

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Champlain Medical Associates PLLC, with a principal place of business in South Burlington, VT (the "Contractor") that the contract between them originally dated as of October 31, 2022, Contract #42874, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term**. The Contract end date, wherever such reference appears in the Contract, shall be changed from October 31, 2024 to October 31, 2025 The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- II. **Attachment A. Scope of Services**. Section of Attachment A is amended by the deletion of the following requirements in this Amendment.

Section c and Section i. remove paragraphs in their entirety.

- III. **Attachment B. Payment Provisions**. Payment provisions are amended as follows:

Section 4 paragraph a.i.1.b PPD Testing, d is no longer available.

Section 4 paragraph

b. Onsite Audiometry Testing up for to 8 hours of testing and up to 120 audiometric screenings - \$2,400.00

c. Onsite Audiometry testing on up to 3 hours of testing and up to 46 audiometric screenings - \$1,600.00

e. Onsite Quantitative FIT testing per test for ½ and full masks - \$82.00

h. Online OSHA review via [www.oshareview.com](http://www.oshareview.com) - \$38.00

i. Paper OSHA review delivered to our facility - \$38.00

- IV. **Attachment C, Standard State Provisions for Contracts and Grants**. Attachment C is hereby deleted in its entirety and replaced as follows:

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Contract and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Contract. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

**Taxes Due to the State**. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 04, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**CHAMPLAIN MEDICAL ASSOCIATES PLLC**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch  
Commissioner - Buildings and  
General Services

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Champlain Medical, with a principal place of business in South Burlington, VT (the "Contractor") that the contract between them originally dated as of November 1, 2021, Contract # 42874, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$50,000.00 to \$100,000.00, representing of \$50,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from October 31, 2022 to October 31, 2024. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- III. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Section 4 of Attachment B is amended to change pricing of Audiometry Testing paragraph b and c.

- b. Over 3 hours: \$2000
- c. Under 3 hours: \$1400

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 03, all provisions of the Contract remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**CHAMPLAIN MEDICAL**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

**Title:** Commissioner - Buildings and  
General Services

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Champlain Medical, with a principal place of business in South Burlington, VT (the "Contractor") that the contract between them originally dated as of November 1, 2021, Contract # 42874, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:

Section 4 of Attachment B is amended by the addition of the following requirements as set forth below.

r. Individual Respiratory Physical Exam: \$118.00/each

s. Individual Spirometry: \$72.00/each

t. Individual Quantitative Mask Fit: \$82.00/each

u. Individual Initial Silica Evaluation including Respirator Physical Exam, Spirometry, Chest x-ray with B read and QuantiFERON lab: \$510.00/each

v. Individual Audiograms: \$77.00/each

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 02, all provisions of the Contract remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

The signatures of the undersigned indicate that each has read and agrees to be bound by this  
Amendment to the Contract.

**STATE OF VERMONT**

**CONTRACTOR NAME**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

**Title:** BGS Commissioner

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Champlain Medical, with a principal place of business in South Burlington, VT (the "Contractor") that the contract between them originally dated as of November 1, 2021, Contract #42874, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment A, Scope of Services**. The scope of services is amended as follows:

Attachment A is hereby deleted in its entirety and replaced as set in the attachment to this Amendment.

II. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:

Attachment B is hereby deleted in its entirety and replaced as set in the attachment to this Amendment.

Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

*[Remainder of Page Intentionally Left Blank]*

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**CHAMPLAIN MEDICAL**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** BGS Commissioner

**Name:** \_\_\_\_\_

**Title:** Jennifer M.V. Fitch

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide:

a. On Site Hearing Testing:

