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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4501 1-800-852-3345 Ext. 4501  
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Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

May 20, 2015

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, to enter into a **sole source** agreement with University of Massachusetts (Vendor #177576-B008), 305 South Street, Jamaica Plain, MA 02130-3597, in an amount not to exceed \$2,799,650 to provide newborn screening laboratory services for the state of New Hampshire, to be effective July 1, 2015, or date of Governor and Council approval, whichever is later, through June 30, 2018. 100% Other Funds.

Funds are anticipated to be available in SFY 2016, SFY 2017 and SFY 2018, 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.

05-95-90-902010-5240 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, NEWBORN SCREENING REVOLING FUND

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2016	102-500731	Contracts for Prog Svc	90080013	906,341
SFY 2017	102-500731	Contracts for Prog Svc	90080013	932,955
SFY 2018	102-500731	Contracts for Prog Svc	90080013	960,354
			Total	\$2,799,650

**EXPLANATION**

This request is **sole source** because the University of Massachusetts has been providing newborn screening laboratory services to New Hampshire since 1988. Five out of the six New England states currently contract with the University of Massachusetts, increasing its proficiency and ability to adjust and respond to the State's needs. It is also the closest laboratory geographically to New Hampshire that can perform newborn screening tests. Timeliness is of utmost importance with respect to newborn screening. In addition, there has not been another bid in response to a Request for Proposals in more than a decade.

Funds in this agreement will be used to pay for the provision of laboratory services for newborn screening for the entire state of New Hampshire.

Since the establishment of RSA 132:10a in 1965, the state of New Hampshire has been responsible for the screening of all infants born in the state. The goal of newborn screening is the prevention of disability and untimely death of newborns from undiagnosed genetic disorders. New Hampshire is currently screening all infants born in the state for a panel of thirty-four (34) disorders.

Although some of these disorders are relatively rare, they do need to be identified and intervention initiated before the disorder presents clinically. In some cases this critical timeline for a positive outcome may be as short as one week. In 2014, the New Hampshire Newborn Screening Program identified eighteen (18) infants with disorders requiring treatment and ongoing specialty evaluation. In 2013 the program identified twenty-six (26) infants with disorders. Newborn screening results in early identification of disorders for which timely diagnosis and treatment can mean a life without disability. Clearly the lives of these infants and their families have been impacted in a very positive way.

Should Governor and Executive Council not authorize this Request, New Hampshire would be out of compliance with the mandate (RSA 132:10a) and newborns would be in jeopardy of serious harm, potentially even death.

This Agreement has the option to extend for three (3) 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:

- At least ninety-eight (98%) of Congenital Adrenal Hyperplasia results will be reported to the New Hampshire Newborn Screening Program within three (3) days of the contractor receiving the dried blood specimen.
- At least ninety-five percent (95%) of all initial screening reports will have a report date within seven days of life.

Area served: Statewide.

Source of Funds: 100% Other Funds (Newborn Screening Revolving Fund).

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

Respectfully submitted,



Marcella Jordan Bobinsky  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner

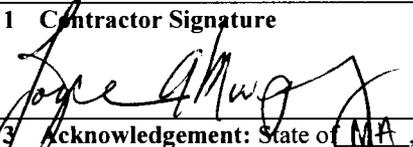
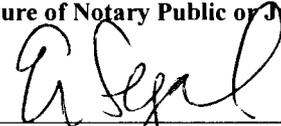
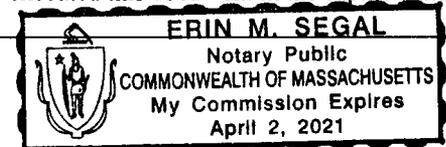
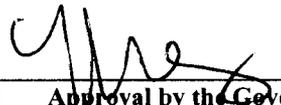
Subject: Newborn Screening Laboratory Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> University of Massachusetts		<b>1.4 Contractor Address</b> 305 South Street Jamaica Plain, Massachusetts 02130	
<b>1.5 Contractor Phone Number</b> 617-983-6300	<b>1.6 Account Number</b> 05-95-90-902010-5240-102-500731	<b>1.7 Completion Date</b> June 30, 2018	<b>1.8 Price Limitation</b> \$2,799,650
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin, Director Contracts and Procurement Unit		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Joyce A. Murphy, Executive Vice Chancellor Commonwealth Medicine	
<b>1.13 Acknowledgement:</b> State of <u>MA</u> , County of <u>Worcester</u> On <u>5/14/15</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Erin Segal, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. York - Attorney On: <u>6/10/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> 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.

