



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

Lori A. Weaver
Interim Commissioner

Ellen M. Lapointe
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

May 30, 2023

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 enter into a contract with University of Vermont Technical Services Partnership (VC #160344), Burlington, VT, in the amount of \$38,000 for inspections, testing, maintenance and repair services to the clinical equipment located at New Hampshire Hospital, with the option to renew for up to four (4) additional years, effective July 1, 2023, or upon Governor and Council approval, whichever is later, through June 30, 2025. 70% General Funds. 30% Other Funds (Provider Fees and Intra-Agency Funds.)

Funds are anticipated to be available in the following account for State Fiscal Years 2024 and 2025, 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 | Total Amount |
|-------------------|-----------------|-----------------------------|--------------|-----------------|
| 2024 | 024-500225 | Contract Repairs, Equipment | 94050130 | \$19,000 |
| 2025 | 024-500225 | Contract Repairs, Equipment | 94050130 | \$19,000 |
| | | | Total | \$38,000 |

EXPLANATION

The purpose of this request is to conduct inspections, testing, maintenance, and repairs on the clinical equipment located at New Hampshire Hospital. These services provide for efficient usage and safety compliance of more than 416 pieces of clinical equipment, 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 Contractor will provide specially trained and licensed technicians to service the clinical. The technicians will perform preventative maintenance, performance inspections, and testing, to ensure the clinical equipment is operating at manufacturers' standards.

The Department will monitor services by:

- Observing the Contractor while providing services onsite.
- Reviewing status and repair reports provided by the Contractor after each service call.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from February 13, 2023 through March 16, 2023. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This was not a low cost award. As shown in the attached Scoring Sheet, the selected Contractor received a higher score on all technical and cost criteria.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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, and the risk of 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.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # RFP-2023-NHH-03-INSPE

Project Title Inspection; Testing, Maintenance and Repairs of Clinical Equipment

| | Maximum Points Available | Agiliti Health, Inc. | National Biomedical | University of Vermont |
|---------------------------------------|--------------------------|----------------------|---------------------|-----------------------|
| Technical | | | | |
| Testing and Inspecting: Experience | 30 | 30 | 20 | 28 |
| Maintenance Experience | 30 | 30 | 17 | 28 |
| Capacity to Perform Required Services | 80 | 58 | 45 | 68 |
| Inventory Control | 30 | 29 | 20 | 30 |
| Staffing | 50 | 37 | 20 | 50 |
| Reporting | 30 | 28 | 20 | 30 |
| Subtotal - Technical | 250 | 212 | 142 | 234 |
| Cost | | | | |
| Cost Proposal (Appendix C) | 100 | 43 | 63 | 100 |
| Subtotal - Cost | 100 | 43 | 63 | 100 |
| TOTAL POINTS | 350 | 255 | 205 | 334 |
| TOTAL PROPOSED VENDOR COST | | \$34,825 | \$23,778 | \$14,891 |

| | Reviewer Name |
|---|-----------------|
| 1 | Jennica Barrera |
| 2 | Derek West |
| 3 | Heidi Mitchell |

| | Title |
|---|------------------------|
| 1 | Administrator II |
| 2 | Warehouse Manager III |
| 3 | Program Specialist III |

FORM NUMBER P-37 (version 12/11/2019)

Subject: Inspection, Testing, Maintenance and Repairs of Clinical Equipment RFP-2023-NHH-03-INSPE-01

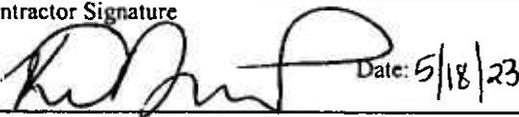
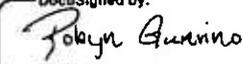
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|----------------------------------|
| 1.1 State Agency Name New Hampshire 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 Technical Services Partnership | | 1.4 Contractor Address 280 East Avenue Suite 2 Burlington VT 05401 | |
| 1.5 Contractor Phone Number 802-656-0070 | 1.6 Account Number 05-95-94-940010-84100000 | 1.7 Completion Date 6/30/2025 | 1.8 Price Limitation \$38,000 |
| 1.9 Contracting Officer for State Agency Robert W. Moore, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature  Date: 5/18/23 | | 1.12 Name and Title of Contractor Signatory Kirk Dombrowski Vice President for Research | |
| 1.13 State Agency Signature DocuSigned by:  Date: 5/30/2023 | | 1.14 Name and Title of State Agency Signatory Ellen Marie Lapointe Chief Executive Officer | |
| 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) DocuSigned by: By:  On: 5/30/2023 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials KD
 Date 5/18/23

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.

Contractor Initials

Date

KD
5/18/03

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.

Contractor Initials KD
Date 5/18/03

**New Hampshire Department of Health and Human Services
Inspection, Testing, Maintenance and Repairs of Clinical Equipment**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023, or upon Governor and Executive Council approval, whichever is later. ("Effective Date").
 - 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to four (4) years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors 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, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

KD

5/18/23

**New Hampshire Department of Health and Human Services
Inspection, Testing, Maintenance and Repairs of Clinical Equipment**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must conduct inspections, testing, maintenance, and repairs to clinical equipment located at New Hampshire Hospital.
- 1.2. The Contractor must provide services to maintain the efficient operating condition and safety compliance of approximately 416 to 464 pieces of clinical equipment, in accordance with Joint Commission standards.
- 1.3. For the purposes of this Agreement, all references to days means calendar days, unless otherwise identified as business days, excluding state and federal holidays.
- 1.4. For the purposes of this Agreement, all references to business hours means Monday through Friday from 8 AM to 4:00 PM.
- 1.5. The Contractor must conduct inspections every six months on the clinical equipment, located at New Hampshire Hospital (NHH), identified in Exhibit B-1, Clinical Equipment List.
 - 1.5.1. Incoming Inspections:
 - 1.5.1.1. Incoming inspections must be performed on new clinical equipment prior to placing the equipment into service, which includes but is not limited to:
 - 1.5.1.1.1. Electrical safety inspection and performance tests to verify the equipment is operating within specifications as advertised; and
 - 1.5.1.1.2. Equipment is in compliance with applicable codes and standards established by the manufacturer.
 - 1.5.2. Electrical Safety Inspections:
 - 1.5.2.1. Electrical safety inspections must be performed on electrically powered clinical equipment to ensure equipment is within the standards as set by Underwriters Laboratories (UL LLC).
 - 1.5.3. Universal Equipment Inspection Form:
 - 1.5.3.1. A preventative maintenance and inspection form must 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 that have undergone corrective

**New Hampshire Department of Health and Human Services
Inspection, Testing, Maintenance and Repairs of Clinical Equipment**

EXHIBIT B

maintenance must have a documented preventative maintenance inspection form.

1.5.3.2. Copies of all equipment inspection forms must be provided to the NHH Director of Support Services or his or her designee upon completion of each visit.

1.5.4. Inspection Stickers:

1.5.4.1. Inspection stickers must be placed on each piece of clinical equipment when tested specifying the date of the next service.

1.5.4.2. Equipment that fails inspection must be tagged accordingly and removed from service.

1.6. The Contractor must conduct performance testing and preventative maintenance on all the equipment identified in Exhibit B-1, Clinical Equipment List, every six months unless otherwise agreed upon by the Department.

1.6.1. Performance tests:

1.6.1.1. Performance tests must 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.

1.6.2. Preventative maintenance:

1.6.2.1. Preventative maintenance must be performed at the time of the performance test and must include, but is not limited to:

1.6.2.1.1. Routine battery replacement, with batteries to be supplied by the Contractor;

1.6.2.1.2. Any needed updates; and

1.6.2.1.3. Minor repairs and adjustments when parts are available.

1.6.3. Repair Services:

1.6.3.1. The Contractor must complete minor and major repairs. Performance testing and incoming inspections must be performed on all repaired equipment prior to the equipment being placed back into service. Repair services are defined as follows:

**New Hampshire Department of Health and Human Services
Inspection, Testing, Maintenance and Repairs of Clinical Equipment**

EXHIBIT B

- 1.6.3.1.1. Minor Repair Services: Requires less than half an hour of labor and must be performed as part of the scheduled six-month service visits.
- 1.6.3.1.2. Major Repair Services: Requires half an hour or more of labor, and must not be initiated until authorization is obtained from Department staff.
- 1.6.3.2. Parts must be as approved in advance by the Department on a case by case basis.
- 1.7. The Contractor must ensure biomedical equipment technicians are available to arrive on site no later than two (2) hours after an emergency call is placed.
- 1.8. The Contractor must provide loaner equipment to the Department when clinical equipment requiring repair or service takes longer than 24 hours. Contractor loaner equipment includes, but is not limited to:
 - 1.8.1. Tabletop sterilizers;
 - 1.8.2. Electrocardiographs; and
 - 1.8.3. Therapeutic ultrasounds.
- 1.9. The Contractor must provide an alternative loaner equipment plan to the Department within 30 days of the Contract Effective Date that includes alternative options for loaning required equipment to the Department for reasons including, but not limited to:
 - 1.9.1. Contractor loaner equipment not currently available; and
 - 1.9.2. Contractor does not carry the required equipment.
- 1.10. The Contractor must develop and maintain an inventory control and reporting system to monitor the inspections, testing, maintenance and repair of clinical equipment identified in Exhibit B-1, Clinical Equipment List. Aggregate data inventoried must include, but is not limited to:
 - 1.10.1. Equipment type;
 - 1.10.2. Manufacturer;
 - 1.10.3. Model;
 - 1.10.4. Risk;
 - 1.10.5. Purchase date;
 - 1.10.6. Purchase cost; and
 - 1.10.7. Service contract if applicable.
- 1.11. The Contractor must generate Preventative Maintenance (PM) schedules every six (6) months in the month prior to when maintenance is scheduled to

**New Hampshire Department of Health and Human Services
Inspection, Testing, Maintenance and Repairs of Clinical Equipment**

EXHIBIT B

facilitate efficient use of personnel hours.

- 1.12. The Contractor must meet the following performance indicators to measure the effectiveness of service delivery:
 - 1.12.1. Performance inspection testing to ensure equipment operates to manufactures' standards.
 - 1.12.2. Preventative--maintenance testing to ensure clinical equipment operates to manufacturers' standards.
- 1.13. The Contractor must provide clinical equipment inventory updates to Department staff when changes occur and on a quarterly basis at a minimum.
- 1.14. The Contractor must provide copies of equipment inspection forms to the NHH Director of Support Services or his or her designee upon completion of each visit.
- 1.15. The Contractor must submit PM schedules to the Department every six (6) months in the month prior to when maintenance is scheduled.
- 1.16. The Contractor must provide personnel to perform the required work, including but not limited to, a minimum of two (2) Certified Biomedical Equipment Technicians. At least one (1) Certified Biomedical Equipment Technician must be present onsite at NHH for each service call.
- 1.17. The Contractor must ensure each employee is available to complete a 30 minute NHH orientation that covers patient confidentiality and boundaries
- 1.18. The Contractor must submit a completed NHH Non-Employee Immunization Attestation form for each employee working onsite.
- 1.19. The Contractor must ensure each employee assigned to work on the premises onsite completes Statement of Confidentiality prior to arriving at NHH.
- 1.20. The Contractor must participate in meetings with the Department as requested by the Department.
- 1.21. The Contractor must participate in on-site reviews conducted by the Department as requested by the Department.
- 1.22. The Contractor must facilitate reviews of files conducted by the Department as requested by the Department.
- 1.23. Reporting
 - 1.23.1. The Contractor must develop and submit prevention maintenance, inspection testing and consultation reports to the NHH Director of Support Services or his/her designee. Reports must include, but are not limited to:
 - 1.23.1.1. Status Reports upon the completion of each on-site visit;

**New Hampshire Department of Health and Human Services
Inspection, Testing, Maintenance and Repairs of Clinical Equipment**

EXHIBIT B

- 1.23.1.2. Repairs Report as requested;
- 1.23.1.3. Incoming Inspections Report at the close of each quarter;
- 1.23.1.4. Preventative Maintenance Reports on a semi-annual basis in July and December;
- 1.23.1.5. Work performed by the Department;
- 1.23.1.6. Equipment history;
- 1.23.1.7. Report of consultations monthly; and
- 1.23.1.8. Annual Program Review and Assessment Report 30 days after the close of each State Fiscal Year of the contract period.
- 1.23.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.24. Background Checks
 - 1.24.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.24.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.24.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
 - 1.24.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
 - 1.24.2. State of New Hampshire's Website Copyright
 - 1.24.2.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

**New Hampshire Department of Health and Human Services
Inspection, Testing, Maintenance and Repairs of Clinical Equipment**

EXHIBIT B

2. Exhibits Incorporated

- 2.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

- 3.1. Impacts Resulting from Court Orders or Legislative Changes
 - 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 3.2. Credits and Copyright Ownership
 - 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
 - 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
 - 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.2.3.1. Brochures.
 - 3.2.3.2. Resource directories.
 - 3.2.3.3. Protocols or guidelines.

**New Hampshire Department of Health and Human Services
Inspection, Testing, Maintenance and Repairs of Clinical Equipment**

EXHIBIT B

3.2.3.4. Posters.

3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

KD

5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | A | B | C | D | E | F |
|----|-----------|----------------|--|----------|----------|------------|
| 1 | Control # | Equipment Type | Manufacturer | Model # | Serial # | Department |
| 2 | 02417529 | MONITOR,SPO2 | MCKELOR TECHNOLOGIES (THE FURNISS CORP) | 16-93651 | 02417529 | NHH |
| 3 | 02417532 | MONITOR,SPO2 | MCKELOR TECHNOLOGIES (THE FURNISS CORP) | 16-93651 | 02417532 | NHH |
| 4 | 02417548 | MONITOR,SPO2 | MCKELOR TECHNOLOGIES (THE FURNISS CORP) | 16-93651 | 02417548 | NHH |
| 5 | 02417549 | MONITOR,SPO2 | MCKELOR TECHNOLOGIES (THE FURNISS CORP) | 16-93651 | 02417549 | NHH |
| 6 | 02424924 | MONITOR,SPO2 | MCKELOR TECHNOLOGIES (THE FURNISS CORP) | 16-93651 | 02424924 | NHH |
| 7 | 02424937 | MONITOR,SPO2 | MCKELOR TECHNOLOGIES (THE FURNISS CORP) | 16-93651 | 02424937 | NHH |
| 8 | 02424938 | MONITOR,SPO2 | MCKELOR TECHNOLOGIES (THE FURNISS CORP) | 16-93651 | 02424938 | NHH |
| 9 | 02424939 | MONITOR,SPO2 | MCKELOR TECHNOLOGIES (THE FURNISS CORP) | 16-93651 | 02424939 | NHH |
| 10 | 02424940 | MONITOR,SPO2 | MCKELOR TECHNOLOGIES (THE FURNISS CORP) | 16-93651 | 02424940 | NHH |
| 11 | 02424941 | MONITOR,SPO2 | MCKELOR TECHNOLOGIES (THE FURNISS CORP) | 16-93651 | 02424941 | NHH |
| 12 | 02434936 | MONITOR,SPO2 | MCKELOR TECHNOLOGIES (THE FURNISS CORP) | 16-93651 | 02434936 | NHH |
| 13 | 1000311 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVILBISS) | MQ3200 | 1000311 | NHH |
| 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 |

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|----|---------------|----------------------------------|--|----------------------|---------------|-----|
| 20 | 1000318 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVLBISS) | MQ3200 | 1000318 | NHH |
| 21 | 1000319 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVLBISS) | MQ3200 | 1000319 | NHH |
| 22 | 1000320 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVLBISS) | MQ3200 | 1000320 | NHH |
| 23 | 104815 | OTO/OPHTHALMOSCOPE | WELCH ALLYN | 74710 | | NHH |
| 24 | 104817 | OTO/OPHTHALMOSCOPE | WELCH ALLYN | 74710 | | NHH |
| 25 | 104818 | OTO/OPHTHALMOSCOPE | WELCH ALLYN | 74710 | | NHH |
| 26 | 104819 | OTO/OPHTHALMOSCOPE | WELCH ALLYN | 74710 | | NHH |
| 27 | 104821 | OTO/OPHTHALMOSCOPE | WELCH ALLYN | 74710 | | NHH |
| 28 | 105173 | INFUSION PUMP | HOSPIRA (PFIZER) | PLUM XL | 12210478 | NHH |
| 29 | 105174 | INFUSION PUMP | HOSPIRA (PFIZER) | PLUM XL | 12210460 | NHH |
| 30 | 105801 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000861 | NHH |
| 31 | 105938 | OTO/OPHTHALMOSCOPE | WELCH ALLYN | 74710 | | NHH |
| 32 | 12450 | NEBULIZER | ALLIED HEALTHCARE PRODUCTS | S3000* | 110500043207 | NHH |
| 33 | 2003054B02120 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054B02120 | NHH |
| 34 | 2003054B12018 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054B12018 | NHH |
| 35 | 2003054B12603 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054B12603 | NHH |
| 36 | 2003054B22990 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054B22990 | 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 | NHH |
| 40 | 201285 | ASPIRATOR | LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP) | COMPACT SUCTION UNIT | PL159417 | NHH |
| 41 | 201286 | ASPIRATOR | LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP) | COMPACT SUCTION UNIT | PL159419 | NHH |

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E106D80BBA46

KD
5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|----|----------|-------------------------|--|----------------------|-------------|-----|
| 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 | 201290 | MONITOR,SPO2 | NONIN MEDICAL INC | 2500 | | NHH |
| 46 | 201291 | MONITOR,SPO2 | NONIN MEDICAL INC | 2500 | 123803989 | NHH |
| 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 | NHH |
| 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 |
| 58 | 201733 | THERMOMETER,ELECTRONIC | WELCH ALLYN | 692 | 04339069 | NHH |
| 59 | 201734 | THERMOMETER,ELECTRONIC | WELCH ALLYN | 692 | 04339070 | NHH |
| 60 | 201735 | THERMOMETER,ELECTRONIC | WELCH ALLYN | 692 | 04339071 | NHH |
| 61 | 20180529 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP PLUS | 20180529 | NHH |
| 62 | 201811 | DEFIBRILLATOR,AUTOMATED | ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS) | AED PLUS [B] | X04I043473 | NHH |
| 63 | 201812 | DEFIBRILLATOR,AUTOMATED | ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS) | AED PLUS [B] | x04I050170 | NHH |

| | A | B | C | D | E | F |
|----|--------|-------------------------|--|--------------|------------|-----|
| 64 | 201813 | DEFIBRILLATOR,AUTOMATED | ZOLL MEDICAL CORP(ZMI CORP, INFUSION DYNAMICS) | AED PLUS [B] | X04C030778 | NHH |

