



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

October 17, 2014

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, to enter into an agreement with the University of New England dba UNE Research and Scholarship, Vendor #177125-B002, 11 Hills Beach Road, Biddeford, ME 04005, in an amount not to exceed \$299,659, to provide Chronic Disease Epidemiological Services to the Department, to be effective the date of Governor and Council approval through June 30, 2016. *100% Federal Funds*

Funds are available in the following account(s) for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, TOBACCO PREVENTION AND CONTROL PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90018000	50,000
SFY 2016	102-500731	Contracts for Prog Svc	90018000	50,000
			Sub Total	\$100,000

05-95-90-902010-2215 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ORAL HEALTH

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90002215	40,000
SFY 2016	102-500731	Contracts for Prog Svc	90002215	50,000
			Sub Total	\$90,000

05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY
 SERVICES, CANCER PREVENTION AND CONTROL PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90080181	25,000
SFY 2015	102-500731	Contracts for Prog Svc	90080083	9,673
			Sub Total	34,673
SFY 2016	102-500731	Contracts for Prog Svc	90080181	25,000
			Sub Total	25,000
			Total	\$59,673

05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY
 SERVICES, COMBINED CHRONIC DISEASE

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90017017	25,000
SFY 2016	102-500731	Contracts for Prog Svc	90017017	24,989
			Sub Total	\$49,986
			Total	\$299,659

EXPLANATION

Funds in this agreement will be used to provide Chronic Disease Epidemiological Services to help to advance population health in New Hampshire by promoting a research-based approach to the prevention and management of chronic disease, and to educate public health professionals in New Hampshire. These services will ensure that the Department is able to provide programs and services to the populations at increased risk for chronic diseases in New Hampshire.

Services will impact all individuals and communities in New Hampshire who are at risk for, or living with chronic diseases including heart disease, stroke, cancer, diabetes, oral disease and conditions related to tobacco use and obesity. The DHHS Chronic Disease Programs are focused on improving the health of all New Hampshire residents and these programs will enable individuals, families and communities to better prevent and manage the burden of chronic disease.

The Division is continuing to build infrastructure and capacity within the chronic disease programs to make data-driven decisions about public health programs and services in New Hampshire. Increasingly, programs are focused on identifying the populations at increased risk for developing chronic diseases and developing poor health outcomes. The Chronic Disease Epidemiological Services contractor will play a critical role in working with programs and health systems to further develop chronic disease surveillance datasets for informing decisions and monitoring program performance.

Chronic Disease Epidemiological Services enhance understanding about the determinants of chronic diseases in populations and how to intervene most effectively to reduce morbidity and mortality

due to chronic diseases. The services include analysis, interpretation and presentation of health data related to chronic diseases such as diabetes, heart disease, cancer, and their risk factors (e.g., tobacco and obesity). The services support the work of several chronic disease programs throughout the DHHS by providing the following:

- 1) developing study designs, questionnaires, and case definitions;
- 2) evaluating chronic disease programs;
- 3) locating or developing surveillance data systems and analyzing epidemiologic data sets;
- 4) providing state and national comparison data;
- 5) interpreting New Hampshire chronic disease and risk factor data;
- 6) conducting epidemiologic investigations and special studies of chronic diseases and chronic disease risk factors;
- 7) monitoring trends in chronic disease; and
- 8) publishing reports and web pages on chronic diseases and risk factors.

The results of this work will maximize positive impact on the population's health. In order to do this, the public health system must work in effective coordination. The chronic disease programs will develop a coordinated surveillance plan that outlines plans for addressing the needs of New Hampshire residents around chronic disease data. This plan will include information about maintaining and developing new data sources for chronic diseases and will outline a schedule for publications of data briefs and reports that will comprise a chronic disease data book. Ultimately, the chronic disease programs will be data-driven and focused on evidence-based interventions that will be population-based and/or target increased risk populations. The chronic disease programs in partnership with the Chronic Disease Epidemiological Services contractor will help to develop data systems to inform community organizations and individuals in NH about trends in risk factors and chronic disease.

Should Governor and Executive Council not authorize this Request, the Department may not have the necessary data to identify the populations at increased risk for developing chronic diseases and developing poor health outcomes, which may have a negative impact on the population's health.

University of New England dba UNE Research and Scholarship was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from April 18, 2014 through May 28, 2014.

Four proposals were received in response to the Request for Proposals. Six reviewers who work internal to the Department reviewed the proposals. The reviewers represent seasoned public health administrators and managers who have extensive experience managing agreements with vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals. The final decision was made through consensus scoring. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to extend for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the agreement:

- Percent of programs (i.e., oral health, cancer, tobacco, and combined coordinated chronic disease program) provided data analysis necessary to develop outcome targets.
- Percent of programs provided data and expertise for informing the public and policy makers about the impact of chronic disease.
- Percent of programs provided with indicators and data to measure performance for the development of evaluation plans.
- Percent satisfaction rate from program managers when surveyed at 6 and 12 months post agreement award.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Centers for Disease Control and Prevention.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



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

NH Chronic Disease Epidemiological Services

15-DHHS-DPHS-CDES-02

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. JSI Research and Training Institute, Inc. dba Community Health Institute

2. Market Decisions, LLC

3. University of New England

4. Westat

Maximum Points	Actual Points
180	137
180	92
180	158
180	116

1. Whitney Hammond, Administrator, 10 Years Experience
2. Donna Fleming, Administrator, 11 Years Experience
3. Karla Armenti, Senior Mgmt Analyst, 8 Years Experience
4. Marisa Lara, Program Mgr, 5 Years Experience
5. Dolores Cooper, Financial Manager, 34 Years Experience
6. Shelley Swanson, Administrator, 21 Years Experience

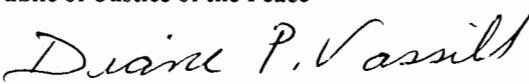
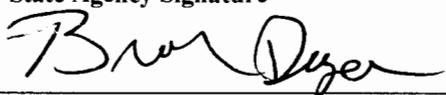
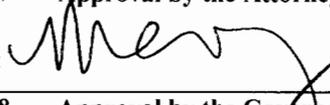
Subject: Chronic Disease Epidemiological Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name University of New England dba UNE Research and Scholarship		1.4 Contractor Address 11 Hills Beach Road Biddeford, ME 04005-9526	
1.5 Contractor Phone Number 207-221-4571	1.6 Account Number See Exhibit B for list of account numbers	1.7 Completion Date 06/30/2016	1.8 Price Limitation \$299,659
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nicholas D. Gere, Director of Research Administration	
1.13 Acknowledgement: State of Maine County of <u>York</u> On <u>10/14/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace DIANE P. VASSILL OFFICE MANAGER			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yopl - Attorney On: <u>11/3/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

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

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

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

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

Contractor Initials: MDJ
Date: 10/14/14

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 remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: mdg
Date: 10/14/14



Exhibit A

SCOPE OF SERVICES

1. Covered Populations and Services

The Chronic Disease Epidemiological Contractor will help to ensure that the DHHS is able to provide programs and services to the populations at increased risk for chronic diseases in New Hampshire. Services will impact all individuals and communities in New Hampshire who are at risk for, or living with chronic diseases including heart disease, stroke, cancer, diabetes, oral disease and conditions related to tobacco use and obesity. The DHHS Chronic Disease Programs are focused on improving the health of all New Hampshire residents and these programs will enable individuals, families and communities to better prevent and manage the burden of chronic disease.