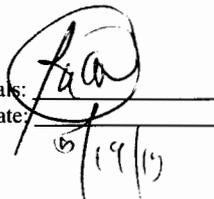
**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event 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:       
Date:       


**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:   
Date: 5/19/15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

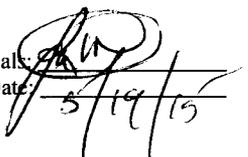
**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Handwritten signature and date: 5/19/15



## Exhibit A

### SCOPE OF SERVICES

#### 1. General Provisions

##### 1.1. Required Services

- 1.1.1. The University of Massachusetts, hereinafter referred to as the "Contractor", shall provide laboratory screening services for newborn screening of all infants born in New Hampshire. The goal of New Hampshire Department of Health and Human Services (DHHS), Newborn Screening Program (NBSP) is the prevention of disability and untimely death of newborns from undiagnosed genetic disorders. New Hampshire is currently screening all infants born in the state for a panel of thirty-four (34) disorders. Although some of these disorders are relatively rare, they do need to be identified and intervention initiated before the disorder presents clinically.
- 1.1.2. Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS prior to initiating any research related to this contract.
- 1.1.3. The contractor shall carry out the laboratory analysis utilizing standardized, approved laboratory methods for the following disorders, for all New Hampshire births for the following mandated panel of disorders:
  1. Phenylketonuria (PKU)
  2. Galactosemia (GALT)
  3. Homocystinuria (HCY)
  4. Maple Syrup Urine Disease (MSUD)
  5. Congenital Hypothyroidism (CH)
  6. Congenital Toxoplasmosis (TOXO)
  7. Biotinidase (BIOT)
  8. Congenital Adrenal Hyperplasia (CAH)
  9. Cystic Fibrosis (CF)
  10. Hemoglobinopathies (Hb SS)
  11. Hemoglobinopathies HbS/Bth
  12. Hemoglobinopathies Hb S/C
  13. Medium Chain Acyl CoA Dehydrogenase Deficiency (MCAD)
  14. Argininosuccinic Aciduria (ASA)
  15. Argininemia (ARG)
  16. Carnitine Uptake Defect (CUD)
  17. Carnitine Palmitoyltransferase II Deficiency (CPTII)
  18. Citrullinemia I (ASA Synthetase Def) (CIT)
  19. Cobalamin A, B (Cbl A,B)
  20. Glutaric Aciduria Type I (GAI)
  21. 3-Hydroxy-3-Methylglutaryl-CoA Lysase Deficiency (HMG)
  22. Hyperornithinemia Hyperammoninemia, Homocitrullinemia Syndrome (HHH)
  23. Isovaleric Acidemia (IVA)
  24. Long Chain 3-hydroxyacyl-CoA Dehydrogenase Deficiency (LCHAD)
  25. 3-Methylcrotonyl-CoA Carboxylase Deficiency (3MCC)
  26. Methylmalonic Acidemia (MUT)
  27. Mitochondrial Acetoacetyl-CoA Thiolase Deficiency (BKT)
  28. Multiple Acyl-CoA Dehydrogenase Deficiency (GA2)
  29. Multiple Carboxylase Deficiency (MCD)
  30. Propionic Acidemia (PROP)