KD
 5/18/23

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E106D80BBA46

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | |
|----|----------|-------------------------|---|---------------|--------------------------|
| 65 | 201814 | DEFIBRILLATOR,AUTOMATED | ZOLL MEDICAL CORP(ZMI CORP, AED PLUS [B] INFUSION DYNAMICS) | | x04i050167 NHH |
| 66 | 201815 | DEFIBRILLATOR,AUTOMATED | ZOLL MEDICAL CORP(ZMI CORP, AED PLUS [B] INFUSION DYNAMICS) | | x04i050160 NHH |
| 67 | 201816 | DEFIBRILLATOR,AUTOMATED | ZOLL MEDICAL CORP(ZMI CORP, AED PLUS [B] INFUSION DYNAMICS) | | X04L050151 NHH |
| 68 | 201817 | DEFIBRILLATOR,AUTOMATED | ZOLL MEDICAL CORP(ZMI CORP, AED PLUS [B] INFUSION DYNAMICS) | | x04i043478 NHH |
| 69 | 201818 | DEFIBRILLATOR,AUTOMATED | ZOLL MEDICAL CORP(ZMI CORP, AED PLUS [B] INFUSION DYNAMICS) | | X04L050159 NHH |
| 70 | 201819 | DEFIBRILLATOR,AUTOMATED | ZOLL MEDICAL CORP(ZMI CORP, AED PLUS [B] INFUSION DYNAMICS) | | X04i043467 NHH |
| 71 | 20188834 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP PLUS | 20188834 NHH |
| 72 | 20190305 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | 20190305 NHH |
| 73 | 20190409 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | 20190409 NHH |
| 74 | 20192413 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP PLUS | 20192413 NHH |
| 75 | 202065 | DEFIBRILLATOR,AUTOMATED | ZOLL MEDICAL CORP(ZMI CORP, AED PLUS [B] INFUSION DYNAMICS) | | X05i068791 NHH |
| 76 | 202157 | MONITOR,SPO2 | NONIN MEDICAL INC | 2500 | NHH |
| 77 | 202158 | MONITOR,SPO2 | NONIN MEDICAL INC | 2500 | 129105325 NHH |
| 78 | 202159 | MONITOR,SPO2 | NONIN MEDICAL INC | 2500 | 55202823200715580 NHH |
| 79 | 202160 | MONITOR,SPO2 | NONIN MEDICAL INC | 2500 | 129105584 NHH |
| 80 | 202161 | SCALE,ADULT | DETECTO SCALE (CARDINAL HEALTH) | 758C | E07606-0053 NHH |

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E106D80BBA46

KD
5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | |
|----|----------|------------------------|---------------------------------|------------------|--------------------|
| 81 | 20223311 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP PLUS | 20223311 NHH |
| 82 | 20223316 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP PLUS | 20223316 NHH |
| 83 | 20224162 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP | 20224162 NHH |
| 84 | 202243 | CONCENTRATOR,OXYGEN | INVACARE CORP | INVACARE 5 | 06CSZ366397 NHH |
| 85 | 202244 | CONCENTRATOR,OXYGEN | INVACARE CORP | INVACARE 5 | 06DF026771 NHH |
| 86 | 20224518 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP PLUS | 20224518 NHH |
| 87 | 20224529 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP PLUS | 20224529 NHH |
| 88 | 202248 | MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 200722141 NHH |
| 89 | 202250 | SCALE,ADULT | DETECTO SCALE (CARDINAL HEALTH) | 758C | E11806-0556 NHH |
| 90 | 202260 | THERMOMETER,INFRARED | WELCH ALLYN | PRO 4000 | 11105675829 NHH |
| 91 | 202261 | THERMOMETER,INFRARED | WELCH ALLYN | PRO 4000 | 11105680183 NHH |
| 92 | 202262 | THERMOMETER,INFRARED | WELCH ALLYN | PRO 4000 | 11105650726 NHH |
| 93 | 202263 | THERMOMETER,INFRARED | WELCH ALLYN | PRO 4000 | 11105672592 NHH |
| 94 | 20226951 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP | 20226951 NHH |
| 95 | 202291 | SCALE,ADULT | DETECTO SCALE (CARDINAL HEALTH) | 758C | E12606-0065 NHH |
| 96 | 202301 | THERMOMETER,ELECTRONIC | WELCH ALLYN | 692 | 06177930 NHH |

DocuSign Envelope ID: DA33596D-0558-4F68-BD91-E106D80BBA46

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | |
|-----|----------|------------------------|---|------------------------------|--------------------|
| 97 | 202318 | CONCENTRATOR,OXYGEN | INVACARE CORP | INVACARE 5 | 06FF008475 NHH |
| 98 | 202319 | SCALE,ADULT | DETECTO SCALE (CARDINAL HEALTH) | 758C | E15706-0045 NHH |
| 99 | 202320 | SCALE,ADULT | DETECTO SCALE (CARDINAL HEALTH) | 758C | E15706-0053 NHH |
| 100 | 202321 | SCALE,ADULT | DETECTO SCALE (CARDINAL HEALTH) | 758C | E15206-0150 NHH |
| 101 | 202402 | ASPIRATOR | LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP) | COMPACT SUCTION UNIT | LP1005013 NHH |
| 102 | 202403 | ASPIRATOR | LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP) | COMPACT SUCTION UNIT | LP1005015 NHH |
| 103 | 202404 | ASPIRATOR | LAERDAL MEDICAL(CARDIAC RESUSCITATOR CORP) | COMPACT SUCTION UNIT | LP1005010 NHH |
| 104 | 20246410 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP | 20246410 NHH |
| 105 | 20246422 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP | 20246422 NHH |
| 106 | 20278865 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP | 20278865 NHH |
| 107 | 20278866 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP | 20278866 NHH |
| 108 | 20278870 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP | 20278870 NHH |
| 109 | 20278872 | THERMOMETER,ELECTRONIC | WELCH ALLYN | SURETEMP | 20278872 NHH |
| 110 | 202823 | MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 200715580 NHH |
| 111 | 202827 | SCALE,ADULT | DETECTO SCALE (CARDINAL HEALTH) | NO MODEL-DETECTO SCALE 01 | E21307-0249 NHH |
| 112 | 202884 | SCALE,ADULT | DETECTO SCALE (CARDINAL HEALTH) | 750 | E31807-0151 NHH |

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E106D80BBA46

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|-----|--------|------------------------|---------------------------------|--------------------|--------------------|-----|
| 113 | 202885 | SCALE,ADULT | DETECTO SCALE (CARDINAL HEALTH) | 750 | E30307-0044 NHH | |
| 114 | 202890 | MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 200722131 NHH | |
| 115 | 202978 | FILTER SYSTEM | MAXAIR-SYSTEMS | 2065-03 | 005160 | NHH |
| 116 | 203066 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 0202314 NHH | |
| 117 | 203157 | FILTER SYSTEM | MAXAIR-SYSTEMS | 2065-03 | 005145 | NHH |
| 118 | 203161 | FILTER SYSTEM | MAXAIR-SYSTEMS | 2065-03 | 005142 | NHH |
| 119 | 203172 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | A195080 NHH | |
| 120 | 203225 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | A215306 NHH | |
| 121 | 203227 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | A199507 NHH | |
| 122 | 203229 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | 217313 | NHH |
| 123 | 203230 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | | NHH |
| 124 | 203231 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | | NHH |
| 125 | 203275 | STRETCHER,HYDRAULIC | FERNO-WASHINGTON | PowerFlexx+ | A199507 NHH | |
| 126 | 203280 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 202314 | NHH |

| | A | B | C | D | E | F |
|-----|--------|----------------------|----------------------|--------------------|-----------|-----|
| 127 | 203283 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 023094 | NHH |
| 128 | 203284 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 023098 | NHH |
| 129 | 203304 | PUMP,ENTERAL FEEDING | COVIDIEN (MEDTRONIC) | KANGAROO PET | C13040581 | NHH |
| 130 | 203305 | PUMP,ENTERAL FEEDING | COVIDIEN (MEDTRONIC) | KANGAROO PET | C1363692 | NHH |
| 131 | 203306 | PUMP,ENTERAL FEEDING | COVIDIEN (MEDTRONIC) | KANGAROO PET | C13051586 | NHH |
| 132 | 203307 | PUMP,ENTERAL FEEDING | COVIDIEN (MEDTRONIC) | KANGAROO PET | C13050278 | NHH |
| 133 | 203315 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | A345724 | NHH |

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|-----|---------------|----------------------|------------------|--------------------|---------------|-----|
| 134 | 203316 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | A345720 | NHH |
| 135 | 2115402000463 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115402000463 | NHH |
| 136 | 2115505000754 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000754 | NHH |
| 137 | 2115505000784 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000784 | NHH |
| 138 | 2115505000789 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000789 | NHH |
| 139 | 2115505000791 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000791 | NHH |
| 140 | 2115505000794 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000794 | NHH |
| 141 | 2115505000797 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000797 | NHH |
| 142 | 2115505000798 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000798 | NHH |
| 143 | 2115505000801 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000801 | NHH |
| 144 | 2115505000802 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000802 | NHH |
| 145 | 2115505000803 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000803 | NHH |
| 146 | 2115505000804 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000804 | NHH |
| 147 | 2115505000806 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000806 | NHH |
| 148 | 2115505000889 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000889 | NHH |
| 149 | 2115505000899 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000899 | NHH |
| 150 | 2115505000908 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000908 | NHH |
| 151 | 2115505000913 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000913 | NHH |
| 152 | 2115505000915 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000915 | NHH |
| 153 | 2115505000917 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000917 | NHH |
| 154 | 2115505000921 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000921 | NHH |
| 155 | 2115505000923 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000923 | NHH |
| 156 | 2115505000924 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000924 | NHH |
| 157 | 2115505000944 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000944 | NHH |
| 158 | 2115505000950 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505000950 | NHH |
| 159 | 2115505001056 | THERMOMETER,INFRARED | WELCH ALLYN | 105801 | 2115505001056 | NHH |
| 160 | 301336 | STRETCHER,HYDRAULIC | FERNO-WASHINGTON | PowerFlexx+ | 301336 | NHH |
| 161 | 301343 | STRETCHER,HYDRAULIC | FERNO-WASHINGTON | PowerFlexx+ | 301343 | NHH |
| 162 | 301588 | STRETCHER,HYDRAULIC | FERNO-WASHINGTON | PowerFlexx+ | 301588 | NHH |
| 163 | 301600 | LIFT,PATIENT | PRISM MEDICAL | FGA-700 | PG700018 | NHH |
| 164 | 303221 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 040079 | NHH |

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|-----|--------|-------------------------|--|--------------------|--------------|-----|
| 165 | 304710 | BED, ELECTRIC, SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051041 | NHH |
| 166 | 304736 | BED, ELECTRIC, SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051050 | NHH |
| 167 | 305219 | BED, ELECTRIC | JOERNS | BARI10A5AL | 1000007683 | NHH |
| 168 | 305220 | BED, ELECTRIC, SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 040078 | NHH |
| 169 | 305222 | BED, ELECTRIC, SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 040077 | NHH |
| 170 | 305248 | STIMULATOR, THERAPEUTIC | GRAHAM-FIELD | GF3 | WLS314MS0629 | NHH |
| 171 | 305281 | THERMOMETER, INFRARED | EXERGEN | TAT-5000 | A633735 | NHH |
| 172 | 305312 | THERMOMETER, INFRARED | EXERGEN | TAT-5000 | A634089 | NHH |
| 173 | 305313 | THERMOMETER, INFRARED | EXERGEN | TAT-5000 | A632183 | NHH |
| 174 | 305314 | THERMOMETER, INFRARED | EXERGEN | TAT-5000 | A634122 | NHH |
| 175 | 305315 | THERMOMETER, INFRARED | EXERGEN | TAT-5000 | A633306 | NHH |
| 176 | 305317 | BED, ELECTRIC | JOERNS | BARI10A5AL | 10000043043 | NHH |
| 177 | 305330 | SHAVER, ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 178 | 305331 | SHAVER, ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 179 | 305332 | SHAVER, ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 180 | 305333 | SHAVER, ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 181 | 305334 | SHAVER, ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 182 | 305335 | SHAVER, ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 183 | 305336 | SHAVER, ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 184 | 305337 | SHAVER, ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 185 | 305338 | SHAVER, ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 186 | 305339 | SHAVER, ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E106D80BBA46

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | |
|-----|--------|-----------------|-------------------------------------|------|-----|
| 187 | 305340 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | NHH |
| 188 | 305341 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | NHH |
| 189 | 305342 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | NHH |

| | A | B | C | D | E | F |
|-----|--------|-----------------|-------------------------------------|------|---|-----|
| 190 | 305343 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 191 | 305344 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 192 | 305345 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 193 | 305346 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 194 | 305347 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 195 | 305348 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 196 | 305349 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 197 | 305350 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 198 | 305351 | SHAVER,ELECTRIC | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9681 | | NHH |
| 199 | 305352 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | | NHH |
| 200 | 305354 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | | NHH |
| 201 | 305355 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | | NHH |

K.P.
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | |
|-----|--------|-----------------|-------------------------------------|------|-----|
| 202 | 305356 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 203 | 305357 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 204 | 305358 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 205 | 305359 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 206 | 305360 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 207 | 305361 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 208 | 305362 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 209 | 305363 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 210 | 305364 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 211 | 305365 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 212 | 305366 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 213 | 305367 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 214 | 305368 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 215 | 305369 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 216 | 305370 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |
| 217 | 305371 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | NHH |

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E106D80BBA46

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|-----|--------|----------------------------|--|--------------------|-------------|-----|
| 218 | 305372 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | | NHH |
| 219 | 305373 | BATTERY CHARGER | ARIZANT HEALTHCARE (3M HEALTH CARE) | 9682 | | NHH |
| 220 | 305377 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 045734 | NHH |
| 221 | 305378 | COMPRESSION UNIT | MEDLINE INDUSTRIES | HEMO FORCE | C860035844 | NHH |
| 222 | 305379 | COMPRESSION UNIT | MEDLINE INDUSTRIES | HEMO FORCE | C860035749 | NHH |
| 223 | 305384 | SCANNER,ULTRASOUND,BLADDER | VERATHON (SATURN BIOMED,DIAGNOSTIC ULTRASOUND) | BVI 9400 | B4500134 | NHH |
| 224 | 305394 | CONCENTRATOR,OXYGEN | PHILIPS HEALTHCARE | Simply Go | 0098392 | NHH |
| 225 | 305395 | CONCENTRATOR,OXYGEN | PHILIPS HEALTHCARE | Simply Go | 0098242 | NHH |
| 226 | 305401 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 046510 | NHH |
| 227 | 305402 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 046508 | NHH |
| 228 | 305403 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 046511 | NHH |
| 229 | 305404 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 046509 | NHH |
| 230 | 305405 | WARMER,BLANKET,INFUSION | PEDIGO PRODUCTS | P-2055 | 2132755-000 | NHH |
| 231 | 305706 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051037 | NHH |
| 232 | 305708 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051040 | NHH |
| 233 | 305712 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051048 | NHH |
| 234 | 305714 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051052 | NHH |
| 235 | 305716 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051027 | NHH |
| 236 | 305718 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051049 | NHH |
| 237 | 305720 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051046 | NHH |
| 238 | 305722 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051045 | NHH |
| 239 | 305724 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051407 | NHH |
| 240 | 305726 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051043 | NHH |
| 241 | 305728 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051042 | NHH |
| 242 | 305730 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051038 | NHH |
| 243 | 305732 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051051 | NHH |
| 244 | 305734 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051054 | NHH |

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E109D808BA46

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|-----|--------|--------------------|-----------------|--------------------|--------|-----|
| 245 | 305738 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051055 | NHH |
| 246 | 305740 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051044 | NHH |
| 247 | 305742 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051034 | NHH |
| 248 | 305744 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051035 | NHH |
| 249 | 305746 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051036 | NHH |
| 250 | 305748 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051033 | NHH |
| 251 | 305750 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051029 | NHH |
| 252 | 305752 | BED,ELECTRIC,SCALE | STRYKER MEDICAL | SPIRIT SELECT 5700 | 051053 | NHH |

| | A | B | C | D | E | F |
|-----|--------|----------------------------------|--|--------------------|----------------|-----|
| 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 | | NHH |
| 261 | 306706 | THERMOMETER,INFRARED | BERRCOM MEDICAL DEVICE CO | JXB-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 | 306771 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054K04043 | NHH |

KD
 5/18/23

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E106D80BBA46

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|-----|--------|----------------------------------|---------------------------|----------|----------------|-----|
| 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 | HTD8813C | 2003054K006889 | NHH |
| 268 | 306775 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054K03998 | NHH |
| 269 | 306776 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054K01981 | NHH |
| 270 | 306777 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054K003895 | NHH |
| 271 | 306778 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054K03490 | NHH |
| 272 | 306779 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054K03706 | NHH |
| 273 | 306780 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054K04086 | NHH |
| 274 | 306781 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054K005932 | NHH |
| 275 | 306782 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054K05863 | NHH |
| 276 | 306783 | THERMOMETER,INFRARED,NON CONTACT | HETAIDA | HTD8813C | 2003054K003531 | NHH |
| 277 | 306788 | THERMOMETER,INFRARED | BERRCOM MEDICAL DEVICE CO | JXB-183 | 02200506322 | NHH |
| 278 | 306789 | THERMOMETER,INFRARED | BERRCOM MEDICAL DEVICE CO | JXB-183 | 02200506337 | NHH |
| 279 | 306790 | THERMOMETER,INFRARED | BERRCOM MEDICAL DEVICE CO | JXB-183 | 02200506332 | NHH |
| 280 | 306791 | THERMOMETER,INFRARED | BERRCOM MEDICAL DEVICE CO | JXB-183 | 02200506333 | NHH |
| 281 | 306792 | THERMOMETER,INFRARED | BERRCOM MEDICAL DEVICE CO | JXB-183 | 02200506335 | NHH |
| 282 | 306793 | THERMOMETER,INFRARED | BERRCOM MEDICAL DEVICE CO | JXB-183 | 02200506331 | NHH |
| 283 | 306794 | THERMOMETER,INFRARED | BERRCOM MEDICAL DEVICE CO | JXB-183 | 02200506340 | NHH |
| 284 | 306795 | THERMOMETER,INFRARED | BERRCOM MEDICAL DEVICE CO | JXB-183 | 02200506338 | NHH |

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|-----|----------|----------------------|---|---------------|-------------|-----|
| 285 | 306796 | THERMOMETER,INFRARED | BERRCOM MEDICAL DEVICE CO | JXB-183 | 02200506334 | NHH |
| 286 | 306797 | THERMOMETER,INFRARED | BERRCOM MEDICAL DEVICE CO | JXB-183 | 02200506336 | NHH |
| 287 | 344542 | CONCENTRATOR,OXYGEN | INVACARE CORP | PLATINUM XL10 | 344542 | NHH |
| 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 | NHH |
| 290 | 51614804 | MONITOR,SPO2 | 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 |
| 296 | 51615635 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51615635 | NHH |
| 297 | 51615636 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51615636 | NHH |
| 298 | 51615751 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51615751 | NHH |
| 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 | 51625520 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51625520 | NHH |
| 306 | 51625521 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51625521 | NHH |
| 307 | 51625522 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51625522 | NHH |
| 308 | 51625523 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51625523 | NHH |
| 309 | 51625524 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51625524 | NHH |
| 310 | 51625591 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51625591 | NHH |
| 311 | 51625592 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51625592 | NHH |
| 312 | 51625593 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51625593 | NHH |
| 313 | 51625594 | MONITOR,SPO2 | MCKESSON | 16-93651 | 51625594 | NHH |

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E106D80BBA46

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | |
|-----|-----------------------|----------|----------|----------|-----|
| 314 | 51625595 MONITOR,SPO2 | MCKESSON | 16-93651 | 51625595 | NHH |
| 315 | 51625596 MONITOR,SPO2 | MCKESSON | 16-93651 | 51625596 | NHH |

| | A | B | C | D | E | F |
|-----|------------------------------|---------------|------------------|-----------|-----|---|
| 316 | 51631201 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631201 | NHH | |
| 317 | 51631202 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631202 | NHH | |
| 318 | 51631203 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631203 | NHH | |
| 319 | 51631204 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631204 | NHH | |
| 320 | 51631205 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631205 | NHH | |
| 321 | 51631206 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631206 | NHH | |
| 322 | 51631213 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631213 | NHH | |
| 323 | 51631214 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631214 | NHH | |
| 324 | 51631215 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631215 | NHH | |
| 325 | 51631216 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631216 | NHH | |
| 326 | 51631217 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631217 | NHH | |
| 327 | 51631218 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631218 | NHH | |
| 328 | 51631225 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631225 | NHH | |
| 329 | 51631226 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631226 | NHH | |
| 330 | 51631227 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631227 | NHH | |
| 331 | 51631228 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631228 | NHH | |
| 332 | 51631229 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631229 | NHH | |
| 333 | 51631230 MONITOR,SPO2 | MCKESSON | 16-93651 | 51631230 | NHH | |
| 334 | 66786 LIFT,PATIENT | PRISM MEDICAL | FGA-700 | PG700214 | NHH | |
| 335 | 70927 MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 200715465 | NHH | |
| 336 | 70933 MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 200722709 | NHH | |
| 337 | 70934 MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 200715619 | NHH | |
| 338 | 70935 MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 200722124 | NHH | |
| 339 | 70936 MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 200722138 | NHH | |