2. Compliance Requirements

As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

3. Required Services

The Chronic Disease Epidemiological Services contractor will gather, analyze and report on chronic disease surveillance data and provide the chronic disease programs with ongoing **surveillance support**. Surveillance support will include the following:

- 1) Data collection and analysis of relevant surveillance and other health data from sources including the Behavioral Risk Surveillance Survey (BRFSS), the Youth Risk Behavior Survey (YRBS), Hospital Discharge Data, the All-Payer Claims Database and other data sources;
- 2) Producing surveillance reports, in partnership with chronic disease program staff, including updated burden reports, data briefs and data summaries included in grant applications;
- 3) Project-specific surveillance activities related to chronic diseases, risk factors and populations with increased risk for various conditions, such as the elderly and rural poor. Complete exploratory analyses and cross-tabulations to examine comorbidities;
- 4) design and implement health systems interventions evaluations, specifically through development of performance measures and tracking outcomes;
- 5) Provide consultation around development of program talking points for media and program health indicators to be included on the Division's Web-Based Interactive System for Direction and Outcome Measures (WISDOM). Work with chronic disease program staff to respond to data requests from the public;

MDY
Date 00/14/19



Exhibit A

- 6) head a surveillance team within the BPHCS that will provide comprehensive epidemiological support to all chronic disease programs and will coordinate projects between programs; and
- 7) Epidemiology needs assessment, goal prioritization and plan for stabilization of key health indicator data sources.

3.1. Specific surveillance support activities will include at a minimum:

Program Name	Deliverable Name
Comprehensive Cancer Control Program	Data brief: State Cancer Control Plan update
	Data brief: Cancer Disparities
Combined Chronic Disease "1305" (Diabetes, Obesity Prevention, and Cardiovascular Disease)	Data brief: Prediabetes in NH
	Data brief: burden of diabetes, obesity, and heart disease in NH
	Data book: diabetes, obesity, and cardiovascular disease
Oral Health Program	Data analysis & graph: Optimized fluoridation
	Data brief: on optimized fluoride in adjusted public water systems in NH
	Abstract: Senior Survey for National OH Conference (NOHC)
	Burden report: NH Oral Disease
	Data brief: 2014 NH School and Community-based OH programs
	Data brief – 2015 NH School and Community-based OH programs
Tobacco Prevention & Control Program	Data analysis – 2011-2013 BRFSS trend data for tobacco variables
	Data analysis – Crosstabs analysis for tobacco use and other variables (e.g., CVD, diabetes, Cancer, Oral Health)
	Data analysis – Analyze all payer claims when relative to fiscal impact of clinical decision-making and comparative effectiveness (CER) relative tobacco brief interventions such as the "5 As", NQF 0027; joint commission measures
	Data analysis - Youth Risk Behavior Survey (YRBS)
	Respond to requests to develop queries for NH Tobacco Helpline Data
	Develop query codes for NH PRAMS relative to improving the health of mothers and infants; specifically related to tobacco use.



Exhibit A

3.2. Specific evaluation support activities will include

The Chronic Disease Epidemiological Services contractor must provide the chronic disease programs with ongoing program evaluation support. Evaluation support will include the following:

- 1) Provide leadership and coordinate with a surveillance team to provide comprehensive epidemiological support to all chronic disease programs and will coordinate projects between programs;
- 2) Serve as the evaluation team lead for the NH Comprehensive Cancer Collaboration;
- 3) Provide ongoing evaluation technical assistance to chronic disease program staff related to evaluation activities and development of performance management indicators; and
- 4) Develop and provide oversight of the chronic disease surveillance plan.

Program Name	Deliverable Name
Breast & Cervical Cancer Program	Breast & Cervical- Year 3 Evaluation
Comprehensive Cancer Control Program	Comp Cancer -Year 3 Evaluation
Combined Chronic Disease "1305" (Diabetes, Obesity Prevention, and Cardiovascular Disease)	Program Evaluation
Comprehensive Cancer Control Program	Comp Cancer -Year 4 Evaluation
Breast & Cervical Cancer Program	Breast & Cervical-Breast & Cervical-Breast & Cervical-Year 4 Evaluation
Combined Chronic Disease "1305" (Diabetes, Obesity Prevention, and Cardiovascular Disease)	Program Evaluation
Tobacco Prevention & Control Program	TA for evaluation of Tobacco Free College Campuses

4. Delegation and Subcontractors

The Contractor must provide all services, either directly or through use of sub-contractor(s). If sub-contractor(s) are used, the contractor shall identify the name(s) of the sub-contractor(s); include the rationale and appropriateness of the sub-contractor(s) to be used, and indicate the terms of sub-contractor agreement(s). Use of sub-contractor(s) is subject to Division of Public Health Services approval prior to contract award and implementation, and Contractor must adhere to Exhibit C – Special Provisions, Section 19. Subcontractors.

5. Workplan, Reports and Monitoring

The Contractor must submit a proposed workplan that includes: inputs, activities, performance measures, and brief description of Quality Improvement process. Within 30 days of contract approval the contractor will coordinate with the Chronic Disease Prevention and Screening Section personnel to finalize the workplan.



Exhibit A

6. Performance Indicators/Measures

1. Percent of programs (i.e., oral health, cancer, tobacco, and combined coordinated chronic disease program) provided data analysis necessary to develop outcome targets.
2. Percent of programs provided data and expertise for informing the public and policy makers about the impact of chronic disease.
3. Percent of programs provided with indicators and data to measure performance for the development of evaluation plans.
4. Percent satisfaction rate from program managers when surveyed at 6 and 12 months post agreement award.

7. Staffing

The Contractor must provide staffing to fulfill the roles and responsibilities to support activities of this project. The Contractor must address the details to the following requirements to ensure adequate staffing is provided.

1. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion.
2. The Contractor shall ensure that all staff has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
3. The Contractor shall develop a Staffing Contingency Plan, after receiving contract award, including but not limited to:
 - a. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
 - b. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
 - c. Discussion of time frames necessary for obtaining replacements;
 - d. Contractor's capabilities to provide, in a timely manner, replacement staff with comparable experience; and
 - e. The method of bringing replacement staff up-to-date regarding the activities of this project.



Exhibit B

Method and Conditions Precedent to Payment

1) Funding Sources:

Service	Total Budget	State of NH Acct Numbers	Job Code	Funding Source	CFDA	FAIN
Diabetes, Heart Disease, Obesity and Associated Risk Factors	49,986	05-95-90-902010-1227-102-500731	90017017	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.757	U58DP004821
Tobacco Prevention and Control Program	100,000	05-95-90-902010-5608-102-500731	90018000	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.283	U58DP001979
Cancer Prevention and Control Programs	9,673	05-95-90-902010-5659-102-500731	90080083	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.283	U58DP003930
Cancer Prevention and Control Programs	50,000	05-95-90-902010-5659-102-500731	90080181	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.283	U58DP003930
Oral Health	90,000	05-95-90-902010-2215-102-500731	90002215	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.283	U58DP004911
TOTAL	299,659					

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

a. Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State no later than forty-five calendar days after the end of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than forty-five calendar days after the contract Completion Date.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

ndy



Exhibit B

b. The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

- 3) The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1 – SFY 2015 and Exhibit B-1 – SFY 2016 Budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.
- 4) This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
- 5) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
- 6) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 7) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- 8) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

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Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

University of New England dba UNE Research

Bidder/Contractor Name: and Scholarship

Budget Request for: Chronic Disease Epidemiological Services

(Name of RFP)

Budget Period: SFY 15 (Date of G&C Approval through 6/30/15)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 62,965.00	\$ 18,890.00	\$ 81,855.00	
2. Employee Benefits	\$ 13,988.00	\$ 4,196.00	\$ 18,184.00	
3. Consultants	\$ 31,680.00	\$ 9,504.00	\$ 41,184.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 700.00	\$ 210.00	\$ 910.00	
6. Travel	\$ 5,280.00	\$ 1,584.00	\$ 6,864.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 260.00	\$ 78.00	\$ 338.00	30% of Modified Total Direct Cost Base
Postage	\$ 260.00	\$ 78.00	\$ 338.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 115,133.00	\$ 34,540.00	\$ 149,673.00	

Indirect As A Percent of Direct

30.0%

Exhibit B-1 - Budget

Contractor Initials: MDY

Date: 10/14/14



SPECIAL PROVISIONS

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

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

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Handwritten initials in black ink, appearing to be 'ndg'.