  
Date 5/19/15



## Exhibit A

31. Severe Combined Immunodeficiency (SCID)
  32. Trifunctional Protein Deficiency (TFP)
  33. Tyrosinemia
  34. Very Long Chain Acyl-CoA Dehydrogenase Deficiency (VLCAD)
- 1.1.4. The Contractor shall supply approved filter paper collection kits as required for the collection and identification of blood samples, and for gathering the necessary clinical information. A supply of pre-addressed envelopes for mailing repeat specimens to the lab via the US Postal Services will also be provided.
  - 1.1.5. The Contractor shall provide a courier service to all designated birthing centers in New Hampshire for transporting of blood samples to the testing facility to include weekend and holiday pick-up. Adherence to strict turnaround times is critical. The Contractor shall also monitor the courier service for performance and timeliness.
  - 1.1.6. The Contractor shall report to the Newborn Screening Program all out-of-range test results according to the urgency of the laboratory findings. In addition, the laboratory shall make available to the Newborn Screening Program, condition-specific FACT SHEETS as a resource on the probable significance of the findings and recommendations for appropriate follow-up action.
  - 1.1.7. The Contractor shall report normal test results to the Newborn Screening Program via a secure web connection in a timely manner.
  - 1.1.8. The New Hampshire DHHS shall remain in full ownership of all residual screening specimens. Decisions about retention/use of dried blood spots (DBS) are at the sole discretion of DHHS, and must be consistent with the Newborn Screening Program policies. Additional testing of specimens for other disorders is prohibited without express permission from the Newborn Screening Program.
  - 1.1.9. The Contractor shall maintain storage of New Hampshire's residual screening specimens in an appropriate, climate-controlled, secure facility, in sealed bags of low gas permeability containing a desiccant and humidity indicator at -20C for six months.
  - 1.1.10. Residual DBS shall be destroyed six months after the collection date, in a manner consistent with applicable state and federal requirements relating to disposal of human blood and body fluids per OSHA regulations 29 CFR, standard number 1910.1030. In the event that the storage environment of any DBS is found to have deviated from the required conditions described above, such that the stability of the specimen is likely to have been affected, the DBS shall be destroyed and the Newborn Screening Program shall be notified.
  - 1.1.11. The Contractor will describe the contingency plan of operations to assure maintenance of screening services in the event of a major disaster or emergency.

## 2. Compliance and Data Reporting Requirements

### 2.1. Compliance Requirements

- 2.1.1. The Contractor shall 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.

### 2.2. Data Reporting Requirements

The Contractor shall:

- 2.2.1. Provide sufficient data, upon request, on the occurrence of disorders not mandated by the State to assist the Newborn Screening Program in making appropriate decisions about what services it offers.

Exhibit A – Scope of Services

Contractor Initials

*[Handwritten Signature]*  
Date 5/19/15



## Exhibit A

- 2.2.2. Provide a computerized system of records to show the date each sample was received from New Hampshire birth hospitals and/or community-based health care providers, the date the laboratory tests were performed and the date results of the laboratory analyses were reported to the New Hampshire Newborn Screening Program.
- 2.2.3. Maintain all newborn laboratory test and result data in a computerized record system accessible to the laboratory performing the services and to the Newborn Screening Program, for a period no less than 21 years from the date of the test.
- 2.2.4. Provide critical data elements necessary to and determined by the New Hampshire Maternal and Child Health Section (MCHS) Data Linkage Project on a daily basis, or other schedule determined by MCHS, to enable the state to match the screening results with the electronic birth certificate (EBC).
- 2.2.5. Comply with minor modifications and/or additions to the proposed activities and report format as requested by MCHS. The MCHS will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.
- 2.2.6. Provide documentation of current CLIA Laboratory Certification.
- 2.2.7. Provide documentation of participation in the CDC/APHL Newborn Screening Quality Assurance Program or other acceptable proficiency-testing program.
- 2.2.8. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
- 2.2.9. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 2.2.10. The contractor will agree to participate in DPHS planning, as needed, including planning for Electronic Medical Record (EMR) enhancements and Health Information Exchange (HIE).