- i. All test shall be administered by Council Accreditation in Occupational Hearing Conservation (CAOHC) Certified professional.
  - ii. There is to be one dedicated technician for hearing testing per site/per visit.
  - iii. Contractor's education shall include all components mandated by OSHA & MSHA.
  - iv. Contractor's psychoacoustic test chamber shall have 4-inch composite walls engineered to OSHA, MSHA and ANSI requirements.
  - v. Contractor's equipment shall be calibration verified on a daily basis.
  - vi. Contractor shall have a climate-controlled test chamber for year-around comfort.
  - vii. Contractor shall have a management summary for program tracking.
  - viii. Contractor shall flag problem audiograms for appropriate follow-up (standard threshold shifts, confidentially to comply with 29CFR 1910.1020 per 1019.95m. ix. Contractor shall perform baseline audiograms.
  - x. Locations and date of site visits: Contractor shall be required to provide full day site visits to ten locations from the VT Agency of Transportation (AOT), other locations may be added for other departments throughout the State of Vermont. Contractor shall provide half day follow-up visits any location upon request from the Department or Agency having the testing done.
  - xi. On-site Testing Accommodations: Contractor shall provide the means for testing at various points with the State of Vermont. Testing staff must be fully trained. This means for testing utilized must accommodate reasonable needs for heat, lights and air conditioning or can be plugged into an electrical system on-site.
  - xii. Contractor shall submit reports to the Safety Officer of the Department or Agency having the testing done.
  - xiii. Contractor to assist in the development of a "Hearing Conversation Policy/Best Practice".
  - xiv. Evaluation of present and suggested hearing conservation "Personal Protective Equipment ("PPE")".
  - xv. Research on best possible location with regard to parking, noise, power hook-up etc. being discussed. No location will exceed 8 hr./128 person full day capacity.
- b. Fit Respirator Testing
- i. All test administered by ANSI/AIH Z88.10-2001 Standard.
  - ii. There is to be one dedicated technician for respiratory/fit testing per site/per visit.
  - iii. Contractor education to include all components mandated by OSHA & ANSI/AIHA.
  - iv. Contractor's equipment calibration verified on a delivery basis.

- v. Medical Clearance – to receive medical clearance for respirator use, each employee is required to complete OSHA Respirator Medical Evaluation Questionnaire, either electronic or paper, provided by vendor. Contractor's medical technician shall review each questionnaire with each employee to ensure the employee understands the question, to ensure the completeness of the questionnaire and to obtain pertinent information for the reviewing physician. Although not required by OSHA, Contractor shall conduct a spirometry test (Pulmonary Function Test (PFT) on each employee. Contractor's medical director shall review each questionnaire and determine in the employee is cleared for respiratory use or if he/she requires further examination by means of a physical exam.
  - vi. Most employees requiring fit testing have received medical clearance however we asked you put in a separate line quote for medical clearance in case it is needed for a new employ or employees being fit tested for the first time.
  - vii. Contractor shall have a climate-controlled test-environment for year-around comfort.
  - viii. Contractor shall have a management summary for program tracking.
  - ix. Respirator Fit Testing is an annual requirement under OSHA Respiratory Standard. Qualitative fit testing shall be conducted for half-masks, utilizing the Hood Method with Bitex. Quantitative fit testing (must comply with 29CFR1910.34) shall be recorded on a Fit Test Record Form or on a Medical Clearance form if the medical evaluation is also being conducted.
  - x. Approximately 6 styles of respirators are used (full face and ½ mask). Employees that require a respirator have a personal respirator (style vary by employee). List can be provided to the awarded contractor. xi. Contractor shall flag invalid fit test for appropriate follow-up (standard threshold shifts, ANSI/AIHA Z88. 10-2001 recordable, referrals, etc.)
  - xii. Contractor shall maintain fit testing history on each employee. Recordkeeping and employee confidentially to comply with 29CFR1910.1020 per 1910.134m. xiii. Locations and Dates of Site Visits: Contractor shall be required to provide a full day site visits to ten locations from the VT Agency of Transportation (AOT), other locations may be added for other departments throughout the State of Vermont. Contractor shall provide half day follow-up visits to any location upon request of the department.
  - xiv. Contractor evaluation of present and suggested PPE.
  - xv. Research on best possible location with regard to parking, noise, power hook-up etc. being discussed. No location will exceed the 8 hr/128 person fill day capacity.
- c. Respirator & Silica Medical Clearance Service
- i. Service shall be provided on-site for multi-function testing including X-Ray. Are to test a minimum of 30 employees in an 8 Hour period, subject to efficient scheduling and employee prices must be in accordance with all applicable OSHA/VOSHA requirements
- d. Health Questionnaire
- i. Paper or electronic questionnaires shall be sent to the client in advance of the scheduled test date to be completed by employees.
  - ii. Employees must submit completed questionnaires to the unit for the testing appointment.

