization designated to nominate candidates for the ARRT Board shall in any manner be held or deemed responsible or liable for any act, mission or liability of The American Registry of Radiologic Technologists, its Board of Trustees or individual Trustees.

ARTICLE XI. RULES AND REGULATIONS AND STANDARDS OF ETHICS

To carry out the purposes of the Corporation, the Board shall adopt RULES AND REGULATIONS relating to the qualification, examination, certification and registration of technologists.

To encourage certified and registered technologists and applicants to maintain a high level of ethical conduct and to provide for the protection, safety and comfort of patients, the Board shall adopt and may amend from time to time the standards of conduct applicable to individuals certified and registered or applying for certification and registration by ARRT either now or in the future.

To assist certified and registered technologists to maintain their qualifications, the Board shall adopt and may amend from time to time standards for ongoing education and professional development.

ARTICLE XII. AMENDMENTS TO BY-LAWS

These By-Laws may be amended at any time by two thirds vote of the entire Board at any regular or special meeting of the Board. Notice of any proposed amendment shall be given to each member of the Board by mail at least 30 days prior to the meeting.

ARTICLE XIII. DISSOLUTION

Subject to the provisions of Article V, Section 5 of these By-Laws, the Corporation may be dissolved in the manner provided in the Articles of Incorporation.

ARTICLE XIV. PARLIAMENTARY PROCEDURE

The most recent edition of Robert's Rules of Order is the parliamentary authority for the Corporation.





AMERREG-01

TLALFRED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2023

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

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

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|--|---|-------------------------------|--------|--|-------|---|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| PRODUCER Bremer Insurance Agencies, Inc. 8555 Eagle Point Blvd PO Box 2000 Lake Elmo, MN 55042 | CONTACT NAME: PHONE (A/C, No, Ext): (888) 430-2760 FAX (A/C, No): (651) 450-5158 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER B : Travelers Property & Casualty</td> <td>36161</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Travelers Indemnity Company of America | 25666 | INSURER B : Travelers Property & Casualty | 36161 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
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| INSURER F : | | | | | | | | | | | | | | | |
| INSURED American Registry of Radiologic Technologists 1255 Northland Drive Mendota Heights, MN 55120 | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 6609P641745 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BA9P642096 | 7/1/2022 | 7/1/2023 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | CUP9P642127 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | UB9P642244 | 7/1/2022 | 7/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire - OPLC
 7 Eagle Square
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Eric Nystedt