### 3. State and Federal Laws

- 3.1. The Contractor is responsible for compliance with all relevant state and federal laws, with special attention called to the following statutory responsibilities:
- 3.2. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
- 3.3. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

### 4. Staffing

- 4.1. Staffing Provisions
  - 4.1.1. Maintain a listing of "on call" qualified specialists who are available by beeper response, seven days/week, 24 hours/day to provide medical consultation as needed to the Newborn Screening Program and/or the physician of record.
  - 4.1.2. Provide coverage for the Newborn Screening Program staff, upon request, when Newborn Screening Program staff is unavailable, for notifying attending physicians of out-of-range lab results (i.e. after normal work hours, on weekends, holidays, and with advance notice, when there is no staff available to cover the Newborn Screening Program).

Exhibit A – Scope of Services

Contractor Initials

*[Handwritten Signature]*  
Date 6/19/15



## Exhibit A

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### 4.2. Staffing Changes

4.2.1. The Contractor shall notify the DHHS within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

4.2.2. The Contractor must notify the DHHS if any of the critical positions required for the delivery of these services are vacant for more than three months.

### 4.3. Subcontractors

4.3.1. If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS, Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

## 5. Meetings and Trainings

The Contractor shall:

  
Date 5/19/15



## Exhibit A

- 5.1. Provide assistance to the Newborn Screening Program staff and others, upon request, on issues related to supporting the infrastructure and facilitating the Newborn Screening Program's operations, including the provision of in-services and educational programs to include:
  - 5.1.1. Technical support for the Newborn Screening Program on computer issues as needed and as related to the interface between the state system and the laboratory computerized system.
  - 5.1.2. Technical support and assistance upon request to the state in support of the work of the New Hampshire Newborn Screening Advisory Committee.
  - 5.1.3. Technical support for the Newborn Screening Program's management information system on accessing the laboratory results database

## 6. On Site Reviews

- 6.1. The Contractor shall allow a team or person authorized by the DHHS to periodically review the contractor's systems of governance, administration, data collection and submission, clinical and financial management in order to assure systems are adequate to provide the contracted services.

## 7. Publications

- 7.1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 7.2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 7.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

## 8. Performance Measures

- 8.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
  - 8.1.1. At least ninety-eight (98%) of Congenital Adrenal Hyperplasia results will be reported to the New Hampshire Newborn Screening Program within three (3) days of the contractor receiving the dried blood specimen.
  - 8.1.2. At least ninety- five percent (95%) of all initial screening reports will have a report date within seven days of life.
- 8.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

*[Handwritten Signature]*  
Date 5/19/15



## Exhibit B

### Method and Conditions Precedent to Payment

- 1) Funding Sources:
  - a. \$2,799,650 = 100% Other Funds from the Newborn Screening Revolving Fund, \$906,341 in SFY 2016, \$932,955 in SFY 2017, and \$960,354 in SFY 2018.
- 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 by the twentieth working day 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 thirty (30) days after the contract Completion Date.
  - 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) This is a cost-reimbursement contract. 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 Budgets for SFY 2016, SFY 2017, and SFY 2018, and reimbursement shall be made monthly based on actual costs incurred during the previous month. 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) 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.
- 5) 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.