Handwritten date in black ink, appearing to be '10/14/14'.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and umbrella liability coverage in the amount of \$1,000,000 per occurrence.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: University of New England dba UNE Research & Scholarship

10/14/14
Date

Name: Nicholas D. Gere
Title: Director of Research Administration

Contractor Initials ndg
Date 10/14/14



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: University of New England dba UNE Research & Scholarship

10/14/14
Date

Name: Nicholas D. Gere
Title: Director of Research Administration



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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: University of New England dba UNE Research & Scholarship

10/14/14
Date

Name: Nicholas D. Gere
Title: Director of Research Administration



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

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

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex

[Handwritten Signature]
10/14/14

New Hampshire Department of Health and Human Services
Exhibit G



against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name: University of New England dba UNE Research & Scholarship

10/14/14

Date

Name: Nicholas D. Gere

Title: Director of Research Administration

Contractor Initials ndg

Date 10/14/14



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: University of New England dba UNE Research & Scholarship

10/14/14

Date

Name: Nicholas D. Gere
Title: Director of Research Administration

Contractor Initials ndg

Date 10/14/14



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

rdg
10/14/14



Exhibit I

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

[Handwritten Signature]
10/14/14



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

ndy



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Svcs
The State

University of New England dba UNE Research & Scholarship

Brook Dupee
Signature of Authorized Representative

Name of the Contractor
Nicholas D. Gere
Signature of Authorized Representative

Brook Dupee
Name of Authorized Representative

Nicholas D. Gere
Name of Authorized Representative

Bureau Chief
Title of Authorized Representative

Director of Research Administration
Title of Authorized Representative

10/23/14
Date

10/14/14
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: University of New England dba UNE Research & Scholarship

10/14/14

Date

Name: Nicholas D. Gere
Title: Director of Research Administration

Contractor Initials

Date 10/14/14



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 071735252
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

mdh

10/14/14

State of New Hampshire
Department of State

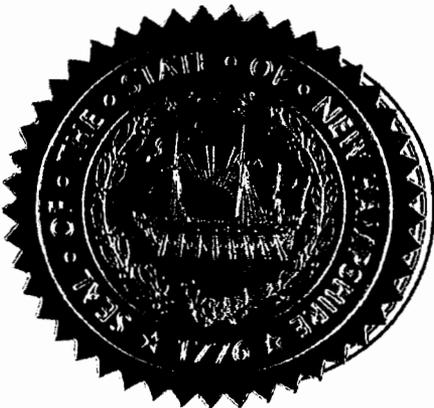
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that University of New England doing business in New Hampshire as UNE Research and Scholarship, a(n) Maine nonprofit corporation, registered to do business in New Hampshire on September 29, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of October, A.D. 2014



William M. Gardner
Secretary of State





UNIVERSITY OF NEW ENGLAND

Office of the President

Biddeford Campus
11 Hills Beach Road
Biddeford, ME 04005
(207) 602-2306 T
(207) 602-5953 F

Portland Campus
716 Stevens Avenue
Portland, ME 04103
(207) 221-4622 T
(207) 221-4624 F

Certificate of Vote

I, Sandra Goolden of the University of New England, do hereby certify that:

1. I am the duly elected Secretary of the Board of Trustees for the University of New England;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Trustees of the corporation, duly held on March 12, 2011;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with other entities.

RESOLVED: That the Vice President for Research, Dean of Graduate Studies, and Director of Research Administration are authorized to sign grant applications, awards and contracts for sponsored research and other sponsored activities on behalf of the University of New England, collectively or individually.

Nicholas D. Gere currently holds the position Director of Research Administration for this corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of October 15, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 15th day of October, 2014.

Sandra Goolden, Secretary

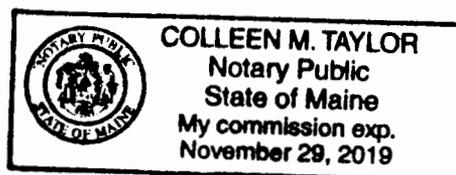
State of ME

County of Cumberland

The foregoing instrument was acknowledged before me this 15th day of October, 2014 by Sandra Goolden.

Notary Public/Justice of the Peace

My Commission Expires: Nov 29, 2019 #58313





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2014

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

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

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED University Of New England 11 Hills Beach Rd Biddeford, ME 04005	INSURER A: Catlin Insurance Company, Inc.	19518
	INSURER B: Hartford Insurance Company of the Midwest	37478
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W604482

REVISION NUMBER:

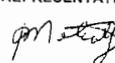
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CIC-ME-EPP-12749-002	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CIC-ME-BXL-12752-002	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 2,000,000	
	DED RETENTION \$							AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	08 WB CM9898	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

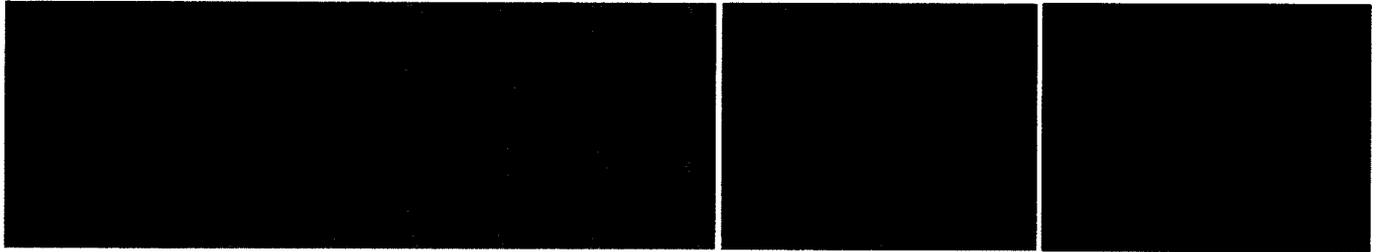
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Chronic Disease Epidemiological Services RFP #15-DHHS-DPHS-CDES-02.