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E106D80BBA46

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|-----|---------|----------------------------|--|------------------|----------------|-----|
| 340 | 70937 | SCANNER,ULTRASOUND,BLADDER | VERATHON (SATURN BIOMED,DIAGNOSTIC ULTRASOUND) | BVI 9400 | | NHH |
| 341 | 70939 | NEBULIZER | ALLIED HEALTHCARE PRODUCTS | S3000* | 120200035032 | NHH |
| 342 | 70942 | MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 201312832 | NHH |
| 343 | 70943 | NEBULIZER | ALLIED HEALTHCARE PRODUCTS | S3000* | 060500042679 | NHH |
| 344 | 70944 | MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 201312835 | NHH |
| 345 | 70945 | MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 201312837 | NHH |
| 346 | 70946 | MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 200722145 | NHH |
| 347 | 70947 | NEBULIZER | ALLIED HEALTHCARE PRODUCTS | S3000* | 060500042676 | NHH |
| 348 | 70948 | THERMOMETER,ELECTRONIC | WELCH ALLYN | 692 | 06177678 | NHH |
| 349 | 70949 | THERMOMETER,ELECTRONIC | WELCH ALLYN | 692 | 04339058 | NHH |
| 350 | 71006 | BP GAUGE | WELCH ALLYN | CE0297 | 104828035165 | NHH |
| 351 | 71007 | OTO/OPHTHALMOSCOPE | WELCH ALLYN | GS777 | | NHH |
| 352 | 71008 | TABLE,EXAM | MIDMARK CORP | 204-001 | V1649795 | NHH |
| 353 | 71009 | LIGHT,EXAM | MIDMARK CORP | 250-001 | | NHH |
| 354 | 71010 | SCALE,ADULT | SECA | NO MODEL-SECA 02 | 88133557140246 | NHH |
| 355 | 71013 | OTO/OPHTHALMOSCOPE | WELCH ALLYN | GS777 | | NHH |
| 356 | 71014 | BP GAUGE | WELCH ALLYN | CE0297 | 140828033245 | NHH |
| 357 | 71015 | LIGHT,EXAM | MIDMARK CORP | 250-001 | | NHH |
| 358 | 71016 | TABLE,EXAM | MIDMARK CORP | 204-001 | V1649794 | NHH |
| 359 | 71017 | WARMER,BLANKET,INFUSION | PEDIGO PRODUCTS | P-2055 | 1574067-000 | NHH |
| 360 | 75431 | ELECTROCARDIOGRAPH | WELCH ALLYN | CP150 | 100061181516 | NHH |
| 361 | 8016511 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVILBISS) | MQ3200 | 8016511 | NHH |
| 362 | 8016512 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVILBISS) | MQ3200 | 8016512 | NHH |
| 363 | 8016513 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVILBISS) | MQ3200 | 8016513 | NHH |
| 364 | 8016514 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVILBISS) | MQ3200 | 8016514 | NHH |
| 365 | 8016515 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVILBISS) | MQ3200 | 8016515 | NHH |

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E106D808BA45

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|-----|---------|------------------------|---------------------------------|------------------|----------------|-----|
| 366 | 8016516 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVILBISS) | MQ3200 | 8016516 | NHH |
| 367 | 8016517 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVILBISS) | MQ3200 | 8016517 | NHH |
| 368 | 8016518 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVILBISS) | MQ3200 | 8016518 | NHH |
| 369 | 8016519 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVILBISS) | MQ3200 | 8016519 | NHH |
| 370 | 8016520 | MONITOR,SPO2 | MEDQUIP (DRIVE DEVILBISS) | MQ3200 | 8016520 | NHH |
| 371 | 80301 | MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 200722141error | NHH |
| 372 | 80302 | MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | SPOT VITAL SIGNS | 200722140 | NHH |
| 373 | 80303 | CONCENTRATOR,OXYGEN | INVACARE CORP | PLATINUM XL10 | 13GF044502 | NHH |
| 374 | 80304 | NEBULIZER | ALLIED HEALTHCARE PRODUCTS | S3000* | 120600045462 | NHH |
| 375 | 80305 | THERMOMETER,INFRARED | WELCH ALLYN | PRO 4000 | 201720 | NHH |
| 376 | 80343 | MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | 42NTB | 201635508 | NHH |
| 377 | 80344 | MONITOR,NIBP,SPO2,TEMP | WELCH ALLYN | 42NTB | 201635518 | NHH |
| 378 | 80346 | SCALE,ADULT | DETECTO SCALE (CARDINAL HEALTH) | 6855 | E12506-0477 | NHH |

| | A | B | C | D | E | F |
|-----|----------|------------------------|----------------------|---------------|------------|-----|
| 379 | 86534 | NEBULIZER | DEVILBISS HEALTHCARE | PULMONEB LT | LTC8194813 | NHH |
| 380 | 86535 | NEBULIZER | DEVILBISS HEALTHCARE | PULMONEB LT | LTC8194816 | NHH |
| 381 | 86536 | NEBULIZER | DEVILBISS HEALTHCARE | PULMONEB LT | LTC8206082 | NHH |
| 382 | 86537 | NEBULIZER | DEVILBISS HEALTHCARE | PULMONEB LT | LTC8194814 | NHH |
| 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 | PULMONEB LT | LTC8194815 | NHH |
| 387 | 86542 | NEBULIZER | DEVILBISS HEALTHCARE | PULMONEB LT | LTC8194812 | NHH |
| 388 | 86543 | NEBULIZER | DEVILBISS HEALTHCARE | PULMONEB 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 | NHH |

KD
 5/18/23

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



Exhibit B-1
 Clinical Equipment List

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

| | | | | | | |
|-----|---------|----------------------|---------|----------|---------|-----|
| 393 | A625458 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | A625458 | NHH |
| 394 | A626828 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | A626828 | NHH |
| 395 | A626839 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | A626839 | NHH |
| 396 | A677333 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | A677333 | NHH |
| 397 | A677956 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | A677956 | NHH |
| 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 | A864733 | 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 | A966423 | 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 |
| 416 | A966715 | THERMOMETER,INFRARED | EXERGEN | TAT-5000 | A966715 | NHH |

DocuSign Envelope ID: DA33596D-055B-4F68-BD91-E106D80BBA46

KD
 5/18/23

**New Hampshire Department of Health and Human Services
 Inspection, Testing, Maintenance and Repairs of Clinical Equipment**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 70% General funds.
 - 1.2. 30% Other funds (Provider Fees and Intra-Agency Funds).
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor is a Contractor, based on criteria in 2 CFR 200.331.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work; and in accordance with Table C-1 below:

| Service Fees | |
|--|---------------------------|
| Semi-Annual Service Rate for Inspection, performance testing, preventative maintenance, and minor repairs requiring less than ½ hour labor | \$7,500 |
| Hourly rate for technical services during normal business hours between 8:00 am and 4:00 pm Monday through Friday for repairs to clinical equipment identified in Exhibit B-1 Clinical Equipment List, and in accordance with Exhibit B, Scope of Services, and for equipment installation services. | \$169 per hour |
| Hourly rate for emergency services outside normal business hours of 8:00 am and 4:00 pm Monday through Friday for emergency repairs to clinical equipment identified in Exhibit B-1 Clinical Equipment List, and in accordance with Exhibit B, Scope of Services, and for equipment installation services. | \$253.50 per hour |
| Engineering Code and Regulatory Consultation | \$178 per hour |
| Spectrum Analyzer Rental (Loaner Equipment) | \$200 per day |
| Power Monitor Rental (Loaner Equipment) | \$200 der day |
| Service work performed outside of normal business hours (after 4:00 pm and during Contractor holidays) | 1.5 times the normal rate |
| Call-ins for repairs to clinical equipment, identified in Exhibit B-1 Clinical Equipment List, outside of normal scheduled visits. | 3-hour charge minimum |

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following

**New Hampshire Department of Health and Human Services
Inspection, Testing, Maintenance and Repairs of Clinical Equipment**

EXHIBIT C

the month in which the services were provided. The Contractor shall ensure each invoice:

- 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
- 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
- 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
- 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
- 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to NHHFinancialServices@dhhs.nh.gov or mailed to:

New Hampshire Hospital
Financial Manager
36 Clinton St.
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

KD
5/18/23

**New Hampshire Department of Health and Human Services
Inspection, Testing, Maintenance and Repairs of Clinical Equipment**

EXHIBIT C

-
- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph 1.1.
 - 1.4. Notifying the employee in the statement required by subparagraph 1.1 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



New Hampshire Department of Health and Human Services
Exhibit D

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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

5/18/23
Date


Name: Kirk Dombrowski
Title: Vice President for Research



New Hampshire Department of Health and Human Services
Exhibit E

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

5/18/23
Date


Name: Kirk Dambrowski
Title: Vice President for Research

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services
Exhibit F

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 (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/18/23
Date

Name: Kirk Dombrowski
Title: Vice President for Research

Contractor Initials

Date

5/18/23

New Hampshire Department of Health and Human Services
Exhibit G



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

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

KD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date *5/18/23*



New Hampshire Department of Health and Human Services
Exhibit G

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 Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/18/23
Date


Name: Kirk Dombrowski
Title: Vice President for Research

Exhibit G

Contractor Initials KD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/18/23

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/18/23
Date


Name: Kirk Dombrowski
Title: Vice President for Research



New Hampshire Department of Health and Human Services

Exhibit I

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions.**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors,

Exhibit I

Contractor Initials KD

Date 5/18/23



New Hampshire Department of Health and Human Services

Exhibit I

officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
 - I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

Exhibit I

Contractor Initials

LD

Date

5/18/23



New Hampshire Department of Health and Human Services

Exhibit I

- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5)

Exhibit I

Contractor Initials

KD

Date

5/18/23

New Hampshire Department of Health and Human Services



Exhibit I

business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

- a. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to

Exhibit I

Contractor Initials KD

Date 5/18/23



New Hampshire Department of Health and Human Services

Exhibit I

- comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
 - d. Interpretation. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
 - e. Segregation. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
 - f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services
The State

University of Vermont and State Agricultural College
Name of the Contractor

DocuSigned by:
Ellen Marie Lapointe
Signature of Authorized Representative

[Handwritten Signature]
Signature of Authorized Representative

Ellen Marie Lapointe
Name of Authorized Representative

Kirk Dombrowski
Name of Authorized Representative

Chief Executive Officer
Title of Authorized Representative

Vice President for Research
Title of Authorized Representative

5/30/2023
Date

5/18/23
Date

Exhibit I

Contractor Initials KD

Date 5/18/23

New Hampshire Department of Health and Human Services
Exhibit J



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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 Entity Identifier (SAM UEI; Formerly 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:

5/18/23
Date


Name: Kyle Dankowski
Title: Vice President for Research

Contractor Initials KD
Date 5/18/23



New Hampshire Department of Health and Human Services
Exhibit J

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 UEI (SAM.gov) number for your organization is: Z94KLERAG5V9
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?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

Contractor Initials KD
Date 5/18/23

New Hampshire Department of Health and Human Services

Exhibit K

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.
2. "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.
3. "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

KD

5/18/23

New Hampshire Department of Health and Human Services

Exhibit K

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.
10. "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.

1. 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

KD

5/18/03

New Hampshire Department of Health and Human Services
Exhibit K
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.
5. 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

1. 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.
2. 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.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted 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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

1. 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, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

KD

5/18/23

New Hampshire Department of Health and Human Services

Exhibit K

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

1. 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:
 1. 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.).

KD

5/18/23

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

KD

5/18/23

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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 encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

KD

5/18/23

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit 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

KD

5/18/23

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

KD

5/18/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: 0006172260



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 March A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE

I, Trenten Klingerman, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am the duly elected Assistant Secretary of the Board of Trustees of the University of Vermont and State Agricultural College.

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

RESOLVED: That the Vice President for Research
(Title of Contract Signatory)

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 18th day of May, 2023,
(Date Contract Signed)

4. Kirk Dombrowski is the duly elected Vice President for Research
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



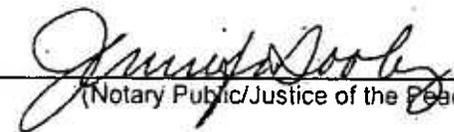
(Signature of the Elected Officer)

STATE OF VERMONT

County of Chittenden

The foregoing instrument was acknowledged before me this 22nd day of May, 2023.

By Trenten Klingerman
(Name of Assistant Secretary of the Agency)



(Notary Public/Justice of the Peace)

Jennifer B. Dooley
State of Vermont Notary Public
Commission #157.0005067
Commission Expires 1/31/25

(NOTARY SEAL)

Commission Expires: 1/31/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2023

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).

| PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797 | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|--|-------|--|-------|-----------------|-----|-------------|--|-------------|--|-------------|--|
| CN101378320-STND-GAWUE-22- | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Pinnacle Consortium of Higher Ed VT RRRG</td> <td style="text-align: center;">11980</td> </tr> <tr> <td>INSURER B : Safety National Casualty Corporation</td> <td style="text-align: center;">15105</td> </tr> <tr> <td>INSURER C : N/A</td> <td style="text-align: center;">N/A</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 : Pinnacle Consortium of Higher Ed VT RRRG | 11980 | INSURER B : Safety National Casualty Corporation | 15105 | INSURER C : N/A | N/A | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Pinnacle Consortium of Higher Ed VT RRRG | 11980 | | | | | | | | | | | | | | |
| INSURER B : Safety National Casualty Corporation | 15105 | | | | | | | | | | | | | | |
| INSURER C : N/A | N/A | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CLE-007020239-01 **REVISION NUMBER: 5**

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: | | | PCHE2022-15 | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 5,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | SP 4066811 SIR: \$650,000 | 07/01/2022 | 07/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | PROFESSIONAL LIABILITY | | | PCHE2022-15 | 07/01/2022 | 07/01/2023 | EACH CLAIM \$ 5,000,000 AGGREGATE \$ 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: For University of Vermont Instruments & Technical Services annual preventative maintenance, calibration, and electrical safety inspection of biomedical devices as per agreement with New Hampshire Hospital in Concord, NH.

| | |
|---|--|
| CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA LLC</i></p> |
|---|--|



The University of Vermont

Give to UVM →

MISSION AND VISION

Revision state: **PUBLISHED**

Most recent revision: **Yes**



The Mission of the University of Vermont:

To create, evaluate, share, and apply knowledge and to prepare students to be accountable leaders who will bring to their work dedication to the global community, a grasp of complexity, effective problem-solving and communication skills, and an enduring commitment to learning and ethical conduct.

The Vision of the University of Vermont:

To be among the nation's premier research universities with a comprehensive commitment to a liberal arts education, environment, health, and public service.

Strategic Imperatives

The University of Vermont is poised and ready to build upon our reputation as a premier research institution focused on sustainable solutions with local, national, and global applications and impact. Read President Garimella's complete [*Amplifying Our Impact* strategic vision](#) for the university.

Learn more about the University of Vermont: [About UVM](#) | [Admissions](#) | [Academics](#) | [Research](#) | [Campus Life](#)

The University of Vermont

ANNUAL 2022 Financial Report

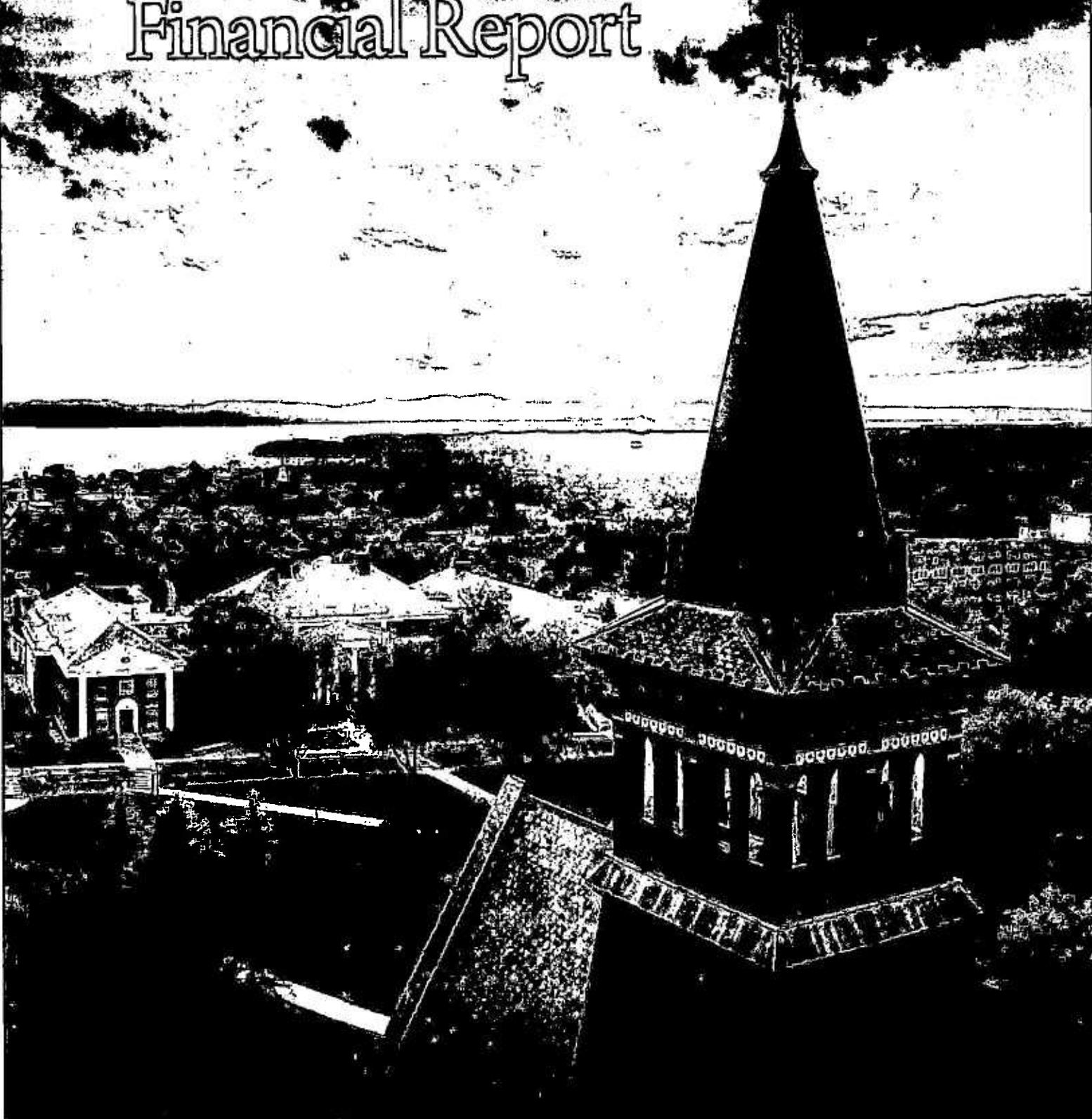
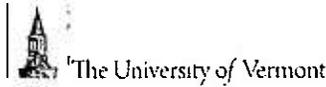