- iii. The contractor's medical review staff shall comprehensively review the questionnaires in accordance with OSHA requirements.
- e. Height, Weight and Vitals
  - i. Contractor's Field Technicians shall collect screening data specifically in the areas of blood pressure, pulse, height and weight measurements are required by established testing protocols.
  - ii. Contractor's Medical Review staff shall review data. iii. Data shall be noted in each employee's record.
  - iv. Contractor's screens are conducted at the request of the employer and are not designed to replace employees' personal Physician.
  - v. Employees that exhibit abnormally high or low blood pressures shall be advised that they should follow-up with their Primary Care Physician to confirm test results and discuss additional medical follow-up if needed.
- f. Pulmonary Function Test (PFT)
  - i. Contractor's Technicians shall be NIOSH-certified to perform Pulmonary Function Testing (PFT).
  - ii. Contractor shall test and analyze employees' Forced Expiratory Volume and Forced Vital Capacity.
- g. Chest X-Ray with B-Reading
  - i. Contractor shall use modern X-ray processing methods to product diagnostic images with high resolution quality for readable images.
  - ii. Pursuant to the OSHA Silica Standard (CFR1926.1153). The PLHCP will be versed in the Contractor-specific protocols and testing procures required by the Contractor's Medical Director. All PLHCPs utilized by the Contractor shall be licensed in the State of Vermont.
- h. Physical Exam
  - i. Contractor shall provide a physician or other licensed health care professional herein both referred to as (PLHCP)to review the Vitals, PFT and completed respiratory questionnaire prior to conducting a physical.
  - ii. Examination specific to OSHA's Silica Stand (CFR 1926.1153). The PLHCP will be versed in the Contractor – specific protocols and testing procedures required by the Contractor's Medical Director. All PLHCPs utilized by the Contractor shall be licensed in the State of Vermont.
- i. TB Screening
  - i. A skin test shall be used as a screening technique to determine if a participant has a TB infection. The PLHCP shall administer the TB Screening with an initial test material injection on the participant's forearm. Within 72 hours, the participant shall be able to see if there has been a reaction to the test.
  - ii. The Contractor shall provide a form to the participant to document the reaction. Instructions are left with the client on how to gather all the results post initial injection and how to provide them to the Contractor for review.

j. Recordkeeping

- i. Contractor shall maintain fit test history on each employee. Recordkeeping and employee confidentiality shall comply with 29CFR10910.1020 per 1910.134m and Silica related record keeping outlined in 29CFR1926.1153.

k. Hepatitis B Shot Administration

- i. Per the Center for Disease Control, the [Advisory Committee on Immunization Practices \(ACIP\) recommends that the following employees should receive hepatitis B vaccination](#): Staff of facilities for people with developmental disabilities, correctional facility staff and health care and public safety personnel with reasonably anticipated risk for exposure to blood or blood-contaminated body fluids
- ii. The vaccination schedule most often used for adults is three intramuscular injections, the second and third doses administered at 1 and 6 months, respectively, after the first dose.
- iii. Contractor shall provide State employees with Hepatitis B (HBV) post-vaccination titer per 29 CFR 1910.1030(f)(1)(ii)(D) which takes into consideration the changing nature of medical treatment relating to hepatitis B. OSHA requires use of the U.S. Public Health Service (USPHS) guidelines current at the time of the evaluation or procedure. The hepatitis B vaccination must be given in the standard dose and through the standard route of administration, as recommended in the guidelines.
- iv. Employees must make an appointment and secure written authorization from employer for vaccination to be administered.
- v. Contractor must make appointments for employee to receive the series of three vaccinations and any necessary follow up appointments.
- vi. Employees who have ongoing contact with patients or blood and are at ongoing risk for percutaneous injuries must be tested for antibody to hepatitis B surface antigen, one to two months after the completion of the three-dose vaccination series. Employees who do not respond to the primary vaccination series must be revaccinated with a second three-dose vaccine series and retested. Non-responders to the second series must be medically evaluated.
- vii. Locations and date of site visits: Contractor shall be required to provide full day site visits to locations at the Vermont Psychiatric Hospital and Correctional Facilities in order to provide vaccinations. Other locations may be added for other departments throughout the State of Vermont. Contractor shall provide half day follow-up visits any location upon request from the Department or Agency having the vaccinations done.
- viii. Employees may have vaccinations administered at Contractor's medical facility.
- ix. The contractor shall provide an information sheet to the employee on the vaccination.
- x. The contractor shall provide a form to the employee to document the reaction to the vaccination. Instructions are left with the employee on how to gather all results post initial injection and how to provide them to the Contractor for review.

2. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
- b. Reports are due for each quarter as follows:

| Reporting Period         | Report Due |
|--------------------------|------------|
| January 1 to March 31    | April 30   |
| April 1 to June 30       | July 31    |
| July 1 to September 30   | October 31 |
| October 1 to December 31 | January 31 |

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
- d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to "Purchasing Entities," below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.

3. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.

4. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.

5. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

6. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows: e. **For the Contractor:**

Name: Beth Schiller AGNP, Executive Director  
Phone: 802-448-9370  
Mobile: 518-409-3535  
Email: beth@champlainmedical.com

- f. **For the State:**

Name: State of Vermont, Deb LaRose, State Purchasing Agent  
Address: 109 State Street, Montpelier, VT 05633-3001  
Phone: 802/828-4635  
Fax: 802/828-2222  
Email: Deborah.larose@vermont.gov

**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State.
  - a. On-Site Multiphasic for Silica and Respiratory compliance per 8 hr. day and includes Practitioner and any other technician to perform Evaluation - \$5,200.00
    - i. Includes the following:
      1. Spirometry
        - a. Respirator Physical for silica exposed personnel and based on OSHA review for personnel wearing masks
        - b. PPD testing which confirmation of result via phone/web within 48-72 hours post application for silica Exposure Personnel
        - c. Chest xray with B read at one of 5 statewide facilities for silica exposure personnel (up to 10/day)
      - b. Onsite Audiometry Testing for up to 8 hours of testing and up to 120 audiometric screenings - \$1,800.00
      - c. Onsite Audiometry testing for up to 3 hours of testing and up to 48 audiometric screenings - \$1,200.00
      - d. Onsite qualitative FIT test per test - \$50.00
      - e. Onsite Quantitative FIT testing per test for ½ and full masks - \$80.00
      - f. Additional Chest Xray beyond 10 per day each - \$150.00
      - g. Work readiness review - \$120.00
      - h. Online ODHS review via [www.oshareview.com](http://www.oshareview.com) - \$35.00
      - i. Paper OSHA review delivered to our facility - \$35.00
      - j. Physician Fee or PLHCP per day is included in above pricing.
      - k. Technician only – up to 8 hours of testing is included in pricing above.

- l. Equipment Shipment Fee – none.
  - m. PPD test included in above testing for Silica exposure individuals.
  - n. Chest Xray with B read included in daily fee up to 10/day.
  - o. OSHA Review Responses and FIT for duty paperwork will be available and pushed to Vermont State Personnel that need results via our HIPAA compliance employer portal.
  - p. Contractor requests historical audiometric data on all individuals at least 1 month prior to the initiation of screening to ensure prompt reporting of all potential STS charges.
  - q. Hepatitis B Shot Administration - \$100.00/shot
5. Contractor shall submit invoice(s) to the facility wetting up the scheduled visit.
  6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
  7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.



STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Champlain Medical, with a principal place of business in South Burlington, VT, (hereinafter called "Contractor"). Contractor's form of business organization is a corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of On Site Hearing & Fit Testing. Detailed requirements to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$50,000.00.
4. **Contract Term.** The period of contractor's performance shall begin on November 1, 2021 and end on October 31, 2023.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.
8. **Attachments.** This contract consists of 10 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By Champlain Medical

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jennifer Fitch - Commissioner

Name: \_\_\_\_\_

Title: Buildings & General Services

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide:

- a. On Site Hearing Testing:
  - i. All test shall be administered by Council Accreditation in Occupational Hearing Conservation (CAOHC) Certified professional.
  - ii. There is to be one dedicated technician for hearing testing per site/per visit.
  - iii. Contractor's education shall include all components mandated by OSHA & MSHA.
  - iv. Contractor's psychoacoustic test chamber shall have 4-inch composite walls engineered to OSHA, MSHA and ANSI requirements.
  - v. Contractor's equipment shall be calibration verified on a daily basis.
  - vi. Contractor shall have a climate-controlled test chamber for year-around comfort.
  - vii. Contractor shall have a management summary for program tracking.
  - viii. Contractor shall flag problem audiograms for appropriate follow-up (standard threshold shifts, confidentially to comply with 29CFR 1910.1020 per 1019.95m.
  - ix. Contractor shall perform baseline audiograms.
  - x. Locations and date of site visits: Contractor shall be required to provide full day site visits to ten locations from the VT Agency of Transportation (AOT), other locations may be added for other departments throughout the State of Vermont. Contractor shall provide half day follow-up visits any location upon request from the Department or Agency having the testing done.
  - xi. On-site Testing Accommodations: Contractor shall provide the means for testing at various points with the State of Vermont. Testing staff must be fully trained. This means for testing utilized must accommodate reasonable needs for heat, lights and air conditioning or can be plugged into an electrical system on-site.
  - xii. Contractor shall submit reports to the Safety Officer of the Department or Agency having the testing done.
  - xiii. Contractor to assist in the development of a "Hearing Conversation Policy/Best Practice".
  - xiv. Evaluation of present and suggested hearing conservation "Personal Protective Equipment ("PPE").
  - xv. Research on best possible location with regard to parking, noise, power hook-up etc. being discussed. No location will exceed 8 hr./128 person full day capacity.
- b. Fit Respirator Testing
  - i. All test administered by ANSI/AIH Z88.10-2001 Standard.
  - ii. There is to be one dedicated technician for respiratory/fit testing per site/per visit.
  - iii. Contractor education to include all components mandated by OSHA & ANSI/AIHA.
  - iv. Contractor's equipment calibration verified on a delivery basis.
  - v. Medical Clearance – to receive medical clearance for respirator use, each employee is required to complete OSHA Respirator Medical Evaluation Questionnaire, either electronic or paper, provided by vendor. Contractor's