CERTIFICATE HOLDER

CANCELLATION

Department of Health and Human Services Contracts and Procurement Unit 129 Pleasant St. Concord, NH 3301	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 

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FINANCIAL STATEMENTS

May 31, 2013 and 2012

With Independent Auditor's Report



UNIVERSITY OF NEW ENGLAND

INDEX

May 31, 2013 and 2012

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INDEPENDENT AUDITOR'S REPORT

The Board of Trustees
University of New England

We have audited the accompanying financial statements of the University of New England, which comprise the statements of financial position as of May 31, 2013 and 2012, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

The Board of Trustees
University of New England

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the University of New England as of May 31, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Bangor, Maine
September 25, 2013

UNIVERSITY OF NEW ENGLAND

Statements of Financial Position

May 31, 2013 and 2012

ASSETS

	<u>2013</u>	<u>2012</u>
Cash and cash equivalents	\$ 41,481,802	\$ 39,290,740
Accounts receivable, less allowance for doubtful accounts and contractual allowance of \$1,571,392 and \$2,131,583 in 2013 and 2012, respectively	3,722,344	3,377,555
Grants and contracts receivable	3,964,259	2,095,485
Prepaid expenses	1,147,097	1,516,010
Unconditional promises to give	3,291,351	5,444,434
Loans to students, less allowance for doubtful loans of \$868,298 and \$853,298 in 2013 and 2012, respectively	15,207,104	15,114,684
Investments	34,397,945	30,070,048
Cash held by bond trustee	4,809,605	5,701,241
Cash surrender value of life insurance	136,406	135,785
Bond issuance costs, net of amortization of \$276,048 and \$337,359 in 2013 and 2012, respectively	1,639,999	1,835,921
Property, plant and equipment		
Land and land improvements	11,530,106	11,118,628
Buildings and building improvements	208,231,625	185,484,541
Equipment and furnishings	26,212,448	22,804,781
Works of art	151,567	193,567
Construction in progress	<u>11,264,049</u>	<u>16,213,045</u>
	257,389,795	235,814,562
Less accumulated depreciation	<u>(73,960,006)</u>	<u>(66,609,011)</u>
Net property, plant and equipment	<u>183,429,789</u>	<u>169,205,551</u>
Total assets	<u>\$ 293,227,701</u>	<u>\$ 273,787,454</u>

LIABILITIES AND NET ASSETS

Liabilities		
Accounts payable	\$ 8,795,379	\$ 9,648,407
Accrued expenses	5,629,953	5,802,473
Accrued third party contractual obligation	2,572,901	2,572,901
Unearned tuition	8,113,619	7,251,975
Student deposits and credits	1,658,784	1,571,363
Deferred grants and contracts revenue	1,779,410	491,488
Refundable student loan programs	9,523,253	9,585,886
Asset retirement obligations	952,896	972,509
Bonds payable	106,785,078	110,948,042
Other notes payable	1,910,589	2,072,877
Capital leases	<u>79,113</u>	<u>111,512</u>
Total liabilities	<u>147,800,975</u>	<u>151,029,433</u>
Commitments and contingent liabilities (Notes 13 and 14)		
Net assets		
Unrestricted	112,444,205	92,692,588
Temporarily restricted	8,868,605	6,329,144
Permanently restricted	<u>24,113,916</u>	<u>23,736,289</u>
Total net assets	<u>145,426,726</u>	<u>122,758,021</u>
Total liabilities and net assets	<u>\$ 293,227,701</u>	<u>\$ 273,787,454</u>

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

UNIVERSITY OF NEW ENGLAND

Statement of Activities

Year Ended May 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Operating revenues				
Educational and general	\$ 141,451,124	\$ -	\$ -	\$ 141,451,124
Less scholarships	<u>(34,002,977)</u>	<u>-</u>	<u>-</u>	<u>(34,002,977)</u>
Net educational and general	107,448,147	-	-	107,448,147
Auxiliary enterprises	25,102,176	-	-	25,102,176
Gifts, grants and contracts	9,975,495	2,206,600	-	12,182,095
Endowment income availed	1,560,000	-	-	1,560,000
Investment income	163,495	-	-	163,495
Other income	<u>2,239,130</u>	<u>7,506</u>	<u>-</u>	<u>2,246,636</u>
Total operating revenues	146,488,443	2,214,106	-	148,702,549
Net assets released from restrictions for current operations	<u>3,452,407</u>	<u>(3,452,407)</u>	<u>-</u>	<u>-</u>
Total operating revenues and reclassifications	<u>149,940,850</u>	<u>(1,238,301)</u>	<u>-</u>	<u>148,702,549</u>
Expenses				
Instructional	54,334,561	-	-	54,334,561
Research	5,509,814	-	-	5,509,814
Public service	3,028,861	-	-	3,028,861
Academic support	11,988,420	-	-	11,988,420
Institutional support	18,591,312	-	-	18,591,312
Student services	16,412,535	-	-	16,412,535
Auxiliary services	20,531,883	-	-	20,531,883
Student aid	<u>1,755,527</u>	<u>-</u>	<u>-</u>	<u>1,755,527</u>
Total expenses	<u>132,152,913</u>	<u>-</u>	<u>-</u>	<u>132,152,913</u>
Change in net assets from current operations	<u>17,787,937</u>	<u>(1,238,301)</u>	<u>-</u>	<u>16,549,636</u>
Nonoperating revenues, gains and losses				
Gifts, grants and contracts	-	3,131,836	377,627	3,509,463
Investment gains (losses)	<u>(1,302,859)</u>	<u>3,912,465</u>	<u>-</u>	<u>2,609,606</u>
Total nonoperating revenues, gains and losses	(1,302,859)	7,044,301	377,627	6,119,069
Net assets released from restrictions for capital projects	<u>3,266,539</u>	<u>(3,266,539)</u>	<u>-</u>	<u>-</u>
Change in net assets from nonoperating activities	<u>1,963,680</u>	<u>3,777,762</u>	<u>377,627</u>	<u>6,119,069</u>
Total change in net assets	19,751,617	2,539,461	377,627	22,668,705
Net assets at beginning of year	<u>92,692,588</u>	<u>6,329,144</u>	<u>23,736,289</u>	<u>122,758,021</u>
Net assets at end of year	\$ <u>112,444,205</u>	\$ <u>8,868,605</u>	\$ <u>24,113,916</u>	\$ <u>145,426,726</u>

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

UNIVERSITY OF NEW ENGLAND

Statement of Activities

Year Ended May 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Operating revenues				
Educational and general	\$130,291,035	\$ -	\$ -	\$ 130,291,035
Less scholarships	<u>(32,121,868)</u>	<u>-</u>	<u>-</u>	<u>(32,121,868)</u>
Net educational and general	98,169,167	-	-	98,169,167
Auxiliary enterprises	27,520,701	-	-	27,520,701
Gifts, grants and contracts	9,287,798	1,607,742	-	10,895,540
Endowment income availed	1,520,000	-	-	1,520,000
Investment income	278,730	-	-	278,730
Other income	<u>834,074</u>	<u>3,142</u>	<u>-</u>	<u>837,216</u>
Total operating revenues	137,610,470	1,610,884	-	139,221,354
Net assets released from restrictions for current operations	<u>2,028,750</u>	<u>(2,028,750)</u>	<u>-</u>	<u>-</u>
Total operating revenues and reclassifications	<u>139,639,220</u>	<u>(417,866)</u>	<u>-</u>	<u>139,221,354</u>
Expenses				
Instructional	51,223,255	-	-	51,223,255
Research	6,067,893	-	-	6,067,893
Public service	1,894,202	-	-	1,894,202
Academic support	11,749,345	-	-	11,749,345
Institutional support	16,511,323	-	-	16,511,323
Student services	13,436,247	-	-	13,436,247
Health centers	7,326,968	-	-	7,326,968
Auxiliary services	17,624,540	-	-	17,624,540
Student aid	<u>1,608,272</u>	<u>-</u>	<u>-</u>	<u>1,608,272</u>
Total expenses	<u>127,442,045</u>	<u>-</u>	<u>-</u>	<u>127,442,045</u>
Change in net assets from current operations	<u>12,197,175</u>	<u>(417,866)</u>	<u>-</u>	<u>11,779,309</u>
Nonoperating revenues, gains and losses				
Gifts, grants and contracts	-	5,749,645	641,075	6,390,720
Investment losses	<u>(1,662,766)</u>	<u>(1,373,592)</u>	<u>-</u>	<u>(3,036,358)</u>
Total nonoperating revenues, gains and losses	(1,662,766)	4,376,053	641,075	3,354,362
Net assets released from restrictions for capital projects	<u>8,736,592</u>	<u>(8,736,592)</u>	<u>-</u>	<u>-</u>
Change in net assets from nonoperating activities	<u>7,073,826</u>	<u>(4,360,539)</u>	<u>641,075</u>	<u>3,354,362</u>
Change in net assets before refunding of bonds	19,271,001	(4,778,405)	641,075	15,133,671
Loss on refunding of bonds	<u>848,315</u>	<u>-</u>	<u>-</u>	<u>848,315</u>
Change in net assets after refunding of bonds	18,422,686	(4,778,405)	641,075	14,285,356
Net assets at beginning of year	<u>74,269,902</u>	<u>11,107,549</u>	<u>23,095,214</u>	<u>108,472,665</u>
Net assets at end of year	<u>\$ 92,692,588</u>	<u>\$ 6,329,144</u>	<u>\$ 23,736,289</u>	<u>\$ 122,758,021</u>