Exhibit B – Methods and Conditions Precedent to Payment\_Contractor Initials

Handwritten signature and date: 5/9/15



## Exhibit B

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- 6) 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.
- 7) 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

  
5/19/15

## Exhibit B-1 Budget Form

New Hampshire Department of Health and Human Services

**Bidder/Contractor Name:** University of Massachusetts

**Budget Request for:** Newborn Screening Laboratory Services  
(Name of RFP)

**Budget Period:** SFY 2016

Line Item	Direct Incremental	Indirect Funds	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
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):	\$ -	\$ -	\$ -
Laboratory Testing	\$ 848,607.00	\$ -	\$ 848,607.00
Specimen Shipping	\$ 57,734.00	\$ -	\$ 57,734.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 906,341.00</b>	<b>\$ -</b>	<b>\$ 906,341.00</b>

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget

Contractor Initials: 

Date: 5/19/15

## Exhibit B-1 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: University of Massachusetts

Budget Request for: Newborn Screening Laboratory Services  
(Name of RFP)

Budget Period: SFY 2017

	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
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):	\$ -	\$ -	\$ -	
Laboratory Testing	\$ 874,066.00	\$ -	\$ 874,066.00	
Specimen Shipping	\$ 58,889.00	\$ -	\$ 58,889.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 932,955.00</b>	<b>\$ -</b>	<b>\$ 932,955.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget

Contractor Initials: 

Date: 5/19/15

## Exhibit B-1 Budget Form

New Hampshire Department of Health and Human Services

**Bidder/Contractor Name:** University of Massachusetts

**Budget Request for:** Newborn Screening Laboratory Services  
(Name of RFP)

**Budget Period:** SFY 2018

Line Item	Direct Expenditure	Indirect Cost	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
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):	\$ -	\$ -	\$ -
Laboratory Testing	\$ 900,287.00	\$ -	\$ 900,287.00
Specimen Shipping	\$ 60,067.00	\$ -	\$ 60,067.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 960,354.00</b>	<b>\$ -</b>	<b>\$ 960,354.00</b>

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget

Contractor Initials: 

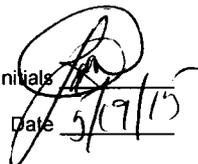
Date: 5/19/15



**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;

Handwritten signature and date: 5/19/15



- 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.

  
Date 5/19/15



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

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

*[Handwritten Signature]*  
Date 5/19/15



- 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.

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



**ADDITIONAL SPECIAL PROVISIONS**

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

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 provide reasonable written notification to the Contractor and, upon such notification, have the right to withhold payment until such funds become available, if ever. The State, in consultation with the Contractor, 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, ninety (90) days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

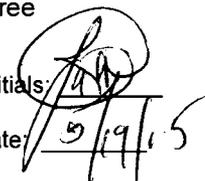
10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the 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.

10.6 The Department reserves the right to renew this Agreement for up to three





(3) additional years, subject to mutual agreement, continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

3. Subparagraph 13 of the General Provisions of this contract, Indemnification, is replaced as follows:

The Contractor shall comply with any and all requirements of this Agreement; in the event that the Contractor fails to comply with any such requirements, including, but not limited, to disclosure of any PHI in violation of this Agreement, the Covered Entity may pursue all available remedies, at law and in equity, including without limitation any damages or losses it suffers from Contractor's breach of this Agreement. The respective rights and obligations of Contractor under this Agreement shall survive termination for this Agreement. 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.

4. Subparagraph 14 of the General Provisions of this contract, Insurance, is revised as follows:

Subparagraph 14.1.2 of the General Provisions shall be struck.

Subparagraph 14.3 is replaced as follows:

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 certificate(s) of insurance shall contain a clause requiring the insurer to provide notice in accordance with the policy provisions. The Contractor shall provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

5. Standard Exhibit C of this contract, Special Provisions, is revised as follows:

The preamble is replaced as follows:

**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 the Department and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

Subparagraph 3 – Documentation, is replaced as follows:

**3. Documentation:** The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require. Contractor shall provide documentation as required for all applicants as described in Exhibit A – Scope of Services.

Subparagraph 6 – Retroactive Payments, shall be struck.



Subparagraphs 7, 7.1, 7.2, and 7.3 – Conditions of Purchase, shall be struck.