medical technician shall review each questionnaire with each employee to ensure the employee understands the question, to ensure the completeness of the questionnaire and to obtain pertinent information for the reviewing physician. Although not required by OSHA, Contractor shall conduct a spirometry test (Pulmonary Function Test (PFT) on each employee. Contractor's medical director shall review each questionnaire and determine if the employee is cleared for respiratory use or if he/she requires further examination by means of a physical exam.

- vi. Most employees requiring fit testing have received medical clearance however we asked you put in a separate line quote for medical clearance in case it is needed for a new employ or employees being fit tested for the first time.
  - vii. Contractor shall have a climate-controlled test-environment for year-around comfort.
  - viii. Contractor shall have a management summary for program tracking.
  - ix. Respirator Fit Testing is an annual requirement under OSHA Respiratory Standard. Qualitative fit testing shall be conducted for half-masks, utilizing the Hood Method with Bitex. Quantitative fit testing (must comply with 29CFR1910.34) shall be recorded on a Fit Test Record Form or on a Medical Clearance form if the medical evaluation is also being conducted.
  - x. Approximately 6 styles of respirators are used (full face and ½ mask). Employees that require a respirator have a personal respirator (style vary by employee). List can be provided to the awarded contractor.
  - xi. Contractor shall flag invalid fit test for appropriate follow-up (standard threshold shifts, ANSI/AIHA Z88. 10-2001 recordable, referrals, etc.)
  - xii. Contractor shall maintain fit testing history on each employee. Recordkeeping and employee confidentially to comply with 29CFR1910.1020 per 1910.134m.
  - xiii. Locations and Dates of Site Visits: Contractor shall be required to provide a full day site visits to ten locations from the VT Agency of Transportation (AOT), other locations may be added for other departments throughout the State of Vermont. Contractor shall provide half day follow-up visits to any location upon request of the department.
  - xiv. Contractor evaluation of present and suggested PPE.
  - xv. Research on best possible location with regard to parking, noise, power hook-up etc. being discussed. No location will exceed the 8 hr/128 person fill day capacity.
- c. Respirator & Silica Medical Clearance Service
- i. Service shall be provided on-site for multi-function testing including X-Ray. Are to test a minimum of 30 employees in an 8 Hour period, subject to efficient scheduling and employee prices must be in accordance with all applicable OSHA/VOSHA requirements
- d. Health Questionnaire
- i. Paper or electronic questionnaires shall be sent to the client in advance of the scheduled test date to be completed by employees.
  - ii. Employees must submit completed questionnaires to the unit for the testing appointment.
  - iii. The contractor's medical review staff shall comprehensively review the questionnaires in accordance with OSHA requirements.