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

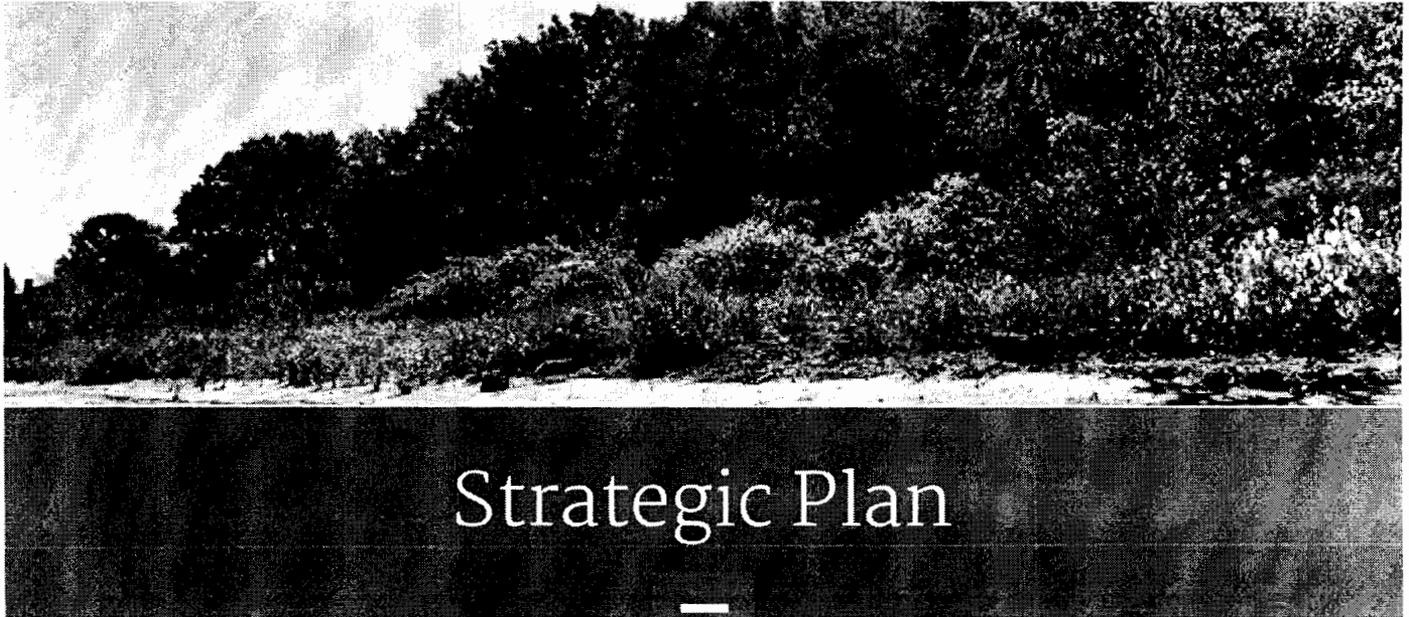
UNIVERSITY OF NEW ENGLAND

Statements of Cash Flows

Years Ended May 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities		
Change in net assets	\$ 22,668,705	\$ 14,285,356
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	7,364,538	6,650,409
Amortization	290,083	98,672
Loss (gain) on sale of property, plant and equipment	(1,317,459)	(80,004)
Accretion (amortization) of asset retirement obligation	(19,613)	(7,722)
Loss (gain) on refunding of debt	-	848,315
Changes to bad debt provisions and discounts on accounts receivable	(560,191)	77,362
Net realized and unrealized loss (gain) on investments	(4,075,112)	1,679,028
Contributions for capital projects and other long term purposes	(3,796,497)	(6,134,741)
Changes in operating assets and liabilities		
Accounts receivable	215,402	878,513
Prepaid expenses and other assets	368,913	7,995
Grants and contracts receivable	(807,216)	1,639,235
Unconditional promises to give	172,501	(120,529)
Cash surrender value of life insurance	(621)	(7,681)
Accounts payable	(853,028)	1,558,763
Accrued expenses	(172,520)	493,324
Unearned tuition	861,644	1,303,348
Student deposits and credits	87,421	184,320
Deferred grants and contracts revenue	<u>226,364</u>	<u>(366,995)</u>
Net cash provided by operating activities	<u>22,597,981</u>	<u>22,986,968</u>
Cash flows from investing activities		
Proceeds from sale of property, plant and equipment	1,382,602	83,800
Purchases of property, plant and equipment	(21,632,231)	(26,573,442)
Increase (decrease) in funds held by trustee for debt service	891,636	(875,819)
(Increase) decrease in cash classified as investments	(188,936)	614,563
Loans to students	(1,574,842)	(1,163,428)
Payments on student loans	1,482,422	1,530,559
Purchases of investments	(2,871,657)	(3,608,922)
Proceeds from maturities and sales of investments	<u>2,807,808</u>	<u>2,653,363</u>
Net cash used by investing activities	<u>(19,703,198)</u>	<u>(27,339,326)</u>
Cash flows from financing activities		
Net change in refundable student loan programs	(62,633)	(117,696)
Bond issuance costs paid	(94,161)	(268,234)
Repayments of capital leases	(54,087)	(65,815)
Contributions received for capital projects and other long term purposes	5,777,079	7,660,839
Repayment of long term debt	<u>(4,325,252)</u>	<u>(2,804,479)</u>
Net cash (used) provided by financing activities	<u>(703,721)</u>	<u>4,404,615</u>
Net increase in cash and cash equivalents	2,191,062	52,257
Cash and cash equivalents, beginning of year	<u>39,290,740</u>	<u>39,238,483</u>
Cash and cash equivalents, end of year	<u>\$ 41,481,802</u>	<u>\$ 39,290,740</u>
Supplemental disclosure		
Cash paid for interest	\$ 5,344,789	\$ 5,491,979
Supplemental noncash information		
Property, plant and equipment acquired through debt or lease financing	\$ 21,688	\$ 66,283
Refunding of bonds payable	10,327,246	21,679,469

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



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Mission and Core Values

Mission

The University of New England provides students with a highly integrated learning experience that promotes excellence through interdisciplinary collaboration and innovation in education, research, and service.

Core Values Statement

The University of New England values student-centered, multi-disciplinary and interdisciplinary programs that meet the highest ethical standards to achieve excellence in support of an integrative approach to the liberal arts, health and the environment, as well as scholarship and research.