Photo by Aaron Cleri



Board of Trustees:

Ron E. Lumbra, Chair, Rye, NY (March 2028)
Cynthia Barnhart, Vice Chair, South Stafford, VT (March 2026)
Johannah L. Donovan, Secretary, Burlington, VT (March 2023)

John Bartholomew, Hartland, VT (March 2023)
Otto G. Berkes, Bedford Hill, NY (March 2024)
Susan M. Brengle, Ipswich, MA (March 2028)
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)
Carolyn K. Dwyer, Burlington, VT (March 2025)
Jodi H. Goldstein, Weston, MA (March 2024)
Stephanie Jerome, Brandon, VT (March 2027)

Kisha Kalra, Burlington, VT (March 2023)
Donald H. McCree, Rye, NY (March 2026)
Kenny Nguyen, Burlington, VT (March 2024)
Carol B. Ode, Burlington, VT (March 2025)
Ed Pagano, Washington, D.C. (March 2027)
Kristina M. Pisanelli, Washington, D.C. (March 2028)
Lucy Rogers, Waterville, VT (March 2027)
Shapleigh Smith, Jr., Morrisville, VT (March 2023)
Catherine Toll, Danville, VT (March 2027)
Samuel R. Young, West Glover, VT (March 2025)

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

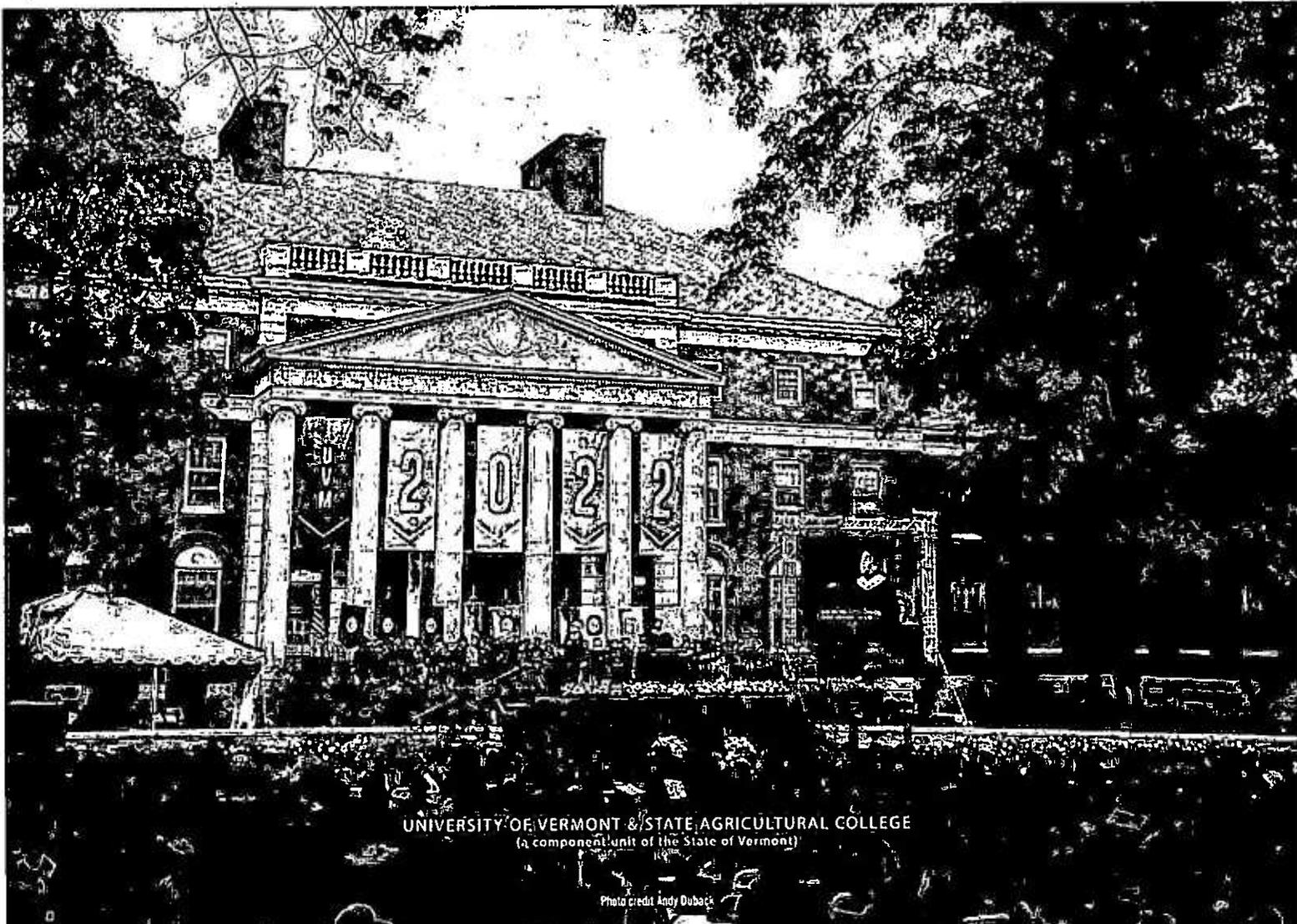
Administration

Suresh V. Garimella President
Patricia Prelock Provost and Senior Vice President
Trenten Klingerman Vice President for Legal Affairs and General Counsel
Richard H. Cate Vice President for Finance and Administration, and Treasurer
Kirk Dombrowski Vice President for Research
Jeff Schulman Director of Athletics
T. Simeon Arianou Chief Information Officer
Joel Seligman Chief Communications Officer
Michael Schirling Chief Safety and Compliance Officer
Jill Irvine Chief Professional and Continuing Education Officer
Jay Jacobs Vice Provost for Enrollment Management
Erica Caloiero Vice Provost for Student Affairs
Jane Okech Vice Provost for Faculty Affairs
Jennifer Dickinson Vice Provost for Academic Affairs and Student Success
Amer Ahmed Vice Provost for Diversity, Equity and Inclusion
Cynthia J. Forehand Dean, Graduate College
Allan Strong Interim Dean, The Rubenstein School of Environment and Natural Resources
Barbara Arel Acting Dean, The Grossman School of Business
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
Noma Anderson Dean College of Nursing and Health Sciences
Bryn Geffert Dean, University Libraries
Katharine Shepherd Interim Dean, College of Education and Social Services
David Jenemann Dean, Honors College

Table of Contents

- 1 Letter from the President
- 2 Management's Responsibility for the Financial Report
- 3 Independent Auditor's Report
- 6 Management's Discussion and Analysis
- Basic Financial Statements
- 14 Statements of Net Position
- 15 Statements of Revenues, Expenses and Changes in Net Position
- 16 Statements of Cash Flows
- 17 Notes to Financial Statements

- 35 Required Supplementary Information - Postemployment Benefits





Letter from the President

Members of the Board of Trustees,

I attach the Annual Financial Report for the fiscal year that ended June 30, 2022. The state of UVM's finances is sound.

These financial statements illustrate a modest increase of \$5.3 million in the University's net position. As of June 30, 2022, the market value of the combined pooled endowment (UVM and UVM Foundation) was \$761 million. It is important to note that endowment gifts and research awards are almost entirely restricted for specific purposes by the donors and the entities that award the grants.

The University remains focused on student access and affordability, quality enhancements in programs and services, capacity-building for our distinctive research strengths, engagement with the state and our communities, and resource and revenue growth. These priorities will help ensure an even more financially healthy university, which will enable greater enhancements to the student experience and further expansion of the substantial contributions UVM makes to the state, the region and the country.

Best wishes,

A handwritten signature in black ink that reads "Suresh Garimella". The signature is written in a cursive, flowing style.

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, 2022 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 2022.

Periodically throughout the year, the Trustee Audit Committee meets with the Office of Audit Services, the Office of Compliance and Privacy Services 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. KPMG, the Office of Audit Services, and the Office of Compliance and Privacy Services have full access to the University Trustees and the State Auditor throughout the year.



A handwritten signature in black ink, appearing to read "Richard H. Cate".

Richard H. Cate
Vice President for Finance
and Administration

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

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 Audit of the Financial Statements

Opinions

We have audited the 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, 2022 and 2021, and the related notes to the financial statements, which collectively comprise the University's basic financial statements for the years then ended as listed in the table of contents.

In our opinion, based on our audits and the report of the other auditors, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the aggregate discretely presented component units of the University, as of June 30, 2022 and June 30, 2021, 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.

We did not audit the financial statements of the University Medical Education Associates, Inc. (UMEA), which represent 15% and 18%, respectively, of the total assets of the aggregate discretely presented component units as of June 30, 2022 and 2021, and 12% and 15%, respectively, of the total operating revenues for the years then ended. Those statements were audited by other auditors whose report has been furnished to us, and our opinions, insofar as they relate to the amounts included for UMEA, are based solely on the report of the other auditors.

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the University and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for 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.

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

 A N N U A L F I N A N C I A L R E P O R T 2 0 2 2



In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the University's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 University's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the University's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

U.S. generally accepted accounting principles require that the management's discussion and analysis and schedule of changes in the University's total OPEB liability and related ratios be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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 GAAS, 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 audits 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.

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2



Other Information

Management is responsible for the other information included in the annual financial report. The other information comprises the letter from the President and management's responsibility for the financial report but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audits of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 7, 2022 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 7, 2022

The University of Vermont

Management's Discussion and Analysis (Unaudited)

June 30, 2022 and 2021

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, 2022 and 2021, 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 Crossman 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 11,326 undergraduate students and 2,174 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 MD&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

The President's strategic vision, *Amplifying Our Impact*, utilizes 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. The University will focus on ensuring that it 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.

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.

The fiscal 2022 operating results demonstrate the success of the *Amplifying Our Impact* vision. The Financial Highlights will summarize how the University has increased student financial aid while maintaining level tuition and fees to bolster affordability and accessibility. The success of University scholars and faculty in securing external research funding is seen not only through additional revenues and research expenditures, but also in the University's increased ranking on the Higher Education Research & Development Survey by the National Science Foundation. Finally, in fulfillment of the University's land grant mission, the impact of collaborations like the one with the U.S. Department of Agriculture (USDA) Agricultural Research Service (ARS) to develop the Food Systems Research Center, will be seen throughout the University's financial results.

Financial Highlights

A. Revenues

In the fall of 2022, the University enrolled 11,326 students in more than 100 undergraduate majors, 1,691 students in graduate and post-baccalaureate programs, and 483 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 78% of the undergraduates enrolled in the fall of 2022 from New England and the Middle Atlantic States, including 16% of its undergraduate students from Vermont. Graduate and Certificate student enrollment from Vermont represented 39.9%.

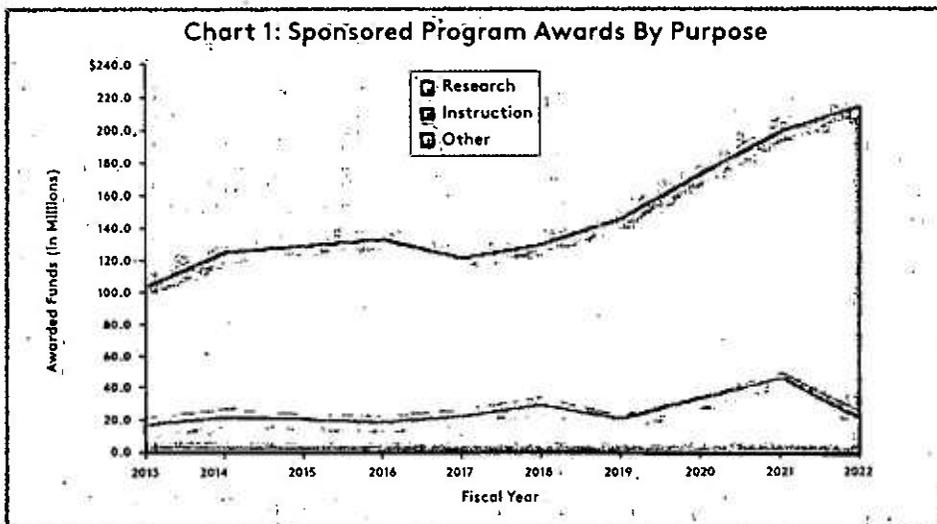


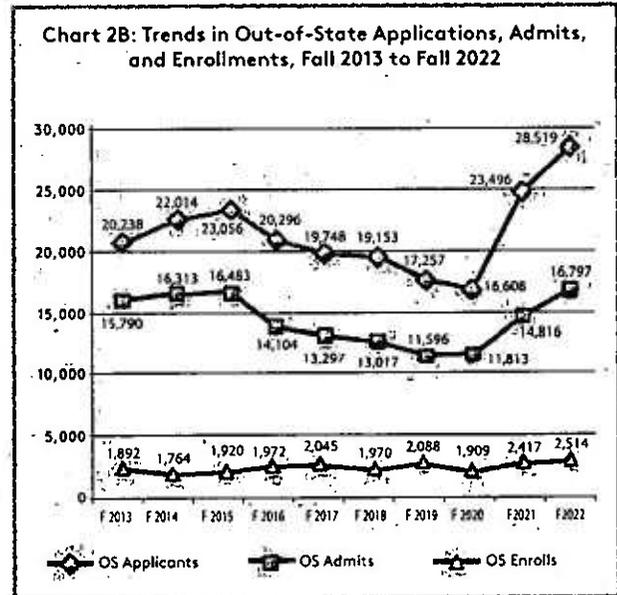
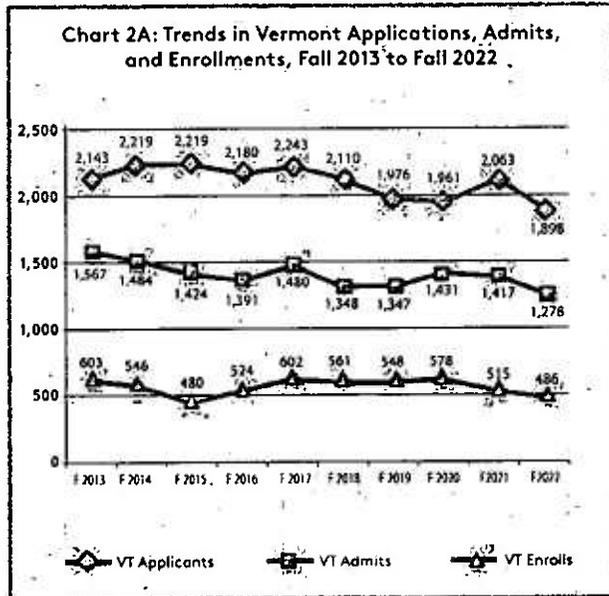
Chart 1 presents the activity of sponsored programs over the past decade.

Final numbers for the fall of 2022 show total applications are the highest they have been in the past decade totaling over 30,400 applications. This represents an increase of 35.9% since 2013, with in-state applications decreasing 11.4% and out-of-state applications increasing 40.9% for the same period. Total admissions increased for that period by 4.1%, with in-state admissions decreasing 18.4% and out-of-state admissions increasing 6.4%. From fall 2013 through fall 2022, total first-time, first year enrollments have also seen record highs of 3,000 enrolls, increasing by 20.2%, with in-state enrollments decreasing by 19.4% and out-of-state enrollments increasing by 32.9%. Trends in applications, admits, and enrollments can be seen in 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 2.7% and 2.5%, respectively, from 2014 through 2022. Table 1 presents tuition and fees, as well as room and board for that period.

| | 2014-15 | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 | Average Annual % Increase |
|-----------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|---------------------------|
| Student Tuition & Fees | | | | | | | | | |
| In-State Tuition & Fees | \$16,226 | \$16,768 | \$17,300 | \$17,740 | \$18,276 | \$18,802 | \$19,002 | \$19,002 | 2.41% |
| Out-of-State Tuition & Fees | \$37,874 | \$39,160 | \$40,364 | \$41,356 | \$42,516 | \$43,600 | \$43,890 | \$43,890 | 2.29% |
| Room (Double) | \$7,116 | \$7,376 | \$7,634 | \$7,900 | \$8,196 | \$8,502 | \$8,756 | \$8,756 | 3.13% |
| Board (Average Meal Plan) | \$3,664 | \$3,774 | \$3,944 | \$4,122 | \$4,266 | \$4,414 | \$4,568 | \$4,568 | 3.18% |
| Total, In-State Cost | \$27,006 | \$27,918 | \$28,878 | \$29,762 | \$30,738 | \$31,718 | \$32,326 | \$32,326 | |
| Increase Over Previous Year | 3.39% | 3.38% | 3.44% | 3.06% | 3.28% | 3.19% | 1.92% | 0.00% | 2.71% |
| Total, Out-of-State Cost | \$48,654 | \$50,310 | \$51,942 | \$53,378 | \$54,978 | \$56,606 | \$57,214 | \$57,214 | |
| Increase Over Previous Year | 3.41% | 3.40% | 3.24% | 2.76% | 3.00% | 2.96% | 1.07% | 0.00% | 2.48% |

ANNUAL FINANCIAL REPORT 2022



During fiscal 2022, President Garimella announced that tuition for fiscal 2023 would not increase over fiscal 2022 levels. This represents the fourth consecutive fiscal year with no tuition increase. Net tuition and fees revenues improved with additional undergraduate out-of-state enrollment and higher residential life occupancy. To continue the University's effort to enhance the value of a UVM education, student financial aid was also increased.

The University has focused 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.

The University increased grant and contract revenues by \$3.4 million or 3.8% from \$222.6 million in fiscal 2021 to \$231.0 million in fiscal 2022. This growth is due, in part, to additional one-time funds from the Higher Education Emergency Relief Funds totaling \$3.2 million in fiscal 2022. Additional sponsored support for programs like the Sustainable Agriculture Research and Education (SARE) of \$2.7 million and the UVM Center on Rural Addition of \$2.0 million also contributed to the increase. Included in the \$231.0 million is facility and administrative cost recoveries of \$36.8 million and additional commitment funds from University of Vermont Medical Center, Inc. of \$15.5 million.

During fiscal 2022, the University was awarded over \$214.1 million in sponsored funds, 84.7% of which were for research activities. Approximately 66% of sponsored funds awarded during fiscal 2022 were from direct federal sources. The University's leading areas of externally sponsored programs are the biomedical sciences, agriculture, the environment, and education.

State appropriations in fiscal 2022 decreased \$24.3 million, or 33.4%, compared to fiscal 2021 and increased \$21.0 million, or 40.6%, in fiscal 2021 compared to fiscal 2020. The increase in fiscal 2021 was entirely due to a Federal appropriation passed-through from the State of Vermont to assist the University in covering expenses related to COVID-19. These funds were not made available to the University in fiscal 2022 but the University's base State appropriation remained at the prior year's level.

B. Operating and Capital Expenditures

The University's operating expenses increased \$23.4 million or 3.5% from the 2021 level; and 2021 expenses decreased \$21.7 million or 3.1% over 2020. The fiscal 2022 increase is comprised of additional: compensation and benefit expense of \$0.7 million; supplies and services expenses of \$6.4 million; additional scholarships and fellowships of \$10.0 million; and depreciation of \$6.3 million. Compensation and benefit expenses increased due to scheduled wage increases. Supplies and services increased over fiscal 2021 levels primarily due to the commencement of business-related travel after COVID-19 restrictions were lifted.

The University utilized remaining federal aid dedicated to providing relief to students as the result of COVID-19 from the Higher Education Emergency Relief Funds, resulting in an increase of scholarship and fellowship expenses \$10.0 million, or 33.3%, in fiscal 2022 and \$2.6 million, or 9.6%, in fiscal 2021.