- e. Height, Weight and Vitals
  - i. Contractor's Field Technicians shall collect screening data specifically in the areas of blood pressure, pulse, height and weight measurements are required by established testing protocols.
  - ii. Contractor's Medical Review staff shall review data.
  - iii. Data shall be noted in each employee's record.
  - iv. Contractor's screens are conducted at the request of the employer and are not designed to replace employees' personal Physician.
  - v. Employees that exhibit abnormally high or low blood pressures shall be advised that they should follow-up with their Primary Care Physician to confirm test results and discuss additional medical follow-up if needed.
- f. Pulmonary Function Test (PFT)
  - i. Contractor's Technicians shall be NIOSH-certified to perform Pulmonary Function Testing (PFT).
  - ii. Contractor shall test and analyze employees' Forced Expiratory Volume and Forced Vital Capacity.
- g. Chest X-Ray with B-Reading
  - i. Contractor shall use modern X-ray processing methods to product diagnostic images with high resolution quality for readable images.
  - ii. Pursuant to the OSHA Silica Standard (CFR1926.1153). The PLHCP will be versed in the Contractor-specific protocols and testing procures required by the Contractor's Medical Director. All PLHCPs utilized by the Contractor shall be licensed in the State of Vermont.
- h. Physical Exam
  - i. Contractor shall provide a physician or other licensed health care professional herein both referred to as (PLHCP)to review the Vitals, PFT and completed respiratory questionnaire prior to conducting a physical.
  - ii. Examination specific to OSHA's Silica Stand (CFR 1926.1153). The PLHCP will be versed in the Contractor – specific protocols and testing procedures required by the Contractor's Medical Director. All PLHCPs utilized by the Contractor shall be licensed in the State of Vermont.
- i. TB Screening
  - i. A skin test shall be used as a screening technique to determine if a participant has a TB infection. The PLHCP shall administer the TB Screening with an initial test material injection on the participant's forearm. Within 72 hours, the participant shall be able to see if there has been a reaction to the test.
  - ii. The Contractor shall provide a form to the participant to document the reaction. Instructions are left with the client on how to gather all the results post initial injection and how to provide them to the Contractor for review.
- j. Recordkeeping
  - i. Contractor shall maintain fit test history on each employee. Recordkeeping and employee confidentially shall comply with 29CFR10910.1020 per 1910.134m and Silica related record keeping outlined in 29CFR1926.1153.

2. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
  - b. Reports are due for each quarter as follows:

| Reporting Period         | Report Due |
|--------------------------|------------|
| January 1 to March 31    | April 30   |
| April 1 to June 30       | July 31    |
| July 1 to September 30   | October 31 |
| October 1 to December 31 | January 31 |

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
  - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to "Purchasing Entities," below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
3. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
4. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
5. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

6. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

e. **For the Contractor:**

Name: Beth Schiller AGNP, Executive Director  
Phone: 802-448-9370  
Mobile: 518-409-3535  
Email: beth@champlainmedical.com

f. **For the State:**

Name: State of Vermont, Deb LaRose, State Purchasing Agent  
Address: 109 State Street, Montpelier, VT 05633-3001  
Phone: 802/828-4635  
Fax: 802/828-2222  
Email: Deborah.larose@vermont.gov

**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State.
  - a. On-Site Multiphasic for Silica and Respiratory compliance per 8 hr. day and includes Practitioner and any other technician to perform Evaluation - \$5,200.00
    - i. Includes the following:
      1. Spirometry
        - a. Respirator Physical for silica exposed personnel and based on OSHA review for personnel wearing masks
        - b. PPD testing which confirmation of result via phone/web within 48-72 hours post application for silica Exposure Personnel
        - c. Chest xray with B read at one of 5 statewide facilities for silica exposure personnel (up to 10/day)
      - b. Onsite Audiometry Testing for up to 8 hours of testing and up to 120 audiometric screenings - \$1,800.00
      - c. Onsite Audiometry testing for up to 3 hours of testing and up to 48 audiometric screenings - \$1,200.00
      - d. Onsite qualitative FIT test per test - \$50.00
      - e. Onsite Quantitative FIT testing per test for ½ and full masks - \$80.00
      - f. Additional Chest Xray beyond 10 per day each - \$150.00
      - g. Work readiness review - \$120.00
      - h. Online ODHS review via [www.oshareview.com](http://www.oshareview.com) - \$35.00
      - i. Paper OSHA review delivered to our facility - \$35.00
      - j. Physician Fee or PLHCP per day is included in above pricing.
      - k. Technician only – up to 8 hours of testing is included in pricing above.
      - l. Equipment Shipment Fee – non.
      - m. PPD test included in above testing for Silica exposure individuals.



- n. Chest Xray with B read included in daily fee up to 10/day.
  - o. OSHA Review Responses and FIT for duty paperwork will be available and pushed to Vermont State Personnel that need results via our HIPAA compliance employer portal.
  - p. Contractor requests historical audiometric data on all individuals at least 1 month prior to the initiation of screening to ensure prompt reporting of all potential STS charges.
5. Contractor shall submit invoice(s) to the facility wetting up the scheduled visit.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**