Subparagraph 8.2 – is replaced as follows:

Contractor shall maintain records as specified in Exhibit A – Scope of Services

Subparagraph 8.3 – Medical Records, shall be struck.

6. Standard Exhibit I of this contract, Business Associate Agreement, is revised as follows:

Subparagraph (3) a. is revised as follows:

The Business Associate shall notify the Covered Entity's Privacy Officer without unreasonable delay and in no case later than three (3) business days following the date upon which 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.

The last sentence of Subparagraph (3) b. is revised as follows:

The Business Associate shall complete the risk assessment without unreasonable delay and in no case later than three (3) business days of discovery of the breach and report the findings of the risk assessment in writing to the Covered Entity.

Subparagraph 3(e) is revised as follows:

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

Subparagraph (6) f. is revised as follows:

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 provisions of section (3) e (as amended) and Paragraph 13 of the standard terms and conditions (P-37), (as amended) shall survive the termination of the Agreement.



**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

Date 5/19/15



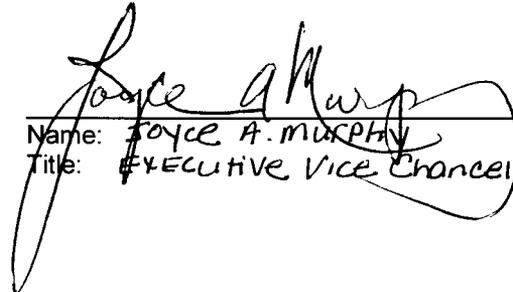
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 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 Massachusetts

Date 5/19/15

  
Name: Foyce A. Murphy  
Title: EXECUTIVE Vice Chancellor, CUUM

Contractor Initials [Signature]  
Date 5/19/15



**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

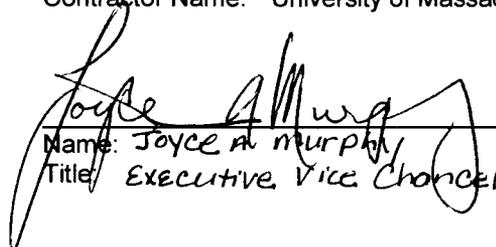
The undersigned certifies, to the best of his or her knowledge and belief, that:

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 Massachusetts

5/19/15  
Date

  
Name: Joyce A. Murphy  
Title: Executive Vice Chancellor, CUMM

Contractor Initials   
Date 5/19/15

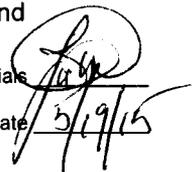


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

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

  
5/19/15



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**

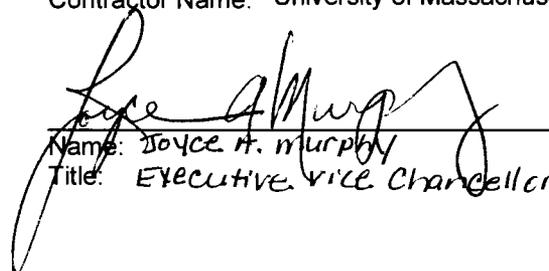
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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 (l)(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 Massachusetts

Date 5/19/15

  
Name: Joyce H. Murphy  
Title: EXECUTIVE VICE CHANCELLOR, CUM

Contractor Initials AM  
Date 5/19/15



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

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

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

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

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

Exhibit G

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

Contractor Initials

  
Date 5/9/15

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: University of Massachusetts

5/19/15  
Date

[Signature]  
Name: JOYCE A. MURPHY  
Title: EXECUTIVE VICE CHANCELLOR, CUM

Exhibit G

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

Contractor Initials

[Signature]  
Date 5/19/15



**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 Massachusetts

5/19/15  
Date

[Signature]  
Name: Joyce A. Murphy  
Title: Executive Vice Chancellor, CWM

Contractor Initials [Signature]  
Date 5/19/15



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.