Finally, depreciation increased by \$6.3 million due to some large construction projects being placed into service this year. During fiscal 2022, construction continued on the Athletic Complex and the Firestone Medical Research Building. This year, funding was secured to renovate the Hills Building to develop the Food Systems Research Center. The center, a collaboration between UVM and the USDA's Agricultural Research Service, will focus its work on understanding all facets of the regional food system. The total project costs are estimated at over \$30 million.

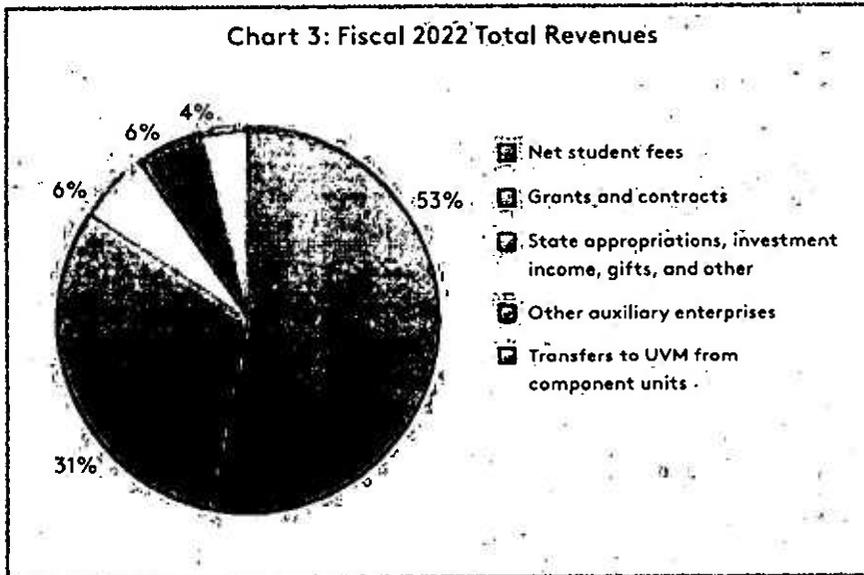


Chart 3 shows the University's fiscal 2022 revenue streams. Given the University's mission of instruction, research, and public service, the vast majority of the University's revenues are generated by net student fees (53%) and grants and contracts (31%).

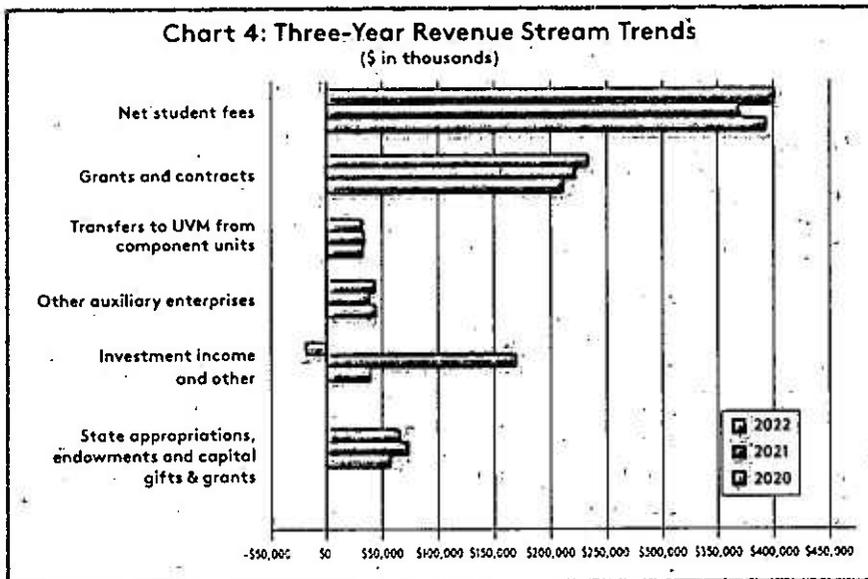


Chart 4 shows the three-year trend for revenue streams. Net student fees are comprised of tuition and fees, residential life fees, and student financial aid. State appropriations leveled in fiscal 2022 to normal levels after the State of Vermont assisted the University in covering expenses related to COVID-19 in fiscal 2021 with additional appropriations of \$21.0 million. Investment income decreased \$186.1 million in fiscal 2022 due to market fluctuations.

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, 2022 and 2021 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, Table 2, depicts all 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 over the last three fiscal years including 2.1% in fiscal 2022 and 17.0% in fiscal 2021. Included in cash and short-term investments are operating investments totaling \$169.9 million, \$180.9 million, and \$154.7 million in fiscal 2022, 2021, and 2020, respectively. These operating investments are primarily invested in bonds but also include equity and shares of the University's long-term endowment pool.

Endowment, capital, and similar investments have decreased in fiscal 2022, by \$49.1 million or 8.4%, having increased in 2021, by \$106.9 million or 22.4%. Included in this balance are endowment cash, cash equivalents and investments of \$461.9 million, \$497.7 million, and \$392.7 million in fiscal

ANNUAL FINANCIAL REPORT 2022

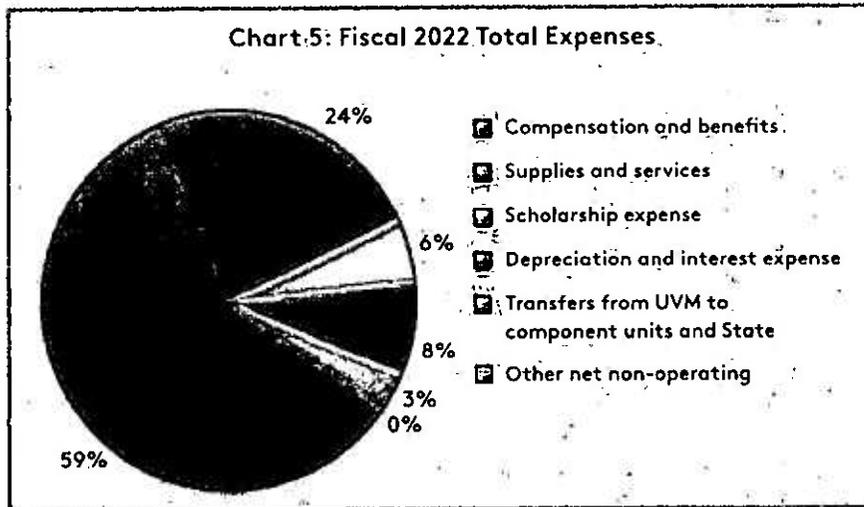


Chart 5 displays the University's fiscal 2022 expenses. The University's largest expense is compensation and benefits followed by supplies and services.

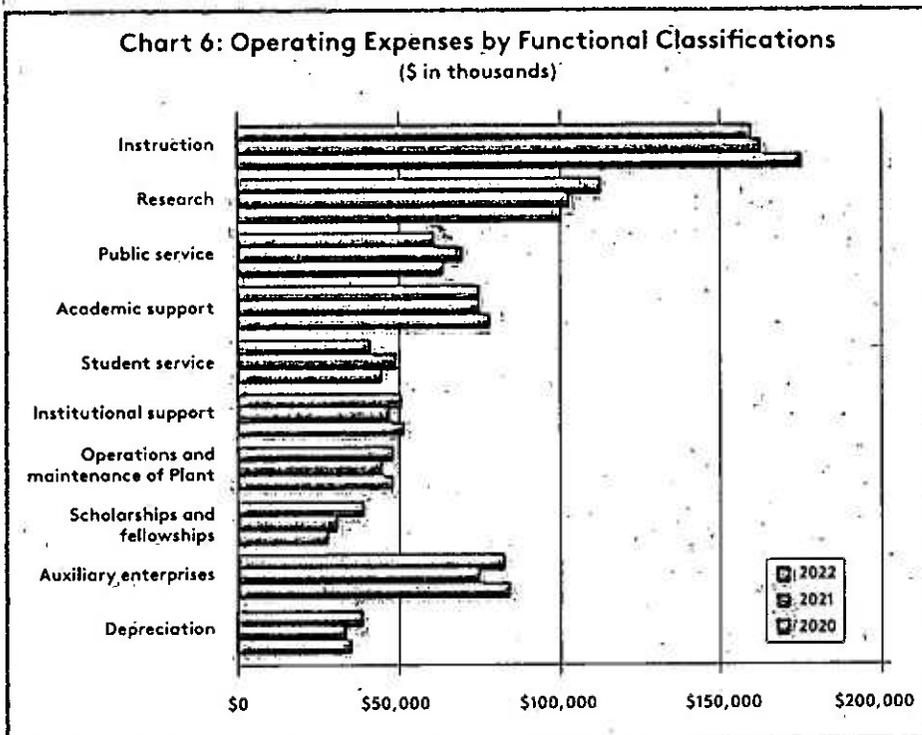


Chart 6 displays the University's operating expenses for the past three years by functional, rather than natural, classification. In fiscal 2022 the University's success in pursuit of research initiatives is evident in additional research expenditures. Scholarship and fellowships increased with the use of remaining federal aid dedicated to providing relief to students as the result of COVID-19 from the Higher Education Emergency Relief Funds.

2022, 2021, and 2020, respectively. The decrease of \$35.8 million or 7.2% in fiscal 2022 and increase of \$105.0 million or 26.7% in fiscal 2021 are primarily due to market performance. Deposits held by bond trustees are also included in this balance totaling \$617 thousand, \$11.7 million, and \$27.9 million in fiscal 2022, 2021, and 2020, respectively. The balances in fiscal 2022, 2021 and 2020 are due to unspent proceeds from the issuance of general obligation bonds.

Capital and right of use assets, net, saw increases of \$27.5 million or 3.9% in fiscal 2022 and \$10.7 million or 1.5% in fiscal 2021. Fiscal 2022 had capital asset additions of \$63.1 million. The increase to construction in progress is the primary driver where ongoing work for the Multipurpose Center, totaling \$19.8 million, the Firestone Medical Research Building, totaling \$21.5 million, and the Hills Building renovation, totaling \$2.6 million, were added. These additions were offset by depreciation expense of \$39.5 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 2022 saw a decrease from fiscal 2021 of \$12.6 million or 6.8% compared to an increase in fiscal 2021 from fiscal 2020 of \$29.9 million or 19.2%. The decrease in fiscal 2022 is mostly due to a decrease in post-employment benefits deferred outflows of \$26.4 million stemming from changes in actuarial assumptions offset by an increase of \$13.2 million in receivables.

Postemployment benefits, which represents the current and future liability and deferred, inflows the University has to retirees and their dependents for medical, dental, life insurance, and tuition remission benefits, decreased \$33.9 million or 5.8% in fiscal 2022 and increased \$25.4 million or 4.6% in fiscal 2021. The decrease in fiscal 2022 is largely the result of assumption changes with the increase in 2021 primarily driven by a change in the discount rate to 2.12% from 2.74% from fiscal 2020.

Table 2: Condensed information from Statements of Net Position

at June 30, 2022, 2021 and 2020

(\$ in thousands)

| | 2022 | 2021 | 2020 |
|--|--------------------------|--------------------------|--------------------------|
| Assets and deferred outflows of resources: | | | |
| Cash and short-term investments | \$ 407,744 | \$ 399,233 | \$ 341,164 |
| Endowment, capital, and similar investments | 533,868 | 582,986 | 476,118 |
| Capital and right of use assets, net | 741,588 | 714,084 | 703,342 |
| Other assets and deferred outflows of resources | <u>173,119</u> | <u>185,691</u> | <u>155,801</u> |
| Total assets and deferred outflows of resources | <u>1,856,319</u> | <u>1,881,994</u> | <u>1,676,425</u> |
| Liabilities and deferred inflows of resources: | | | |
| Postemployment benefits | 547,457 | 581,323 | 555,882 |
| Long-term debt | 558,692 | 570,316 | 586,262 |
| Other liabilities and deferred inflows of resources | <u>142,496</u> | <u>127,939</u> | <u>120,548</u> |
| Total liabilities and deferred inflows of resources | <u>1,248,645</u> | <u>1,279,578</u> | <u>1,262,692</u> |
| Net investment in capital assets | 183,268 | 148,190 | 136,506 |
| Restricted: | | | |
| Non-expendable: | 133,203 | 121,083 | 119,711 |
| Expendable | 397,697 | 438,873 | 336,050 |
| Unrestricted | <u>(106,494)</u> | <u>(105,730)</u> | <u>(178,534)</u> |
| Total net position | <u>\$ 607,674</u> | <u>\$ 602,416</u> | <u>\$ 413,733</u> |

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

Long-term debt decreased \$11.6 million or 2.0% from fiscal 2021 due to debt service payments of \$16.3 million offset by new finance and operating leases of \$4.6 million. From fiscal 2020 to 2021 long-term debt decreased \$15.9 million or 2.7% primarily due to a new long-term note issued to refund General Obligation Bonds, offset by scheduled debt service payments.

Other liabilities and deferred inflows of resources increased from fiscal 2021 to fiscal 2022 by 11.4% or \$14.6 million from \$127.9 million to \$142.5 million. 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. Unearned revenues, deposits and advance payments for tuition and grants & contracts are also included in this total. The decrease is primarily attributed to scheduled amortization under the service concession arrangement between the University and its food service program provider, Sodexo.

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 gains. Restricted non-

expendable resources are endowment balances which are required to be invested in perpetuity by the original donors. Unrestricted financial resources represent net position that is available for any future use without legal restriction and is negative due to the recording of the post-employment benefit obligation.

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 increased by 8.0% from \$369.8 million in fiscal 2021 to \$399.5 million in fiscal 2022. Embedded in the net student fees amount are three components including gross tuition and fees, gross residential life fees, and student financial aid. Gross tuition and fees increased by \$28.8 million or 6.5% from fiscal 2021 to fiscal 2022 and gross residential life fees

ANNUAL FINANCIAL REPORT 2022

Table 3: Condensed information from Statements of Revenues, Expenses, and Changes in Net Position
for the years ended June 30, 2022, 2021 and 2020,
(\$ in thousands)

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|--|------------------|-------------------|------------------|
| Tuition and fees | \$ 547,458 | \$ 503,715 | \$ 515,725 |
| Less student financial aid | (147,917) | (133,889) | (124,283) |
| Net student fees | 399,541 | 369,826 | 391,442 |
| Grants and contracts | 230,954 | 222,645 | 210,213 |
| State appropriations | 48,415 | 72,685 | 51,710 |
| Transfers to UVM from component units | 29,274 | 30,254 | 28,900 |
| Other auxiliary enterprises | 43,365 | 39,920 | 42,309 |
| Investment income/(loss) and other | (15,403) | 170,716 | 35,789 |
| Total operating and non-operating revenues | 736,146 | 906,046 | 760,363 |
| Compensation and benefits | (440,151) | (439,434) | (464,156) |
| Supplies and services | (178,652) | (172,301) | (171,354) |
| Scholarship expense | (39,935) | (29,954) | (27,329) |
| Depreciation and interest expense | (60,192) | (54,725) | (54,310) |
| Transfers from UVM to component units and State | (24,126) | (22,144) | (22,598) |
| Total operating and non-operating expenses | (743,056) | (718,558) | (739,747) |
| Increase/(Decrease) in net position from recurring activities | (6,910) | 187,488 | 20,616 |
| Capital and endowment appropriations, gifts and grants | 11,005 | 1,240 | 3,689 |
| Other net non-operating revenue/(expense) | 1,163 | (45) | (332) |
| Total other changes in net position | 12,168 | 1,195 | 3,357 |
| Total increase in net position | \$ 5,258 | \$ 188,683 | \$ 23,973 |

Table 3 shows condensed information from the Statements of Revenues, Expenses and Changes in Net Position for the past three years ended June 30.

increased \$14.9 million or 25.9%. The increase in gross tuition and fees is directly attributable to additional undergraduate, out-of-state enrollments. The increase in gross residential life fees is the result of more than 20% additional occupancy over 2021. Student financial aid increased from fiscal 2021 to fiscal 2022 by \$14.0 million or 10.5% demonstrating the effort to keep tuition affordable. A decrease in net student tuition and fees in fiscal 2021 of 5.5% included a 1.8% decrease in gross tuition and fees, a 6.1% decrease in gross residential life fees, and a 7.7% increase in student financial aid from fiscal 2020.

Total state appropriation revenue was \$48.4 million in fiscal 2022 and \$72.7 million in fiscal 2021. The decrease of \$24.3 million is due to one-time funding made available to the University in fiscal 2021 to help offset the costs of COVID-19.

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 \$1.0 million from \$30.3 million in fiscal 2021 to \$29.3 million in fiscal 2022.

Other auxiliary enterprises revenues remained relatively stable at \$43.4 million, \$39.9 million, and \$42.3 million in fiscal 2022, 2021, and 2020, respectively. The increase in revenue in fiscal 2022 of \$3.5 million or 8.8% is due to improved sales at the University Bookstore.

Investment income/(loss) and other can be volatile due to the investment markets. There was a decrease of \$186.1 million or 109% in fiscal 2022 from fiscal 2021. The decrease can be attributed to a net investment loss of \$41.3 million in fiscal 2022 from a \$148.1 million net investment income in fiscal 2021. There was an increase in the net investment income in fiscal 2021 of \$138.0 million compared to fiscal 2020. In fiscal 2022, the decrease to net investment income is offset by increases in sales and services of educational activities and student loan interest and other operating revenues of \$3.1 million.

Compensation and benefits increased \$0.8 million or 0.2% from \$439.4 million in fiscal 2021 to \$440.2 million in fiscal 2022 due to scheduled wage increases offset by reduced expense related to the other post-employment benefits for fiscal 2022. The decrease of \$24.8 million or 5.3% from \$464.2 million in fiscal 2020 to \$439.4 million in fiscal 2021 is due to cost saving measures in response to COVID-19. The University also had reduced expense related to the other post-employment benefit liability in fiscal 2021.

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

Supplies and services expenses increased in fiscal 2022 from fiscal 2021 by \$6.4 million or 3.7% from \$172.3 million to \$178.7 million primarily driven by commencement of business-related travel after COVID-19 restrictions were lifted. Supplies and services expenses decreased slightly from fiscal 2020 to 2021 by \$0.9 million or 0.6% due to additional costs to support in-person operations, such as COVID-19 testing, offset by one-time cost saving measures.

Scholarship expense increased \$10.0 million, or 33.3%, in fiscal 2022 and \$2.6 million, or 9.6%, in fiscal 2021, with the use of remaining federal aid dedicated to providing relief to students as the result of COVID-19 from the Higher Education Emergency Relief Funds.

Transfers from UVM to component units and State of \$24.1 million, \$22.1 million, and \$22.6 million in fiscal 2022, 2021, and 2020, 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, gifts and grants represent capital gifts and grants, capital appropriations, and gifts to the University endowment. Fiscal 2022 had an increase of \$9.8 million from \$1.2 million in fiscal 2021 to \$11.0 million primarily from new gifts for endowment purposes of \$7.9 million. Fiscal 2021 had a decrease of \$2.5 million from \$3.7 million in fiscal 2020 to \$1.2 million.