Student Centered

- Personal contact with community
- Genuine personal relationships



UNIVERSITY OF NEW ENGLAND

	Trustee Name	First UNE Term applied to term limits adopted October 25, 1997	2nd Term applied or to be applied to term limits	3rd Term applied or to be applied to term limits	Anticipated term limit year	
	David J. Barber	May 2011 - May 2014				
	David M. Biondi, D.O. '85	June 2013 - May 2016				
	Rita R. Colwell, Ph.D., HON '09	May 2010 - May 2013	May 2013 - May 2016			
	Diane Collins Field '81 '85	Nov 2007 - May 2010	May 2010 - May 2013	May 2013 - May 2016	May 2019+	
	Grover C. Gilmore, Ph.D	June 2013 - May 2016				
		May 2011 - May 2014				
		June 2007 - May 2010	May 2010 - May 2013	May 2013 - May 2016	May 2016	
		Feb 2006 - May 2009	May 2009 - May 2012	May 2012 - May 2015	May 2015	
	Charles J. Kean, III, J.D., CPA	July 2006 - May 2009	May 2009 - May 2012	May 2012 - May 2015	May 2015	
	Joseph R. Kenneally, DMD '76	May 2011 - May 2014				
	Robert Leonard, D.O., '89	Mar 2007 - May 2010	May 2010 - May 2013	May 2013 - May 2016	May 2016	
	Daniel P. McCormack	Oct 2013 - May 2016				
	James Norwood, Jr.	Mar 2007 - May 2010	May 2010 - May 2013	May 2013 - May 2016	May 2016	
	Gary Palman, D.O.	Oct 2008 - May 2011	May 2011 - May 2014			
	Patricia J. Phillips, DO '85	May 2011 - May 2014				
	Richard M. Roderick	May 2011 - May 2014				
	Barbara Ross-Lee, DO, FACOFFP	May 2011 - May 2014				
	Melinda Small, Ph.D.	Oct 2008 - May 2011	May 2011 - May 2014			
	Gerald E. Talbot, Hon.	June 2007 - May 2010	May 2010 - May 2013	May 2013 - May 2016	May 2016	
	Cynthia J. Milliken Taylor	May 2010 - May 2013	May 2013 - May 2016			
	Michael A. Morel + (past Chair)	May 2002 - May 2005	May 2005 - May 2008	May 2008 - May 2011	May 2015	
	Jeannette Ives Erickson***	March 2014 - May 2015				
	Board Chair is eligible for one additional three year term as Past Chair at the conclusion of his or her term, in addition to time served as Chair.					
+	Denotes Westbrook College Assoc. Trustee, Elected Annually				Student Trustee	Term Dates
***	Denotes Westbrooke College Assoc. Trustee, Elected Annually				Aiden McParland '15	May 2014 - May 2015
	Blue denotes officers				Stephanie Podoloski, MPH, PA-'15	May 2014 - May 2015

Current Officers (2014-2015): Mark Doiron, Chair; Karin Gregory, Vice Chair; Sandi Gooldeen, Secretary; David Anderson, Treasurer; Danielle Ripich, President

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: University of New England

Name of Program: Division of Public Health Services Chronic Disease Epidemiological Services

BUDGET PERIOD: SFY 15				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Danielle Ripich	University President	\$481,291	0.00%	\$0.00
Nicole Trufant	University CFO	\$187,029	0.00%	\$0.00
Clay Graybeal	Director, SCPH	\$144,979	0.00%	\$0.00
Ruth Dufresne	Epi Team Leader	\$89,864	20.00%	\$17,972.80
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$17,972.80

BUDGET PERIOD: SFY 16				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Danielle Ripich	University President	\$490,916	0.00%	\$0.00
Nicole Trufant	University CFO	\$190,769	0.00%	\$0.00
Clay Graybeal	Director, SCPH	\$147,878	0.00%	\$0.00
Ruth Dufresne	Epi Team Leader	\$91,661	20.00%	\$18,332.26
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$18,332.26

Danielle Ripich

The University of New England
Office of the President
11 Hills Beach Road
Biddeford, ME 04005 www.une.edu

Email: dripich@une.edu
Phone: 207-602-2306
Fax: 207-602-5905

PRESENT POSITIONS

President	University of New England
President	Maine Independent College Association
President	Greater Portland Alliances of Colleges and Universities
Director	American Association of Schools of Allied Health
Board	Maine Campus Compact
Board	Maine Higher Education Council

PREVIOUS ACADEMIC POSITIONS

Dean and Professor	College of Health Professions, Medical University of South Carolina
Professor	College of Medicine Department of Neurology, Medical University of South Carolina
Associate Dean	College of Arts and Sciences Case Western Reserve University
Professor and Chair	Department of Communication Sciences, Case Western Reserve University
Assoc. Director	Center on Aging and Health Case Western Reserve University
Professor	College of Frances Payne Bolton School of Nursing, Case Western Reserve University
Instructor	Cleveland State University

EDUCATION

Certificate New Presidents Program	Harvard University	2006
Certificate, Professional Fellows Program	Weatherhead School of Management, CWRU	1995
Certificate, Management Development	Harvard University	1991
Ph.D., Speech Pathology	Kent State University	1982
M.A., Speech Pathology	Cleveland State University	1978
B.A., Speech Pathology	Cleveland State University	1977
	Denison University	1963-1966

ADMINISTRATIVE EXPERIENCE – UNIVERSITY LEVEL

University of New England: President 2006-present
President responsible for all aspects of university with annual budget of \$140M two campuses and one international program. Generated \$27M in cash reserves in three years. Commended by auditors for most rapid improvement in financial operations in their experience. Built four buildings (Biomedical Research, Science Classroom and Offices, Library Learning Center and Administration, College of Pharmacy). Began Pre-Pharmacy in 2007 and enrolling first Pharm. D class 2009. Secured Board approval to seek funding for College of Dental Medicine. Doubled Capital Deferred Maintenance budget. Improved benefits package. Began Men's Hockey Program as Club accepted into ECAC Winter 2009. Improved athletics record in Conference. Development significantly (50%) increased each year. Enrollment and retention increased each year. Hired new leadership team four Deans, first Provost, VP for Research, new VP Business and Finance and VP Advancement, new Director HR Director Communications, Director of Facilities

Medical University of South Carolina: Dean, College of Health Professions 1999-2006
Responsible for budget of \$14M. Inherited annual budget deficit of \$1.3M and turned to positive budget after one year. Built two new buildings and renovated original building for research.(self funded with no state money) and over seven years created revenue reserves of \$5M. Grew research from \$500K annually to \$5M. Gave every student a lap top. Initiated first capital campaign for college an raised \$3M in first year.

University Committee on Revenue Oversight	2005-2006
University Ad Hoc Committee on Development	
Co-Chair, Executive Dean of USC/MUSC School of Pharmacy Search Committee	2004-2005

Chair, Medical University of SC College of Nursing Dean Search Committee	2001-2002
President's Council	1999-2000
University Strategic Planning Project	2000
VP Finance and Administration Search Committee	2000

Case Western Reserve University:

Associate Dean, College of Arts and Sciences	1994-1999
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PROFESSIONAL MEMBERSHIPS

American Association of Higher Education	1994-present
American Association of University Women,	1990-present
Alzheimer's Disease and Related Disease Association	1982-present
American Speech and Hearing Association	1977-present
Gerontological Society of America	1987-present

GRANTS FUNDED (RECENT)

National Institute of Aging. Research Supplement for Underrepresented Minorities – SC Cooperative for Healthy Aging in Minority Populations. B. Tilley, Principal Investigator. D. Ripich, Mentor. 5/15/04 – 5/14/06.

National Institute of Nursing Research. Intensive Communication for Chronically Critically Ill. B. Daly, Principal Investigator, D. Ripich, Co- Investigator. Direct Project Costs: **\$1,825,000**. Funded 1/2005 – 12/2008.