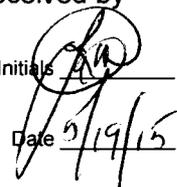
  
Date 9/19/15



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

  
Date 5/19/15



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

*[Handwritten Signature]*  
Date 5/19/15



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

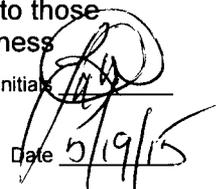
  
Date 5/19/15



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 Services  
 The State  
 \_\_\_\_\_  
*Brook Dupee*  
 Signature of Authorized Representative  
 Brook Dupee  
 Name of Authorized Representative  
 Bureau Chief  
 Title of Authorized Representative  
 \_\_\_\_\_  
 5/12/15  
 Date

University of Massachusetts  
 Name of the Contractor  
 \_\_\_\_\_  
*Joyce A. Murphy*  
 Signature of Authorized Representative  
 Joyce A. Murphy  
 Name of Authorized Representative  
 Executive Vice Chancellor, CWM  
 Title of Authorized Representative  
 \_\_\_\_\_  
 5/19/15  
 Date

Contractor Initials *JAM*  
 \_\_\_\_\_  
 Date 5/19/15

**EXTRACT FROM THE RECORDS OF  
UNIVERSITY OF MASSACHUSETTS**

**Granting Authority to Execute Contracts and All Other Instruments**

**I, Zunilka Barrett, Secretary of the Board of Trustees of the University of Massachusetts,** do hereby certify that the following is a true and complete copy of a vote duly adopted by the Board of Trustees of the University of Massachusetts at a meeting duly called and held on the fifth day of February, nineteen hundred and ninety-seven at the University of Massachusetts, Chancellor's Conference Room, Boston, Massachusetts:

“Further, to affirm that, except as to matters governed by the University of Massachusetts Intellectual Property Policy (Doc. T96-040), the Treasurer of the University of Massachusetts or his designee shall be the sole contracting officer of the University with the Authority to execute all contract, grants, restricted gifts (excluding endowments), and amendments thereto for sponsored programs in instruction, research, or public service, unless and until otherwise voted by the Board of Trustees.”

I further certify that the Senior Vice President for Administration & Finance and Treasurer of the University, Christine M. Wilda, has retained the right to remain the sole contracting officer of the University of Massachusetts, but in her absence, she has designated Philip J. Marquis, Assistant Vice President and Associate Treasurer.

I further certify that effective February 23, 2015, the following is a list of designated individuals authorized in accordance with the afore referenced votes to review and execute all grants and contracts for sponsored programs in instruction, research and public service that are applicable to and received on behalf of the University of Massachusetts for their respective campuses.

**Amherst Campus**

**Kumble R. Subbaswamy**, Chancellor, Amherst Campus, Amherst, Massachusetts,  
**John Dubach**, Deputy Chancellor, Amherst Campus, Amherst, Massachusetts,  
**Michael Malone**, Vice Chancellor, Amherst Campus, Amherst, Massachusetts,  
**Carol P. Sprague**, Director of the Office of Grants and Contracts Administration, Amherst Campus, Amherst, Massachusetts,  
**Jennifer A. Donais**, Director of Research Compliance, Amherst Campus, Amherst, Massachusetts,  
**Theresa W. Girardi**, Assistant Director, Amherst Campus, Amherst, Massachusetts,  
**Nancy E. Stewart**, Assistant Director, Amherst Campus, Amherst, Massachusetts,  
**James B. Ayres**, Assistant Director, Amherst Campus, Amherst, Massachusetts,  
**Laura J. Howard**, Associate Director, Division of Continuing Education, Amherst Campus, Amherst, Massachusetts

**Boston Campus**

**J. Keith Motley**, Chancellor, Boston Campus, Boston, Massachusetts,  
**Ellen M. O'Connor**, Vice Chancellor for Administration & Finance, Boston Campus, Boston, Massachusetts,  
**Winston Langley**, Provost & Vice Chancellor for Academic Affairs, Boston Campus, Boston, Massachusetts,