UNIVERSITY OF VERMONT & STATE AGRICULTURAL COLLEGE
(a component unit of the State of Vermont)

Photo by Bailey J. Bellomo

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

Statements of Net Position

as of June 30, 2022 and 2021

(dollars in thousands)

| | 2022 | 2021 | Discretely Presented Component Units | | | |
|--|-------------------|-------------------|--------------------------------------|------------------|-------------------|-------------------|
| | | | UMEA 2022 | UMEA 2021 | UVMF 2022 | UVMF 2021 |
| ASSETS | | | | | | |
| Current assets: | | | | | | |
| Cash and cash equivalents | \$ 237,804 | \$ 218,290 | \$ 554 | \$ 237 | \$ 54,908 | \$ 47,666 |
| Operating investments | 169,940 | 180,943 | 55,961 | 65,832 | 16,167 | 15,159 |
| Accounts, loans, notes, and pledges receivable, net | 47,039 | 45,329 | 609 | 910 | 5,345 | 61,397 |
| Inventories and prepaid expenses | 16,683 | 17,591 | 11 | 10 | 567 | 276 |
| Total current assets | 471,466 | 462,153 | 57,135 | 66,989 | 76,987 | 124,498 |
| Non-current assets: | | | | | | |
| Endowment cash, cash equivalents and investments | 461,862 | 497,741 | - | - | 234,610 | 167,635 |
| Student loans, notes, and pledges receivable, net | 46,034 | 32,785 | - | - | 7,914 | 6,254 |
| Investments for capital activities | 63,022 | 63,934 | - | - | 132 | 6 |
| Deposits with trustees | 8,984 | 21,311 | - | - | 1,473 | 1,679 |
| Capital and right of use assets, net | 741,588 | 714,084 | - | - | 7,557 | 7,823 |
| Total non-current assets | 1,321,490 | 1,329,855 | - | - | 251,686 | 183,397 |
| Total Assets | 1,792,956 | 1,792,008 | 57,135 | 66,989 | 328,673 | 307,895 |
| DEFERRED OUTFLOWS OF RESOURCES | | | | | | |
| Loss on refunding of debt | 5,261 | 5,513 | - | - | - | - |
| Postemployment benefits | 58,102 | 84,473 | - | - | - | - |
| Total Deferred Outflows of Resources | 63,363 | 89,986 | - | - | - | - |
| LIABILITIES | | | | | | |
| Current liabilities: | | | | | | |
| Accounts payable and accrued liabilities | 91,045 | 87,871 | 315 | 404 | 10,871 | 6,631 |
| Unearned revenue, deposits, and funds held for others | 15,726 | 16,321 | 41,621 | 47,681 | 1,823 | 41 |
| Bonds and leases payable | 16,827 | 15,140 | - | - | - | - |
| Total current liabilities | 123,598 | 119,332 | 41,936 | 48,085 | 12,694 | 6,672 |
| Non-current liabilities: | | | | | | |
| Accrued liabilities | 15,216 | 19,048 | - | - | - | - |
| Postemployment benefits | 436,372 | 474,485 | - | - | - | - |
| Bonds and leases payable | 541,865 | 555,176 | - | - | 4,443 | 4,665 |
| Total non-current liabilities | 993,453 | 1,048,709 | - | - | 4,443 | 4,665 |
| Total Liabilities | 1,117,051 | 1,168,041 | 41,936 | 48,085 | 17,137 | 11,337 |
| DEFERRED INFLOWS OF RESOURCES | | | | | | |
| Right of use leases and service concession arrangement | 16,468 | 1,076 | - | - | - | - |
| Split-interest arrangements | 4,041 | 3,623 | - | - | - | - |
| Postemployment benefits | 111,085 | 106,838 | - | - | - | - |
| Total Deferred Inflows of Resources | 131,594 | 111,537 | - | - | - | - |
| NET POSITION | | | | | | |
| Net investment in capital assets | 183,268 | 148,190 | - | - | 3,115 | 3,158 |
| Restricted: | | | | | | |
| Non-Expendable | 133,203 | 121,083 | - | - | 218,351 | 190,382 |
| Expendable | 397,697 | 438,873 | 11,428 | 13,662 | 77,209 | 89,295 |
| Unrestricted | (106,494) | (105,730) | 3,771 | 5,242 | 12,861 | 13,723 |
| Total Net Position | \$ 607,674 | \$ 602,416 | \$ 15,199 | \$ 18,904 | \$ 311,536 | \$ 296,558 |

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

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

Statements of Revenues, Expenses and Changes in Net Position
for the years ended June 30, 2022 and 2021

| | (dollars in thousands) | | Discretely Presented Component Units | | | |
|--|------------------------|-------------------|--------------------------------------|------------------|-------------------|-------------------|
| | 2022 | 2021 | UMEA 2022 | UMEA 2021 | UVMF 2022 | UVMF 2021 |
| Operating revenues | | | | | | |
| Tuition and fees | \$ 474,997 | \$ 446,157 | \$ - | \$ - | \$ - | \$ - |
| Residential life | 72,461 | 57,558 | - | - | - | - |
| Less scholarship allowances | (147,917) | (133,889) | - | - | - | - |
| Net student fees | 399,541 | 369,826 | - | - | - | - |
| Federal, state, and private grants and contracts | 223,288 | 215,228 | - | - | 1,088 | 885 |
| Sales and services of educational activities | 7,452 | 6,110 | - | - | - | - |
| Other auxiliary enterprises | 43,365 | 39,920 | - | - | - | - |
| Student loan interest and other operating revenues | 17,634 | 15,918 | 176 | 173 | 185 | 94 |
| Total operating revenues | 691,280 | 647,002 | 176 | 173 | 1,273 | 979 |
| Operating expenses | | | | | | |
| Compensation and benefits | (440,151) | (439,434) | (240) | (238) | (9,158) | (8,498) |
| Supplies and services | (178,652) | (172,301) | - | - | (2,834) | (1,585) |
| Depreciation | (39,499) | (33,174) | - | - | (350) | (338) |
| Scholarships and fellowships | (39,935) | (29,954) | - | - | - | - |
| Total operating expenses | (698,237) | (674,863) | (240) | (238) | (12,342) | (10,421) |
| Operating loss | (6,957) | (27,861) | (64) | (65) | (11,069) | (9,442) |
| Non-operating revenues/(expenses) | | | | | | |
| State appropriations | 48,415 | 72,685 | - | - | - | - |
| Federal Pell grants | 7,666 | 7,417 | - | - | - | - |
| Private gifts | 847 | 606 | 423 | 448 | 28,032 | 20,642 |
| Net investment income/(loss) | (41,336) | 148,082 | (3,238) | 6,583 | (13,278) | 36,633 |
| Interest on indebtedness | (20,693) | (21,551) | - | - | (54) | (53) |
| Gain/(loss) on disposal of capital assets | (548) | 301 | - | - | - | - |
| Net other non-operating revenue/(expense) | 1,711 | (346) | - | - | (380) | (306) |
| Intergovernmental transfers | (13,164) | (13,682) | - | - | - | - |
| Transfers from UVM to component units | (10,962) | (8,462) | - | - | 10,538 | 8,048 |
| Transfers to UVM from component units | 29,274 | 30,254 | (826) | (7,264) | (26,328) | (18,193) |
| Net non-operating revenues/(expense) | 1,210 | 215,304 | (3,641) | (233) | (1,470) | 46,771 |
| Revenue/(loss) before capital and endowment additions | (5,747) | 187,443 | (3,705) | (298) | (12,539) | 37,329 |
| State capital appropriations | 1,500 | 1,000 | - | - | - | - |
| Capital gifts and grants | 1,576 | 192 | - | - | - | - |
| Gifts for endowment purposes | 7,929 | 48 | - | - | 27,517 | 72,265 |
| Total capital and endowment additions | 11,005 | 1,240 | - | - | 27,517 | 72,265 |
| Increase/(decrease) in net position | 5,258 | 188,683 | (3,705) | (298) | 14,978 | 109,594 |
| Net position, beginning of year | 602,416 | 413,733 | 18,904 | 19,202 | 296,558 | 186,964 |
| Net position, end of year | \$ 607,674 | \$ 602,416 | \$ 15,199 | \$ 18,904 | \$ 311,536 | \$ 296,558 |

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

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

Statements of Cash Flows
for the years ended June 30, 2022 and 2021
(dollars in thousands)

| | 2022 | 2021 |
|---|-------------------|-------------------|
| Cash Flows From Operating Activities | | |
| Tuition and fees (net of applicable scholarship allowances) | \$ 345,937 | \$ 330,660 |
| Grants and contracts | 222,991 | 211,490 |
| Sales and services of educational activities | 7,452 | 6,110 |
| Sales and services of auxiliary enterprises: | | |
| Residential life fees, net of scholarship allowances | 52,883 | 42,259 |
| Other | 43,365 | 39,920 |
| Payments to employees and benefit providers | (445,085) | (443,795) |
| Payments to vendors | (179,019) | (163,509) |
| Payments for scholarships and fellowships | (39,935) | (29,954) |
| Other receipts, net | 16,622 | 13,822 |
| Net cash provided by operating activities | 25,211 | 7,003 |
| Cash Flows From Non-Capital Financing Activities | | |
| State general appropriation | 48,415 | 72,685 |
| Federal Pell grants | 7,666 | 7,417 |
| Private gifts for other than capital purposes | 9,741 | 2,123 |
| Intergovernmental transfers | (13,164) | (13,682) |
| Transfers from UVM to component units | (10,962) | (7,080) |
| Transfers to UVM from component units | 29,274 | 26,542 |
| Deposits of affiliates and life income payments, net | (2,950) | 17,740 |
| Net cash provided by non-capital financing activities | 68,020 | 105,745 |
| Cash Flows From Capital Financing Activities | | |
| Proceeds from issuance of capital debt | | 13,635 |
| State capital appropriation | 1,500 | 1,000 |
| Capital grants, gifts and other income | 3,193 | 192 |
| Purchases and construction of capital assets | (64,832) | (43,134) |
| Proceeds from disposal of capital assets | 95 | 84 |
| Principal paid on capital debt | (11,732) | (29,581) |
| Interest paid on capital debt | (20,849) | (21,788) |
| Changes in deposits with trustees, net | 11,096 | |
| Net cash used in capital financing activities | (81,529) | (79,592) |
| Cash Flows From Investing Activities | | |
| Proceeds from sales and maturities of investments | 237,363 | 236,321 |
| Purchase of investments | (216,639) | (225,526) |
| Interest and dividends on investments, net | 570 | (266) |
| Net cash provided by investing activities | 21,294 | 10,529 |
| Net increase in cash and cash equivalents | 32,996 | 43,685 |
| Cash and cash equivalents - beginning of year | 236,392 | 192,707 |
| Cash and cash equivalents - end of year | \$ 269,388 | \$ 236,392 |
| Reconciliation of Operating Loss To Cash Provided by Operating Activities | | |
| Operating loss | \$ (6,957) | \$ (27,861) |
| Adjustments to reconcile operating loss to net cash provided by Operating Activities: | | |
| Depreciation expense | 39,499 | 33,174 |
| Changes in assets and liabilities: | | |
| Accounts receivable and loan receivable, net | 641 | (3,030) |
| Inventories and prepaid expense | 909 | (357) |
| Accounts payable | (2,307) | (50) |
| Unearned revenue, deposits and accrued liabilities | (6,574) | 5,127 |
| Net cash provided by operating activities | \$ 25,211 | \$ 7,003 |

* of total cash and cash equivalents for 2022, \$237,804 is current and \$31,584 is non-current endowment and for 2021, \$218,290 is current and \$18,102 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, 2022 and 2021

(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 13,500 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 ex-officio 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 & Related Parties

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. 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. UVMF is discretely presented on the University's Statements of Net Position and Statements of Revenues, Expenses, and Changes in Net Position. The associated assets and liabilities, including endowment cash and investments, are analogous to an internal investment pool and are not reflected within the University's Statement of Net Position as they are reflected in the discretely presented column from the UVMF.

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 three 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.

Under the University's conflict of interest policies, all business and financial relationships, including with trustees and employees, are subject to review and approval by the Board. Disclosures about the University's related party transactions, including those affiliates, are described in this footnote to the financial statements.

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 Governmental Accounting Standards Board (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

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

(dollars in thousands)

stipulations that they be maintained permanently by the University. This category includes the corpus of the University's true endowment funds.

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.

Effective for the fiscal year ended June 30, 2022, the University adopted GASB Statement No. 87, *Leases*. The statement supersedes GASB Statement No. 62 and establishes new requirements for calculating and reporting the University's lease activities. The adoption of Statement No. 87 has been reflected as of July 1, 2021, with right of use assets and receivables totaling \$20.9 million offset with corresponding operating lease liabilities and deferred inflows of \$20.9 million. There was no impact to beginning net position at July 1, 2021.

3. Fair Value Measurement

That fair value framework provides a 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.

Certain investments are measured at net asset value (NAV) as a practical expedient to estimate the fair value as determined by the fund manager. Investments reported at NAV consist of shares or units in commingled funds and private partnerships 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 2022 and 2021 consists of:

| Grants and Contracts | FY22 | FY21 |
|---|-------------------|-------------------|
| Federal appropriations, grants and contracts | \$ 158,113 | \$ 144,631 |
| State grants and contracts | 5,908 | 5,970 |
| Other governmental & private grants and contracts | 59,267 | 64,627 |
| TOTAL | \$ 223,288 | \$ 215,228 |

State appropriations (general fund and capital) are reported as non-operating revenue. Grants awarded for capital improvements are reported as other revenues.

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 \$36.8 million in 2022 and \$34.3 million in 2021.

Federal appropriations, grants and contracts include *Higher Education*

(dollars in thousands)

Emergency Relief Fund assistance dedicated to COVID-19 relief through the duration of the pandemic of \$18.8 million in 2022 and \$16.4 million in 2021.

Private grants and contracts include funding of \$15.5 million in 2022 and \$15.9 million in 2021 to the Robert Larner, M.D. College of Medicine from the University of Vermont Medical Center, Inc. to offset facilities and operation costs.

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 unearned and recorded as revenues when earned. Summer session revenues are unearned to the extent that they relate to courses scheduled in July and August. Deposits and advance payments unearned revenue at June 30, 2022, and 2021, is \$9,339 and \$10,327, 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, 2022, and 2021, is \$4,308 and \$3,934, 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.

The total cost for active and retired employees for health, dental and life insurance, net of employee contributions, was \$66,415 in 2022 and \$68,120 in 2021. The total cost for contributions to the RHSP was \$800 in 2022 and \$1,102 in 2021. See note K 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, 2022, \$24,266 (\$23,349 in 2021) was accrued for vacation pay of which \$17,903 (\$17,232 in 2021) was charged to unrestricted net position and \$6,363 (\$6,117 in 2021) 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.

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

(dollars in thousands)

B. Accounts, Loans, Notes, and Pledges Receivable

Accounts, loans, notes and pledges receivable at June 30, 2022 and 2021 are summarized as follows:

| Accounts, Loans, Notes and Pledges Receivable, Net | June 30, 2022 | June 30, 2021 |
|---|------------------|------------------|
| Current | | |
| Federal, state, and private grants receivable | \$ 19,519 | \$ 22,120 |
| Student and trade accounts receivable, net | 9,497 | 10,227 |
| Other accounts receivable | 16,239 | 11,193 |
| Student loans receivable, net | 1,784 | 1,789 |
| Total Current | \$ 47,039 | \$ 45,329 |
| Non-Current | | |
| Student loans receivable, net | \$ 20,159 | \$ 20,091 |
| Lease receivable | 14,900 | |
| Other notes receivable | 7,141 | 8,312 |
| Pledges receivable, net | 3,834 | 4,382 |
| Total Non-Current | \$ 46,034 | \$ 32,785 |

Other accounts receivable includes the present value of expected future cash flows for lease agreements between the University and third parties, where the University serves as lessor. The current receivable balance includes \$1,145 in 2022 from leases. The long-term balance from these arrangements are reported as a non-current lease receivable totaling \$14,900 in 2022. The lease receivables are netted with a deferred inflow of resources totaling \$15,614 in 2022.

The student accounts receivable are carried net of an allowance for doubtful accounts of \$334 in 2022 and \$301 in 2021.

Student loans receivable are carried net of an allowance for uncollectible UVM loans. The balances at June 30, 2022 and 2021 were \$254 and \$274, respectively. 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 \$2,850 for 2022 and \$3,530 for 2021. These amounts are included in non-current accrued liabilities.

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.

Accounts receivable from the UVMF and UMEA are \$10,281 in 2022 and \$6,242 in 2021 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 at June 30, 2022 and 2021 are summarized below:

| Accounts Payable and Current Accrued Liabilities | June 30, 2022 | June 30, 2021 |
|---|------------------|------------------|
| Interest | \$ 5,712 | \$ 5,856 |
| Construction retainage | 4,098 | 1,642 |
| Compensated absences | 24,266 | 23,349 |
| Insurance reserves | 20,047 | 20,621 |
| Compensation and benefits | 6,758 | 7,070 |
| Other | 14,182 | 11,043 |
| Accounts and pledges payable | 15,982 | 18,290 |
| TOTAL | \$ 91,045 | \$ 87,871 |

D. Capital and Right of Use Assets

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

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 moveable 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 building and components including fixed equipment for fiscal year 2022 is \$29,918 (\$29,551 in 2021). Moveable equipment, software systems, and land improvements depreciation expense is \$8,424 for 2022 (\$3,623 in 2021). Right of use asset amortization expense totaled \$1,157 in 2022.

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

The University is a lessee for various non-cancellable leases of primarily land and buildings. For leases with a maximum possible term of 12 months or less at commencement, the University recognized expense based on the provisions of the lease contract. For leases greater than 12 months, the University recognizes a lease liability (footnote E) and an intangible right of use lease asset. The lease asset is initially measured as the initial amount of the lease liability, less lease payments made at or before the lease commencement date, plus any initial direct costs ancillary to placing the

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

(dollars in thousands)

underlying asset into service, less any lease incentives received at or before the lease commencement date. Subsequently, the lease asset is amortized into amortization expense on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset. The lease liability is measured as the present value of lease payments over the lease term discounted using an incremental borrowing rate. The value of an option to terminate or extend the lease is reflected to the extent it is reasonably certain management will exercise the option. The University monitors changes in circumstances that may require remeasurement of a lease arrangement. When certain changes occur that are expected to significantly affect the amount of the lease liability, the liability is remeasured and a corresponding adjustment is made to the lease asset.

The University's net capital and right of use asset activity for the years ended June 30, 2022, and 2021 is summarized as follows:

| Fiscal Year 2022 | Balance as of June 30, 2021 | Additions | Retirements | Reclass/ Changes | Balance as of June 30, 2022 |
|---|--------------------------------|------------------|-----------------|---------------------|--------------------------------|
| Capital Assets: | | | | | |
| Land | \$ 29,044 | \$ - | \$ (471) | \$ (7,946) | \$ 20,627 |
| Land improvements | 11,738 | 468 | - | 7,946 | 20,152 |
| Buildings | 776,059 | 2,616 | (257) | 20,596 | 799,014 |
| Building service systems | 165,977 | 7,540 | - | - | 173,517 |
| Building interiors | 88,358 | 349 | - | 46 | 88,753 |
| Fixed equipment | 106,727 | 1,013 | - | - | 107,740 |
| Moveable equipment | 27,088 | 4,003 | (1,303) | 172 | 29,960 |
| Software systems | 31,891 | - | - | - | 31,891 |
| Construction in progress | 67,958 | 47,134 | - | (20,814) | 94,278 |
| Total capital assets | 1,304,840 | 63,123 | (2,031) | - | 1,365,932 |
| Less: accumulated depreciation | (590,756) | (38,342) | 1,388 | - | (627,710) |
| Capital assets, net | 714,084 | 24,781 | (643) | - | 738,222 |
| Right of use assets: | | | | | |
| Right of use assets | - | 4,523 | - | - | 4,523 |
| Less: accumulated amortization | - | (1,157) | - | - | (1,157) |
| Right of use assets, net | - | 3,366 | - | - | 3,366 |
| Total capital and right of use assets, net | \$ 714,084 | \$ 28,147 | \$ (643) | \$ - | \$ 741,588 |

ANNUAL FINANCIAL REPORT 2022

(dollars in thousands)

| Fiscal Year 2021 | Balance as of June 30, 2020 | Additions | Retirements | Reclass/ Changes | Balance as of June 30, 2021 |
|----------------------------------|--------------------------------|------------------|-----------------|---------------------|--------------------------------|
| Capital Assets: | | | | | |
| Land | \$ 29,044 | \$ | \$ | \$ | \$ 29,044 |
| Land improvements | 11,084 | 654 | | | 11,738 |
| Buildings | 768,099 | 4,129 | (484) | 4,315 | 776,059 |
| Building service systems | 160,978 | 3,508 | | 1,491 | 165,977 |
| Building interiors | 85,731 | 781 | | 1,846 | 88,358 |
| Fixed equipment | 117,582 | 218 | (11,443) | 370 | 106,727 |
| Moveable equipment | 39,079 | 1,028 | (13,975) | 956 | 27,088 |
| Software systems | 31,660 | 231 | | | 31,891 |
| Construction in progress | 43,417 | 33,519 | | (8,978) | 67,958 |
| Total capital assets | 1,286,674 | 44,068 | (25,902) | | 1,304,840 |
| Less: accumulated depreciation | (583,332) | (33,174) | 25,750 | | (590,756) |
| Total capital assets, net | \$ 703,342 | \$ 10,894 | \$ (152) | \$ | \$ 714,084 |

Key estimates and judgments include how the University determines the discount rate it uses to calculate the present value of the expected lease payments, the lease term, and the lease payments. The University generally uses its estimated incremental borrowing rate as the discount rate for leases unless the rate that the lessor charges is known. The University's incremental borrowing rate was determined from available debt instruments that carried similar dollar value and time periods to the lease portfolio.