Alzheimer's Disease Cooperative Study. A Randomized, Double-Blind, Placebo-Controlled Trial of Valproate to Attenuate the Progression of Alzheimer's Disease (AD). P. Tariot, Principal Investigator. D. Ripich, Consultant. Funded 6/1/2003-6/30/2006. Direct Project Costs: **\$800,000**

National Institutes of Health. SC Cooperative for Healthy Aging in Minority Populations. Tilley, B., Principal Investigator, D. Ripich, Investigator. Direct Project Costs: **\$3,849,527**. Funded: 2002

Department of Health and Human Services: Health Resources and Services Administration. South Carolina Geriatric Education Center Program. E. Forti, Principal Investigator. D. Ripich, Co-Investigator. Direct Project Costs: **\$1,221,144**. Funded 07/01/01 – 06/30/06.

National Institute on Deafness and Communicative Disorders Mentored Clinical Scientist Development Award. L. Turkstra, Principal Investigator. D. Ripich, Mentor. Direct Project Costs: **\$328,784**. Funded 9/1/97 - 8/31/02.

National Institutes of Health: National Institute of Aging. Informed Consent in Research Involving Human Participants. G. Sachs, Principal Investigator. D. Ripich, Consultant. Direct Project Costs: **\$788,000**. Funded 6/1/1997 - 5/31/2000.

PUBLICATIONS (RECENT)

Ripich, D.N., Horner, J., Norman, M.L. (2007) Dementia: Communication and Management. In A.F. Johnson & B.H. Jacobson (Eds.), *Medical Speech-Language Pathology: A Practitioner's Guide*. New York: Thieme.

Ripich, D.N., Horner, J., Norman, M.L. (2007) Dementia: Diagnostic Approaches and Current Taxonomies. In A.F. Johnson & B.H. Jacobson (Eds.), *Medical Speech-Language Pathology: A Practitioner's Guide*. New York: Thieme.

Ripich, D.N., Horner, J. (2007). Speech and Language Therapy for People with Dementia in the USA. *Communication Disability and Older Age Mental Health*. London: Whurr Publishers.

Ripich, D.N., Horner, J. (2004). The Neurodegenerative Dementias: Diagnoses and Interventions. *The ASHA Leader*, 9(8), 4-5:14.

Ripich, D. N., Fritsch, T., & Zioli, E. (2002). Everyday problem solving in African- and European-Americans: An exploratory study. *International Psychogeriatrics*, 14(1).

Ripich, D.N., Fritsch, T. & Zioli (2001). Everyday problem solving in African- and European-Americans: An exploratory study. *International Psychogeriatrics*, 13 (4).

Ripich, D.N., Fritsch, T., Zioli, E., Durand, E. (2000). Compensatory strategies in picture description across severity levels in Alzheimer's Disease: A longitudinal study. *Am. J. of Alzheimer's Disease*, 15 (4), 217-229.

Ripich, D.N., Carpenter, B. & Zioli, E. (2000). Conversational cohesion in men and women with Alzheimer's Disease: A longitudinal study. *International J. of Language and Communication Disorders*, 35(1), 49-65.

Nicole L. Labbe-Trufant, CPA

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EDUCATION:

New England College - Masters of Science in Management December 2008.
University of Southern Maine
Bachelor of Science Degree, Accounting, magna cum laude, 1993
Bachelor of Arts Degree, Sociology, magna cum laude, 1993

AFFILIATIONS:

American Institute of Certified Public Accountants
National Association of College and University Business Officers
National Association of College and University Research Administrators
Association of College and University Auditors

LICENSES:

Certified Public Accountant, Maine

EXPERIENCE:

University of New England, Biddeford, ME 1998-Present
Vice President for Fiscal Affairs August 2009 - Present

The Vice President for Fiscal Affairs serves as the Chief Financial & Administrative Officer of the University. The position is responsible for managing and overseeing finance, accounting, budgets, internal audit, contract manager for information technology services, student financial services (financial aid and student accounts), human resources and legal issues and contract review. The position serves as the liaison for the Finance Committee, Legal Affairs and Audit Committee and the Compensation Committee.

Associate Vice President of Fiscal Affairs May 2008 - August 2009

- Oversee the planning, implementing and reporting of the financial affairs of the University.
- Develop and implement a comprehensive set of fiscal plans and programs for the institution.
- Direct supervision of the Director of Financial Aid, Director of Financial Reporting and Analysis, Associate Director of Accounting, Payroll HRIS Manager, Director of University Budgeting
- Serve as the main contact for all legal affairs of the University.

Associate Controller/Director of Internal Audit February 1998 - May 2008

Associate Controller Responsibilities:

- Serve as liaison with external general counsel for legal matters involving the University.
- Project manager for all departments under the Vice President for Business and Finance.
- Substantially reduced significant audit adjustments through better financial controls.
- Participated in the successful conversion to the SunGard Banner-human resources module system without any interruption of human resources, payroll or accounting operations.
- Organized a new financial accounting department and recruited and trained four accountants.
- Coordinate external audit.
- Plan administrator of UNE's retirement plan.
- Assist in creation of year-end financial statements and required disclosures.
- Responsible for post-award grant and contract administration.
- Maintain and negotiate cash management relationship with our bank.
- Design, implement, and enforce internal accounting controls and procedures.

- Prepare the annual Federal tax return Form 990.
- Negotiate federal facilities and administrative cost rate with UNE's cognizant federal agency, (UNE is salary and waged based).
- Reorganized payroll department resulting in increased compliance and efficiency.
- Promoted December 2006 to report directly to the Vice President for Business and Finance.

Internal Audit Responsibilities

- Promoted July 2005 to report directly to the President on matters of internal audit and compliance.
- Prepare and present reports on internal audit and compliance to the Audit Committee and Legal Affairs Committee of the Board of Trustees.
- Completed three years of delayed reporting for the pension plan and kept it and other employee benefit plans current on a timely basis for more than 5,000 employees.
- Work with the University's external auditors to prepare A133 audit report. Explain audit report and any findings to the Board of Trustees Audit Committee. Current year's budget is \$100+ million.
- Conduct periodic internal audits to determine if business units were following company policies and procedures. Assessed non-financial units internal control structure. Performed financial audits in addition to the company's independent CPA staff.
- Confer regularly with external consultants and attorneys.
- Review interim financial statements for Board of Trustees Finance Committee.
- Designed and coordinated external auditor selection process. Hired new audit firm for fiscal year ended May 31, 2007. Previous external audit firm had audited UNE for 22 years.

Other

- Interim Director of Human Resource September 2006 - May 2007.

University Committees

- Administrative Information Services Committee
- Record Retention Committee
- Search Committee for Director of Sponsored Programs
- Search Committee for Director of Human Resources (chair)
- Plan Administrator Committee
- Personal Information Protection Committee (co-chair)

Maine Turnpike Authority, Westbrook, ME 1996-1998

Senior Accountant

Prepared general ledger reconciliations.

Prepared documentation external auditors requested.

Developed accounting policies and procedures for the Transpass system.

- Developed internal controls for the Transpass system (automated toll collection system).
- Recruited and trained four professional staff to run Transpass departments.
- Assisted in the preparation of a \$50 million bond issue.
- Managed customer service department.

Albin Randall & Bennett, CPA's, Portland, Maine 1993 - 1996

Senior Accountant

Performed audits for small to medium-sized privately owned companies in manufacturing and retail industries. Audited pension and profit sharing plans. Audited non-profit organizations. During this period, fulfilled professional experience that led to CPA certification in Maine.