The lease term includes the noncancellable period of the lease plus any periods covered by either a University or lessor unilateral option to extend for which it is reasonably certain to be exercised, or terminate for which it is reasonably certain to be exercised. Periods in which both the University and the lessor have an option to terminate are excluded from the lease term.

ANNUAL FINANCIAL REPORT 2022

(dollars in thousands)

E. Long-Term Debt

Debt obligations are generally callable by the University and bear interest at fixed rates ranging from 1.60% to 6.43%. The debt obligations mature at various dates through 2050.

Long term debt activity for the years ended June 30, 2022 and 2021 is summarized as follows:

| Bonds, Notes and Leases Payable | Beginning Balance | New Debt | Payments | Ending Balance | |
|---------------------------------|-------------------|-----------------|------------------|------------------|-------------------|
| | | | | Current | Non-Current |
| Fiscal Year 2022 | | | | | |
| General obligation bonds | | | | | |
| Series 2010A | \$ 9,000 | \$ | \$ | \$ | \$ 9,000 |
| Series 2012A (1) | 46,637 | | (13) | (13) | 46,663 |
| Series 2014A (2) | 65,608 | | 2,176 | 2,271 | 61,161 |
| Series 2015 (3) | 187,879 | | 2,884 | 3,014 | 181,981 |
| Series 2016 (4) | 70,031 | | 2,613 | 2,729 | 64,689 |
| Series 2017 (5) | 59,906 | | 2,584 | 2,698 | 54,624 |
| Series 2019A (6) | 45,338 | | 872 | 903 | 43,563 |
| Series 2019B (7) | 72,239 | | 2,290 | 2,381 | 67,568 |
| Series 2021 (note payable) | 13,635 | | 1,690 | 1,630 | 10,315 |
| Finance lease liability | 43 | 108 | 59 | 21 | 71 |
| Operating lease liability | | 4,522 | 1,099 | 1,193 | 2,230 |
| TOTAL | \$ 570,316 | \$ 4,630 | \$ 16,254 | \$ 16,827 | \$ 541,865 |

(1) This balance shown net of bond discount of \$210.

(2) This balance shown net of bond premium of \$4,673.

(3) This balance shown net of bond premium of \$7,560.

(4) This balance shown net of bond premium of \$9,107.

(5) This balance shown net of bond premium of \$8,143.

(6) This balance shown net of bond premium of \$7,420.

(7) This balance shown net of bond premium of \$13,534.

| Bonds, Notes and Leases Payable | Beginning Balance | New Debt | Payments | Ending Balance | |
|---------------------------------|-------------------|------------------|------------------|------------------|-------------------|
| | | | | Current | Non-Current |
| Fiscal Year 2021 | | | | | |
| General obligation bonds | | | | | |
| Series 2010A | \$ 9,000 | \$ | \$ | \$ | \$ 9,000 |
| Series 2010B | 15,142 | | 15,142 | | |
| Series 2012A (1) | 46,625 | | (12) | (13) | 46,650 |
| Series 2014A (2) | 67,694 | | 2,086 | 2,176 | 63,432 |
| Series 2015 (3) | 190,636 | | 2,757 | 2,884 | 184,995 |
| Series 2016 (4) | 73,284 | | 3,253 | 2,614 | 67,417 |
| Series 2017 (5) | 63,114 | | 3,208 | 2,583 | 57,323 |
| Series 2019A (6) | 46,187 | | 849 | 873 | 44,465 |
| Series 2019B (7) | 74,440 | | 2,201 | 2,290 | 69,949 |
| Series 2021 (note payable) | | 13,635 | | 1,690 | 11,945 |
| Finance lease liability | 140 | | 97 | 43 | |
| TOTAL | \$ 586,262 | \$ 13,635 | \$ 29,581 | \$ 15,140 | \$ 555,176 |

(1) This balance shown net of bond discount of \$223.

(2) This balance shown net of bond premium of \$4,984.

(3) This balance shown net of bond premium of \$7,888.

(4) This balance shown net of bond premium of \$9,536.

(5) This balance shown net of bond premium of \$8,526.

(6) This balance shown net of bond premium of \$7,703.

(7) This balance shown net of bond premium of \$14,049.

ANNUAL FINANCIAL REPORT 2022

(dollars in thousands)

In compliance with the University's various bond indentures, at June 30, 2022 the University has deposits with trustees of \$617 (\$11,714 in 2021) 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, notes and financing leases over the next five years and in subsequent five-year periods are presented in the table below:

| For the Fiscal Year Ending June 30 | Principal Due | Interest Due | Total Due |
|---|-------------------|-------------------|-------------------|
| 2023 | \$ 13,396 | \$ 22,497 | \$ 35,893 |
| 2024 | 14,021 | 21,868 | 35,889 |
| 2025 | 14,687 | 21,208 | 35,895 |
| 2026 | 15,382 | 20,514 | 35,896 |
| 2027 | 16,096 | 19,786 | 35,882 |
| 2028-2032 | 94,330 | 86,596 | 180,926 |
| 2033-2037 | 116,595 | 63,725 | 180,320 |
| 2038-2042 | 136,505 | 34,970 | 171,475 |
| 2043-2047 | 76,025 | 8,100 | 84,125 |
| 2048-2050 | 8,005 | 596 | 8,601 |
| TOTAL | \$ 505,042 | \$ 299,860 | \$ 804,902 |

Lease payments are evaluated by the University to determine if they should be included in the measurement of the operating lease liability. Outstanding commitments for operating leases are expected to be paid over the lease term. At June 30, 2022, the average operating lease term is approximately 10 years, with the farthest lease end date in 2027.

Variable and short-term lease payments are excluded from the measurement of the lease liability. Such amounts are recognized as lease expense in the period in which the obligation for those payments are incurred. The amounts recognized as outflows (expense) for variable and short-term lease payments not included in the measurement of the lease liabilities were \$3,710 and \$4,347 in 2022 and 2021, respectively.

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:

1. 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.
2. 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.
4. Asset-backed securities rated Aaa by Moody's Investor's Service, Inc. or AAA by Standard & Poor's Corporation.
5. 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.
7. 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.
8. 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 is summarized below:

| Cash and Cash Equivalents | June 30, 2022 | June 30, 2021 |
|------------------------------|-------------------|-------------------|
| Current | \$ 237,804 | \$ 218,290 |
| Endowment | 31,584 | 18,102 |
| TOTAL | \$ 269,388 | \$ 236,392 |

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

| Cash and Cash Equivalents | June 30, 2022 | June 30, 2021 |
|------------------------------|-------------------|-------------------|
| Cash | \$ 166,681 | \$ 136,052 |
| Money Markets | 102,707 | 100,340 |
| TOTAL | \$ 269,388 | \$ 236,392 |

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

(dollars in thousands)

The balance of cash held in bank deposit accounts was \$166,681 at June 30, 2022 and \$136,052 at June 30, 2021. Of these bank balances, \$647 in 2022 and \$658 in 2021 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 \$72,934. The University also has an irrevocable standby letter of credit of \$225,000 at June 30, 2022 and \$185,000 at June 30, 2021 through the Federal Home Loan Bank of Pittsburgh as collateral for the University's primary depository account and money market account that the University has never drawn on. The University has had a revolving line of credit of \$50,000 with TD Bank that has not been used. The maturity date is March 31, 2023.

Total operating investments of \$169,940 at June 30, 2022 and \$180,943 at June 30, 2021 were primarily made through commingled funds as described in footnote G.

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 non-current assets are replacement reserves designated for capital renovations. All other investments are reported as operating investments. A summary of investments is below:

| Investments | June 30, 2022 | June 30, 2021 |
|------------------------------------|-------------------|-------------------|
| Operating investments | \$ 169,940 | \$ 180,943 |
| Endowment investments | 461,862 | 497,741 |
| Investments for capital activities | 63,022 | 63,934 |
| TOTAL | \$ 694,824 | \$ 742,618 |

Deposits with trustees include \$7,229 in 2022 and \$8,416 in 2021 of assets held under deferred giving arrangements, \$1,138 in 2022 and \$1,181 in 2021 of investments in the waste disposal fund required by the EPA, and \$617 in 2022 and \$11,714 in 2021 of investments held by bond trustees.

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.

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

(dollars in thousands)

Investments measured at fair value or net asset value for the years ended June 30, 2022 and 2021 are summarized as follows:

| Fiscal Year 2022 | Level 1 | Level 2 | Level 3 | NAV | Total Investments |
|--|-------------------|-------------------|-----------------|-------------------|--------------------------|
| Investments: | | | | | |
| Public global equity | \$ 272,042 | \$ | \$ | \$ 85,095 | \$ 357,137 |
| Marketable alternatives | | | | 94,650 | 94,650 |
| Private investments | | | | 194,874 | 194,874 |
| Fixed income/debt | 51,515 | 148,219 | | 14,690 | 214,424 |
| Other | 550 | | 690 | | 1,240 |
| Cash and cash equivalents | 31,584 | | | | 31,584 |
| Subtotal investments | <u>\$ 355,691</u> | <u>\$ 148,219</u> | <u>\$ 690</u> | <u>\$ 389,309</u> | <u>\$ 893,909</u> |
| Less: UVM Foundation | | | | | <u>\$ (199,085)</u> |
| Total Investments | | | | | <u>\$ 694,824</u> |
| Deposits with Trustees at Fair Value: | | | | | |
| Beneficial interests in trusts | \$ | \$ | \$ 3,319 | \$ | \$ 3,319 |
| Public global equity | 28 | | | | 28 |
| Fixed income/debt | 348 | 4,356 | | | 4,704 |
| Cash and cash equivalents | 933 | | | | 933 |
| Total Deposits With Trustees: | <u>\$ 1,309</u> | <u>\$ 4,356</u> | <u>\$ 3,319</u> | <u>\$</u> | <u>\$ 8,984</u> |

ANNUAL FINANCIAL REPORT 2022

(dollars in thousands)

| Fiscal Year 2021 | Level 1 | Level 2 | Level 3 | NAV | Total Investments |
|--|------------------|-----------------|-----------------|-------------|-------------------|
| Investments: | | | | | |
| Public global equity | \$ 333,505 | \$ - | \$ - | \$ 64,343 | \$ 397,848 |
| Marketable alternatives | | | | 90,716 | 90,716 |
| Private investments | | | | 156,258 | 156,258 |
| Public real assets | | | | 2,951 | 2,951 |
| Fixed income/debt | 42,679 | 156,414 | | 16,680 | 215,773 |
| Other | 460 | | 772 | | 1,232 |
| Cash and cash equivalents | 18,102 | | | | 18,102 |
| Subtotal investments | \$ 394,746 | \$ 156,414 | \$ 772 | \$ 330,948 | \$ 882,880 |
| Less UVM Foundation | | | | | \$ (140,262) |
| Total Investments | | | | | \$ 742,618 |
| Deposits With Trustees at Fair Value: | | | | | |
| Beneficial interests in trusts | \$ - | \$ - | \$ 3,733 | \$ - | \$ 3,733 |
| Public global equity | 32 | | | | 32 |
| Fixed income/debt | 306 | 5,281 | | | 5,587 |
| Cash and cash equivalents | 11,959 | | | | 11,959 |
| Total Deposits With Trustees | \$ 12,297 | \$ 5,281 | \$ 3,733 | \$ - | \$ 21,311 |

Investment liquidity for the years ended June 30, 2022 and 2021 is summarized as follows:

| Fiscal Year 2022 | Daily | Monthly | Quarterly | Semi-Annual | Annual | Illiquid | Total | Redemption Notice Period |
|---------------------------|------------|------------|-----------|-------------|-----------|------------|-------------------|--------------------------|
| Investments: | | | | | | | | |
| Public global equity | \$ 193,467 | \$ 143,999 | \$ 19,671 | \$ - | \$ - | \$ - | \$ 357,137 | 1-90 days |
| Marketable alternatives | 16,990 | 8,599 | 37,268 | 11,445 | 12,429 | 7,919 | 94,650 | 1-90 days |
| Private investments | | | | | | 194,874 | 194,874 | Illiquid |
| Fixed income/debt | 199,734 | 14,690 | | | | | 214,424 | 1-30 days |
| Other | 550 | | | | | 690 | 1,240 | Same day, Illiquid |
| Cash and cash equivalents | 31,584 | | | | | | 31,584 | Same day |
| Subtotal investments | \$ 442,325 | \$ 167,288 | \$ 56,939 | \$ 11,445 | \$ 12,429 | \$ 203,483 | \$ 823,909 | |
| Less UVM Foundation | | | | | | | \$ (199,085) | |
| Total Investments | | | | | | | \$ 694,824 | |

| Fiscal Year 2021 | Daily | Monthly | Quarterly | Semi-Annual | Annual | Illiquid | Total | Redemption Notice Period |
|---------------------------|------------|------------|-----------|-------------|-----------|------------|-------------------|--------------------------|
| Investments: | | | | | | | | |
| Public global equity | \$ 201,415 | \$ 169,195 | \$ 27,238 | \$ - | \$ - | \$ - | \$ 397,848 | 1-90 days |
| Marketable alternatives | 14,109 | 7,342 | 37,799 | 12,360 | 13,306 | 5,800 | 90,716 | 1-90 days |
| Private investments | | | | | | 156,258 | 156,258 | Illiquid |
| Public real assets | | | | | | 2,951 | 2,951 | Illiquid |
| Fixed income/debt | 199,093 | 16,680 | | | | | 215,773 | 1-30 days |
| Other | 460 | | | | | 772 | 1,232 | Same day, Illiquid |
| Cash and cash equivalents | 16,311 | | 1,791 | | | | 18,102 | Same day |
| Subtotal investments | \$ 431,388 | \$ 193,217 | \$ 66,828 | \$ 12,360 | \$ 13,306 | \$ 165,781 | \$ 882,880 | |
| Less UVM Foundation | | | | | | | \$ (140,262) | |
| Total Investments | | | | | | | \$ 742,618 | |

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

(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: multi-strategy, distressed securities, global macro, open mandate, and long/short equity in global markets.

Private Investments - 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.

Public Real Assets – 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.

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

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

The fixed income/debt portfolio is composed of passive and active bond funds. The following shows the risk profiles at June 30, 2022 and 2021:

| Fixed Income Debt | Amount | Average Maturity/ Effective Duration | Govt/Agency | Credit Quality % | | | | |
|-------------------|------------|---|-------------|------------------|-----|----|-----|------|
| | | | | AAA | AA- | A | BBB | <BBB |
| 2022 | \$ 214,424 | 2.9/2.7 | 29 | 3 | 13 | 38 | 10 | 7 |
| 2021 | \$ 215,773 | 2.9/2.9 | 13 | 24 | 6 | 41 | 8 | 8 |

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 | FY22 | FY21 |
|--|--------------------|-------------------|
| Net interest, dividend, and other income | \$ 858 | \$ 3,986 |
| Realized gains | 63,426 | 55,864 |
| Unrealized gains/(losses) | (104,135) | 89,842 |
| Investment management fees | (1,485) | (1,610) |
| TOTAL | \$ (41,336) | \$ 148,082 |

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

(dollars in thousands)

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 5.50%. 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:

| Unaudited | June 30, 2022 | |
|-------------------------|---------------|----------|
| | Target % | Actual % |
| Public global equity | 45.0 | 48.5 |
| Marketable alternatives | 10.0 | 11.3 |
| Private investments | 35.0 | 26.8 |
| Fixed income/debt | 8.0 | 9.1 |
| Cash & cash equivalents | 2.0 | 4.3 |
| | June 30, 2021 | |
| | Target % | Actual % |
| Public global equity | 45.0 | 55.5 |
| Marketable alternatives | 10.0 | 10.9 |
| Private investments | 35.0 | 22.6 |
| Fixed income/debt | 8.0 | 8.4 |
| Cash & cash equivalents | 2.0 | 2.6 |

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 \$69.04), 5,225,5937 units were owned by endowment funds and 5,304,5281 units by quasi endowment funds at June 30, 2022 (\$76.62, 4,841.1382 and 4,354.7341 respectively, at June 30, 2021).

The University of Vermont Foundation (UVMF) participates in the UVM pooled endowment. The UVMF owned 2,883,7550 units with a market value of \$199,085 as of June 30, 2022 and 1,830,7242 units with a market value of \$140,262 as of June 30, 2021.

The Uniform Prudent Management of Institutional Funds Act (UPMIFA) requires the institution define an overall prudent approach both to distribution of funds for spending and long-term preservation and growth of capital. The University policy allows 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, 2022 | \$ 726,964 | \$ 611,026 | \$ 115,938 |
| June 30, 2021 | 704,546 | 477,167 | 227,379 |
| Unrealized net gain/(loss) | | | (111,441) |
| New gifts and transfers | | | 92,568 |
| Realized net gain | | | 62,233 |
| Net loss | | | (1,727) |
| Withdrawn for spending | | | (19,215) |
| Total Net Change | | | \$ 22,418 |
| | Fair Value | Cost | Net Change |
| June 30, 2021 | \$ 704,546 | \$ 477,167 | \$ 227,379 |
| June 30, 2020 | 538,147 | 425,817 | 112,330 |
| Unrealized net gain/(Loss) | | | 115,049 |
| New gifts and transfers | | | 14,838 |
| Realized net gain | | | 54,894 |
| Net loss | | | (598) |
| Withdrawn for spending | | | (17,784) |
| Total Net Change | | | \$ 166,399 |

I. Commitments

Major plant projects include commitments as follows:

| Unaudited | Estimated Project Cost | Project-to-Date Expenditures 2022 | Project-to-Date Expenditures 2021 |
|---------------------|------------------------|-----------------------------------|-----------------------------------|
| Project | | | |
| Firestone Medical | | | |
| Research Building | \$ 49,000 | \$ 39,605 | \$ 17,970 |
| Multipurpose Center | 95,000 | 63,050 | 43,065 |
| Hills Building | 32,000 | 2,717 | |

Obligations under lease agreements are detailed in note E.

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

(dollars in thousands)

The University is obligated under certain of its investments to make future capital contributions in the amount of \$75,841 as of June 30, 2022.

The University entered into agreements with the State of Vermont Department of Vermont Health Access in both 2022 and 2021, 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 \$13,164 and \$13,682 were made in 2022 and 2021, 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 2023, based on the four-year agreement entered into on June 24, 2021, the University will make quarterly payments to the State of Vermont Department of Vermont Health Access totaling \$13,205.

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 \$3,000 excess limit and the group purchase liability program that provides a \$22,000 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 \$2,344 in 2022 and \$3,301 in 2021; \$31 and \$500 of this is covered by excess insurance in 2022 and 2021, respectively. The University paid claims of \$2,531 in 2022 and \$2,698 in 2021. Reserves for property and casualty liabilities are included in accrued liabilities (including incurred but not reported) in the amount of \$20,047 at June 30, 2022 and \$20,621 at June 30, 2021.

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. Retirement Plans

Faculty, staff and post-doctoral employees 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 in 9-, 10-, 11-, or 12-month appointments must have a full-time equivalency of .75 or greater. These individuals may become eligible for UVM contributions;
- faculty, staff and post-doctoral employees with a 12-month appointment must have a full-time equivalency of .50 to .75 to be eligible to make contributions to UVM's 403(b) and 457(b) plans. These individuals are not eligible for UVM contributions;
- post-doctoral employees must have a full-time equivalency of .50 or greater to be eligible to make contributions to UVM's 403(b) and 457(b) plans. These individuals are not eligible for UVM contributions;
- non-represented staff, Staff United and United Electrical 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;
- staff represented by the Teamsters Union are eligible for the 10% UVM contribution after the successful completion of their probationary period;
- 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.

(dollars in thousands)

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, 2022 and 2021, the University had total payroll expense of \$314,069 and \$305,129, respectively, of which \$228,143 in 2022 and \$228,652 in 2021 was covered by the University's 403(b) retirement plan. Total employee and employer contributions for 403(b) pension benefits for the year were \$19,684 and \$22,814, respectively, for 2022 and \$19,496 and \$22,865, respectively, for 2021. 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 \$6,186 in fiscal year 2022 and \$6,143 in fiscal year 2021.

K. 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 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.

ANNUAL FINANCIAL REPORT 2022

(dollars in thousands)

At the valuation date of January 1, 2021, the following employees were covered by the benefit terms:

| | |
|-------------------------------------|--------------|
| Inactive employees or beneficiaries | |
| currently receiving benefits | 1,848 |
| Active employees | 4,016 |
| TOTAL | 5,864 |

2. Total OPEB Liability

The University's total OPEB liability of \$436,472 in 2022 and \$474,485 in 2021 was determined by an actuarial valuation as of January 1, 2021, and then projected forward to the measurement date of December 31, 2021 and December 31, 2020, respectively.

The total OPEB liability as of the December 31, 2021 measurement date was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

| | |
|------------------|-------|
| Inflation | 2.30% |
| Salary Increases | 3.00% |
| Discount Rate | 2.06% |

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

| | |
|----------------|---------------------------|
| Medical and Rx | 90% |
| Dental | 95% |
| Life Insurance | 95% |
| | 50% for disabled retirees |

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

| Benefit | Initial Rate | Ultimate Rate | Year Ultimate Rate is Reached |
|-----------------------|--------------|---------------|-------------------------------|
| VHP Pre-Medicare | 5.9% | 3.7% | 2074 |
| J Carve-Out Medicare | 0.0% | 3.7% | 2074 |
| MediComp III Medicare | 0.0% | 3.7% | 2074 |
| Dental | 7.9% | 3.7% | 2074 |
| Tuition Remission | 2.3% | 2.3% | 2021 |

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 2022 were based on the Pri-2012 Retiree/Employee Mortality Table projected with Projection Scale MP-2021 for healthy participants, Pri-2012 Contingent Survivor Table with Scale MP-2021 for current surviving spouses, and Pri-2012 Disabled Mortality Table projected with Projection Scale MP-2021 for disabled participants. The mortality rates for 2021 were based on the Pri-2012 Retiree/Employee Mortality Table

projected with Projection Scale MP-2020 for healthy participants, Pri-2012 Contingent Survivor Table with Scale MP-2020 for current surviving spouses, and Pri-2012 Disabled Mortality Table projected with Projection Scale MP-2020 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.

3. Changes in Total OPEB Liability

The following table represents changes in Total OPEB Liability for the year ended June 30, 2022 and 2021:

| Total OPEB Liability | Fiscal Year 2022 | Fiscal Year 2021 |
|--|-------------------|-------------------|
| Balance at the beginning of year | \$ 474,485 | \$ 530,031 |
| Changes for the year: | | |
| Service cost | 15,745 | 13,582 |
| Interest on total OPEB liability | 10,251 | 14,661 |
| Effect of economic/demographic gains or losses | (9,093) | (117,836) |
| Effect of assumption changes or inputs | (41,561) | \$1,272 |
| Benefit payments | (13,455) | (17,225) |
| Net changes | (38,113) | (55,546) |
| Balance at end of the year | \$ 436,372 | \$ 474,485 |

The effect of assumption changes or inputs resulted in a net decrease to the OPEB liability and is comprised of several factors. Declining coverage election numbers, estimated at \$27.3 million, and favorable medical and dental cost trends, estimated at \$20.3 million, decreased the liability by \$47.6 million. Projections in the new mortality scale, estimated at \$2.4 million, and the discount rate decreasing to 2.06% in FY22 from 2.12% in FY21, estimated at \$3.7 million, increased the liability by \$6.1 million.

The following tables present the total OPEB liability of the University, calculated using the discount rates of 2.06% in FY22 and 2.12% in FY21, 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.

| | 1% Decrease | Discount Rate | 1% Increase |
|-------------------------|----------------|----------------|----------------|
| Fiscal Year 2022 | (1.06%) | (2.06%) | (3.06%) |
| Total OPEB liability | \$ 506,193 | \$ 436,372 | \$ 379,904 |
| Fiscal Year 2021 | (1.12%) | (2.12%) | (3.12%) |
| Total OPEB liability | \$ 554,745 | \$ 474,485 | \$ 410,209 |

The following tables present the FY22 and FY21 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.

ANNUAL FINANCIAL REPORT 2022

(dollars in thousands)

| | | Current | |
|-------------------------|--------------------|-------------------|--------------------|
| <u>Fiscal Year 2022</u> | <u>1% Decrease</u> | <u>Trend Rate</u> | <u>1% Increase</u> |
| Total OPEB liability | \$ 371,706 | \$ 436,372 | \$ 518,167 |
| | | Current | |
| <u>Fiscal Year 2021</u> | <u>1% Decrease</u> | <u>Trend Rate</u> | <u>1% Increase</u> |
| Total OPEB liability | \$ 396,532 | \$ 474,485 | \$ 574,537 |

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, 2022 and 2021 is summarized as follows:

| OPEB Expense | FY22 | FY21 |
|---|-----------------|------------------|
| Service cost | \$ 15,745 | \$ 13,582 |
| Interest on total OPEB liability | 10,251 | 14,661 |
| Recognition of deferred outflows/inflows of resources | | |
| Recognition of economic/demographic gains or losses | (24,923) | (23,208) |
| Recognition of assumption changes or inputs | 1,319 | 9,161 |
| OPEB expense | \$ 2,392 | \$ 14,196 |

Deferred outflows and inflows of resources as of June 30, 2022 and 2021 are summarized as follows:

| | Deferred Inflows of Resources | Deferred Outflows of Resources |
|--|-------------------------------------|--------------------------------------|
| Fiscal Year 2022 | | |
| Difference between expected and actual experience | \$ (74,092) | \$ 4,399 |
| Changes of assumptions | (36,993) | 48,759 |
| Contributions after measurement period | | 4,944 |
| TOTAL | \$ (111,085) | \$ 58,102 |
| Fiscal Year 2021 | | |
| Difference between expected and actual experience | \$ (92,275) | \$ 6,753 |
| Changes of assumptions | (14,563) | 69,209 |
| Contributions after measurement period | | 8,511 |
| TOTAL | \$ (106,838) | \$ 84,473 |

Deferred outflows of resources resulting from contributions after the measurement period totaling \$4,944 and \$8,511 will be recognized as a reduction of the total OPEB liability in the year ended June 30, 2022 and June 30, 2021, 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:

| For the Fiscal Year Ending June 30 | OPEB Expense |
|---|--------------|
| 2023* | \$ (16,482) |
| 2024 | (13,573) |
| 2025 | (15,447) |
| 2026 | (9,557) |
| 2027 | (2,867) |
| Thereafter* | |
| * Note that additional future inflows and outflows of resources may impact these numbers. | |

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

(dollars in thousands)

L. Operating Expenses by Function

Operating expenses by functional classification for the years ended June 30, 2022 and 2021 are summarized as follows:

| Year ended June 30, 2022 | | | | | | |
|-------------------------------------|---------------------------------|-----------------------------|------------------|------------------------------------|-------------------|--|
| Function | Compensation And Benefits | Supplies And Services | Depreciation | Scholarships And Fellowships | Total | |
| Instruction | \$ 140,115 | \$ 18,917 | \$ - | \$ - | \$ 159,032 | |
| Research | 70,135 | 39,806 | - | - | 109,941 | |
| Public service | 44,061 | 14,448 | - | - | 58,509 | |
| Academic support | 61,286 | 13,560 | - | - | 74,846 | |
| Student services | 28,543 | 10,978 | - | - | 39,521 | |
| Institutional support | 37,928 | 12,531 | - | - | 50,459 | |
| Operations and maintenance of plant | 29,613 | 17,958 | - | - | 47,571 | |
| Scholarships and fellowships | - | - | - | 39,935 | 39,935 | |
| Auxiliary enterprises | 28,470 | 50,454 | - | - | 78,924 | |
| Depreciation | - | - | 39,499 | - | 39,499 | |
| TOTAL | \$ 440,151 | \$ 178,652 | \$ 39,499 | \$ 39,935 | \$ 698,237 | |
| Year ended June 30, 2021 | | | | | | |
| Function | Compensation And Benefits | Supplies And Services | Depreciation | Scholarships And Fellowships | Total | |
| Instruction | \$ 145,291 | \$ 14,893 | \$ - | \$ - | \$ 160,184 | |
| Research | 67,244 | 34,632 | - | - | 101,876 | |
| Public service | 48,456 | 18,285 | - | - | 66,741 | |
| Academic support | 60,616 | 14,342 | - | - | 74,958 | |
| Student services | 27,233 | 21,006 | - | - | 48,239 | |
| Institutional support | 34,238 | 10,655 | - | - | 44,893 | |
| Operations and maintenance of plant | 29,103 | 14,019 | - | - | 43,122 | |
| Scholarships and fellowships | - | - | - | 29,954 | 29,954 | |
| Auxiliary enterprises | 27,253 | 44,469 | - | - | 71,722 | |
| Depreciation | - | - | 33,174 | - | 33,174 | |
| TOTAL | \$ 439,434 | \$ 172,301 | \$ 33,174 | \$ 29,954 | \$ 674,863 | |

A N N U A L F I N A N C I A L R E P O R T 2 0 2 2

(dollars in thousands)

| Required Supplementary Information - Post Employment Benefits Schedule of Changes in the University's Total OPEB Liability and Related Ratios | | | | | |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|
| Total OPEB Liability | FY22 | FY21 | FY20 | FY19 | FY18 |
| Service cost | \$ 15,745 | \$ 13,582 | \$ 13,452 | \$ 15,645 | \$ 14,434 |
| Interest on total OPEB liability | 10,251 | 14,661 | 19,063 | 17,175 | 18,066 |
| Changes of benefit terms | | | | | |
| Effect of economic/demographic gains or (losses) | (9,093) | (117,836) | 9,862 | 1,395 | 847 |
| Effect of assumption changes or inputs | (41,561) | 51,272 | 45,175 | (48,429) | 4,085 |
| Benefit payments | (13,455) | (17,225) | (17,853) | (18,029) | (16,058) |
| Net change in total OPEB liability | (38,113) | (55,546) | 69,699 | (32,243) | 21,374 |
| Total OPEB liability beginning | 474,485 | 530,031 | 460,332 | 492,575 | 471,201 |
| Total OPEB liability ending | \$ 436,372 | \$ 474,485 | \$ 530,031 | \$ 460,332 | \$ 492,575 |
| Covered-employee payroll | \$ 259,184 | \$ 258,395 | \$ 258,395 | \$ 241,981 | \$ 241,981 |
| Total OPEB liability as a % of covered-employee payroll | 168.36% | 183.63% | 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:

| | |
|------|-------|
| 2022 | 2.06% |
| 2021 | 2.12% |
| 2020 | 2.74% |
| 2019 | 4.10% |
| 2018 | 3.44% |



The University of Vermont

UNIVERSITY FINANCIAL SERVICES
333 WATERMAN BUILDING
85 SOUTH PROSPECT STREET
BURLINGTON, VT 05405
802 656-2903 www.uvm.edu



The University of Vermont

UVM BOARD OF TRUSTEES

Members and Assignments

Revision state: **PUBLISHED**

Most recent revision: **Yes**

Board of Trustees Members



BARNHART, CYNTHIA (VICE CHAIR)

Self-Perpetuating Trustee

Term: March 2026

Committees:

ad hoc Labor Advisory Group (leader); Annual Review Subcommittee; Educational Policy & Institutional Resources Committee; Executive Committee (vice chair); University of Vermont Board

BERKES, OTTO G.



Self-Perpetuating Trustee

Term: March 2024

Committees:

Audit Committee; Educational Policy & Institutional Resources Committee; University of Vermont Board (vice chair);

Multipurpose Center Work Group



BREngle, SUSAN M.

Self-Perpetuating Trustee

Term: March 2028

Committees:

Budget, Finance & Investment Committee; Investment Subcommittee; University of Vermont Board

BRENNAN, ROBERT P., JR.

Self-Perpetuating Trustee

Term: March 2024



Committees:

Bond Work Group (leader); Budget, Finance & Investment Committee; Committee on Board Governance; Investment Subcommittee (chair); University of Vermont Board



BRIERE, KATELYNN, M.

Student Trustee
Term: March 2025

Committees:

Educational Policy & Institutional Resources Committee

CHRISTIE, KEVIN "COACH"

Legislative Trustee
Term: March 2025



Committees:

Budget, Finance & Investment Committee; Vermont Agricultural College Board



CIOFFI, FRANK J.

Gubernatorial Trustee

Term: March 2029

Committees:

Board Governance Work Group (leader); Committee on Board Governance (chair); Budget, Finance & Investment Committee; Executive Committee; Multipurpose Center Work Group

DINEEN, JOHN M.

Self-Perpetuating Trustee

Term: March 2026



Committees:

ad hoc Labor Advisory Group; Budget, Finance & Investment Committee (vice chair); University of Vermont Board (secretary)



DWYER, CAROLYN K.

Gubernatorial Trustee

Term: March 2025

Committees:

Board Governance Work Group; Committee on Board Governance (vice chair); Educational Policy & Institutional Resources Committee (chair); Executive Committee; Multipurpose Center Work Group

GARIMELLA, SURESH V. (PRESIDENT)

Term: ex officio



Committees:

ad hoc Labor Advisory Group; Budget, Finance & Investment Committee; Committee on Board Governance; Educational Policy & Institutional Resources Committee; Executive Committee



GOLDSTEIN, JODI H.

Self-Perpetuating Trustee
Term: March 2024

Committees:

Annual Review Subcommittee (vice chair); Audit Committee (vice chair); Committee on Board Governance; Educational Policy & Institutional Resources Committee (vice chair); University of Vermont Board (chair)

JEROME, STEPHANIE

Legislative Trustee
Term: March 2027



Committees:

Ad Hoc Labor Advisory Group; Educational Policy & Institutional Resources Committee; Vermont Agricultural College Board



LUMBRA, RON E. (CHAIR)

Self-Perpetuating Trustee

Term: March 2028

Committees:

Annual Review Subcommittee (chair); Board Governance Work Group (ex-officio); Executive Committee (chair); University of Vermont Board

MCCREE, DONALD H.

Self-Perpetuating Trustee

Term: March 2026



Committees:

Bond Work Group; Budget, Finance & Investment Committee (chair); Executive Committee; Investment Subcommittee (vice chair); University of Vermont Board; Multipurpose Center Work Group



NGUYEN, KENNY

Student Trustee
Term: March 2024

Committees:

Audit Committee; Committee on Board Governance; Budget, Finance & Investment Committee; Multipurpose Center Work Group

ODE, CAROL B.

Legislative Trustee
Term: March 2025



Committees:

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



PAGANO, ED

Gubernatorial Trustee

Term: March 2027

Committees:

Audit Committee; Budget, Finance & Investment Committee; Multipurpose Center Work Group (leader)

PISANELLI, KRISTINA, M.

Self-Perpetuating Trustee

Term: March 2028



Committees:

Annual Review Subcommittee; Audit Committee; Committee on Board Governance; Educational Policy & Institutional Resources Committee; University of Vermont Board; Multipurpose Center Work Group



PRIESTLEY, MONIQUE, E.

Legislative Trustee

Term: March 2029

Committees:

Educational Policy & Institutional Resources Committee; Vermont Agricultural College Board

ROGERS, LUCY, E.

Legislative Trustee

Term: March 2027



Committees:

Educational Policy & Institutional Resources Committee; Vermont Agricultural College Board



SCOTT, PHIL

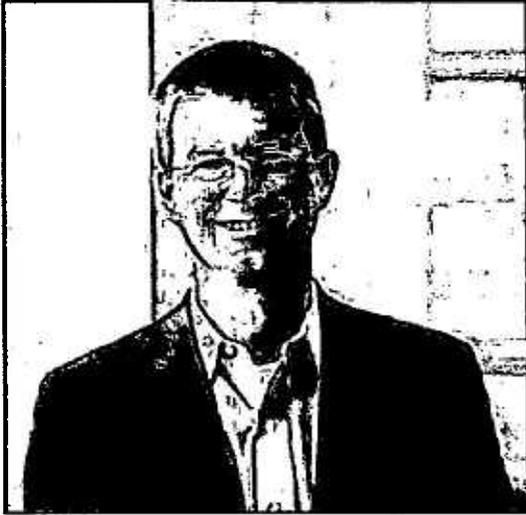
Governor of Vermont

Term: ex officio

SMITH, SHAPLEIGH, JR.

Legislative Trustee

Term: March 2029



Committees:

ad hoc Labor Advisory Group; Audit Committee (chair); Board Governance Work Group; Budget, Finance & Investment Committee; Executive Committee; Vermont Agricultural College Board (vice chair); Multipurpose Center Work Group



TOLENO, TRISTAN D.

Legislative Trustee
Term: March 2029

Committees:

Budget, Finance & Investment Committee; Vermont Agricultural College Board

TOLL, CATHERINE 'KITTY' (SECRETARY)

Legislative Trustee
Term: March 2027



Committees:

Audit; Bond Work Group; Budget, Finance & Investment Committee; Executive Committee; Vermont Agricultural College Board; Multipurpose Center Work Group



YOUNG, SAMUEL R.

Legislative Trustee

Term: March 2025

Committees:

Educational Policy & Institutional Resources Committee; Vermont Agricultural College Board

Mark Robinson

mark.robinson@its.uvm.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 University of Vermont, Instrumentation and Technical Services Department

- 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 Dragør, 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 Training 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 TECHNICAL 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 this Contract | Amount Paid from this Contract |
|---------------|--------------------------------------|----------|---------------------------|--------------------------------|
| Mark Robinson | Biomedical Equipment Tech Supervisor | \$65,554 | 1% | \$655 |
| Andrew Koval | Biomedical Equipment Technician | \$76,362 | 1% | \$763 |
| | | | | |
| | | | | |
| | | | | |