- Managed small- to medium-sized audits during the second year.
- Promoted from staff accountant to senior accountant after one year of employment.
- Prepared tax returns for corporations, partnerships, non-profit organizations, foundations and individuals.

Clay Graybeal

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EDUCATION & TRAINING:

Ph.D., 1990, Rutgers University Graduate School of Social Work
M.S.W., 1981, Fordham University Graduate School of Social Service
B.A., 1977, Ohio University, Summa Cum Laude, Major: Sociology

PROFESSIONAL EXPERIENCE:

UNIVERSITY OF NEW ENGLAND, Westbrook College of Health Professions
Portland & Biddeford, ME

Interim Director, School of Community and Population Health – Jan 1, 2014 - present
Responsible for oversight and management of School, including the MPH program, research, practice, training, and workforce development.

Associate Dean for Academic Affairs – January, 2008 - present
Responsible for program development, faculty development, academic affairs and policies, strategic planning, and student concerns in graduate programs including nurse anesthesia, occupational therapy, physical therapy, physician assistant, social work, and public health. Fulfill other administrative responsibilities as needed in the absence of the dean.

Interim Director, School of Social Work – June 1, 2012 – July 1, 2013
Responsible for oversight and management of School, including both campus-based and on-line options. Strategic planning, outreach and recruitment, budget, personnel, curriculum, accreditation, and all other related duties. Doubled campus-based enrollment within one year, and facilitated transition to permanent director.

Recent University and College Committees:

Committee for Tribal and Community Relations, 2013-present
UNE Capital Campaign, 2013 - present
College of Pharmacy Accreditation Committee, 2010- 2013
Behavioral Risk Assessment Team, 2008- present
Search Committee, Associate Dean – Biomedical Sciences, COM, 2010-2012
Search Committee, Dean, College of Arts and Sciences, 2010
Search Committee, Dean, College of Osteopathic Medicine, 2009

SCHOLARSHIP:

Selected Recent Publications:

Graybeal, C., (2014). The art of practicing with evidence. *Clinical Social Work Journal*, (accepted for upcoming special issue on evidence-based practice).

Graybeal, C., Long, R., Scalise-Smith, D., & Zeibig, E. (2010). The art and science of interprofessional education. *Journal of Allied Health*, 39(1), pp. 232-237

Graybeal, C. & Cohen Konrad, S. (2008) Strengths-based risk assessments: Concepts, contradictions, and cumulative benefits. *In Contemporary Risk Assessment in Child Protection*, Martin Calder, ed., pp. 185-197

Graybeal, C. (2007). Evidence for the art of social work. *Families in Society*, 88(4), pp.513-523

Graybeal, C. (2001) Strengths-based social work assessment: Transforming the dominant paradigm. *Families in Society*, 82(2), pp.233-242

Selected Presentations:

Interprofessional Education: Making it Work, with Peter Dane, American Association of Colleges of Osteopathic Medicine Annual Meeting, Baltimore, MD April 12-15, 2011

Is Evidence-Based Practice Being Oversold in Social Work Education?, with Allen Rubin, Eileen Gambrell, Craig LeCroy, and Danielle Parrish, Council on Social Work Education Annual Program Meeting, Portland, OR, October 14-17, 2010

Revisioning the next step: A collaborative process for building and promoting an interprofessional education infrastructure for transformative learning, with Shelley Cohen Konrad, Interprofessional Care for the 21st Century: Redefining Education and Practice, Philadelphia, PA, March 13, 2010

AFFILIATIONS AND OTHER PROFESSIONAL ACTIVITIES:

Association of Schools of Allied Health Professions

Maine Public Health Association

American Public Health Association

Association of Schools and Programs in Public Health

Licensed Clinical Social Worker - Maine, 1989-present

BOT Member, Add Verb Productions, 2008 – 2010

**Key Administrative Personnel
NH Department of Health and Human Services**

Contractor Name: University of New England

Name of Program: Division of Public Health Services Chronic Disease Epidemiological Services

Ruth Dufresne, SM

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Education

MS 1994 Master of Science, Harvard School Of Public Health, Boston, Massachusetts.
BA 1988 Bachelor of Science (Summa cum laude), University Of Maine At Farmington,
Farmington, Maine.

Professional Experience

The School of Community and Population Health 2010 to Present
The University of New England
Research Associate/Adjunct Faculty

- Epi Team Leader for the NH DHHS Chronic Disease Epidemiology Services contract.
- Lead Evaluator for the Partnership for a Tobacco-Free Maine Evaluation contract
 - Responsible for overall management of contracts
 - Design and implement an overarching evaluation plan of a complex, statewide public health program that includes process, short term, intermediate, and long term outcomes, program infrastructure and management goals
 - Determine measurable objectives based on state and federal goals and program requirements
 - Review data collections systems and ensure that data systems are in place to track and measure progress toward objectives and outcomes
 - Assist in the analysis of evaluation questions using complex data sets (BRFSS, YRBSS, MIYHS, administrative and qualitative data)
 - Attend state and national meetings as required
 - Develop a plan to involve stakeholders, including program staff, in the evaluation process and describe how the evaluation results will be shared
 - Communicates effectively on project and administrative issues
 - Produce reports for state and national distribution and presents project findings to a variety of lay and scientific audiences

RMD Consulting, Inc, 2003 to 2010
President

Consulting for the *Maine Center for Public Health* as the lead evaluator for the Cardiovascular Health Program and Diabetes Prevention and Control Program, Maine Center for Disease Control and Prevention, Department of Health and Human Services. Responsibilities:

- Developed and implemented comprehensive program evaluation plans for two chronic disease prevention and control programs
- Conducted qualitative and quantitative evaluation of priority area program interventions
- Communicated results verbally and in writing to funders and interested parties

Consulted for the *Cardiovascular Health Program, Maine Center for Disease Control and Prevention, Department of Health and Human Services* on evaluation and strategic planning.

Achievements:

- Developed, in collaboration with the Program, a grant application that was successfully funded
- Facilitated and collaborated in the completion of a five year strategic plan for cardiovascular health in Maine

Consulted for the *University of Southern Maine, Muskie School of Public Service, Maine Nutrition Network*: Provided ongoing planning and evaluation expertise to the Network.

- Developed, implemented and evaluated the healthy eating peer support initiative with Maine's Tribal Nations.
- Assisted nutritionists and health educators serving Maine Native Americans in conducting needs assessments.
- Assisted the Maine Nutrition Network and partners to develop new and enhanced initiatives with Maine Native Americans.

Public Health Consultant

1998 to 2003

Provided ongoing evaluation expertise:

- Developed telephone and mail survey instruments to evaluate projects
- Directed data analyses
- Completed written data reports and presented results to professionals
- Developed an evaluation plan for a social marketing adult education campaign.

Provided ongoing evaluation and epidemiology expertise:

- Strategic plan facilitation and writing for chronic disease prevention programs
- Epidemiology and surveillance – developed data sheets
- Grant writing – assisted with the development of grant proposals
- Training and Professional Development – conducted a series of evaluation workshops for public health professionals.
- Conducted evaluations of community coalition efforts to improve health and reduce chronic disease risk.

Publications or Presentations

Ruth Dufresne, SM; Nathan Morse, Troy Fullmer, Elizabeth Foley (2012). Systems Changes Increase Referrals, Use of Self-Management Program, and Short-Term Health Outcomes to Prevent Diabetes. Poster presentation at 140th APHA Annual Conference. San Francisco, CA.

Ruth Dufresne, SM; Danielle Louder, BS; Sara L. Huston, PhD (2011). Implementation and evaluation of the Maine HeartSafe Communities Initiative. Oral presentation at 139th APHA Annual Conference. Washington, DC.