**Zong-Guo Xia**, Vice Provost for Research and Strategic Initiatives, Boston Campus, Boston, Massachusetts,

**Matthew L. Meyer**, Associate Vice Provost for Research and Director of the Office of Research & Sponsored Programs, Boston Campus, Boston, Massachusetts,

**Shala A. Bonyun**, Assistant Director for the Office of Research and Sponsored Programs, Boston Campus, Boston, Massachusetts

### **Dartmouth Campus**

**Divina Grossman**, Chancellor, Dartmouth Campus, Dartmouth, Massachusetts,

**Mohammad A. Karim**, Provost & Executive Vice Chancellor for Academic and Student Affairs & Chief Operating Officer, Dartmouth Campus, Dartmouth, Massachusetts,

**Mark A. Preble**, Vice Chancellor for Administration and Finance & Chief Financial Officer, Dartmouth Campus, Dartmouth, Massachusetts,

**Marilyn Scudellari-Presto**, Interim Associate Vice Chancellor for Financial Services, Administration & Finance, Dartmouth Campus, Dartmouth, Massachusetts,

**Louis Goodman**, Interim Vice Chancellor for Research & Economic Development, Dartmouth Campus, Dartmouth, Massachusetts,

**Elena Glatman**, Director of Research Administration, Dartmouth Campus, Dartmouth, Massachusetts,

**Michelle M. Plaud**, Manager of Pre and Post Award Administration, Dartmouth Campus, Dartmouth, Massachusetts,

### **Lowell Campus**

**Martin T. Meehan**, Chancellor, Lowell Campus, Lowell, Massachusetts,

**Joanne Yestramski**, Vice Chancellor for Finance and Operations, Lowell Campus, Lowell, Massachusetts,

**Jacqueline F. Moloney**, Executive Vice Chancellor, Lowell Campus, Lowell, Massachusetts,

**Ahmed Abdelal**, Provost, Lowell Campus, Lowell, Massachusetts,

**Steven O’Riordan**, Associate Vice Chancellor for Financial Services, Lowell Campus, Lowell, Massachusetts,

**Linda Concino**, Director, Grants & Contracts Administration, Lowell Campus, Lowell, Massachusetts,

**Julie Chen**, Vice Provost for Research, Lowell Campus, Lowell, Massachusetts,

### **President’s Office**

**Tom Chmura**, Vice President for Economic Development, President’s Office, Boston, Massachusetts,

**Lynn Griesemer**, Associate Vice President for Economic Development and Executive Director for the Donahue Institute, President’s Office, Boston, Massachusetts,

**Eric Heller**, Deputy Director for the Donahue Institute, President’s Office, Boston, Massachusetts,

### **Worcester**

**Michael F. Collins, MD**, Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,

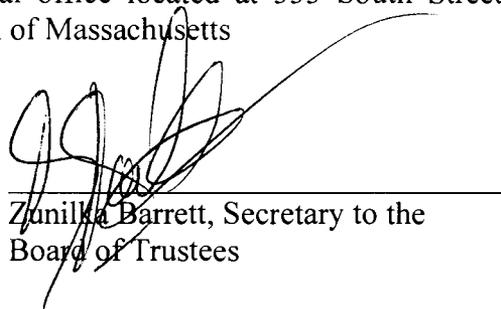
**Robert Jenal**, Executive Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,

**Joyce A. Murphy**, Executive Vice Chancellor for Commonwealth Medicine, University of Massachusetts Medical School, Worcester, Massachusetts,

**Nancy E. Vasil**, Associate Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,  
**Margaret L. Johnson**, Director, Office of Clinical Research, University of Massachusetts Medical School, Worcester, Massachusetts,  
**Margaret J. Koziel**, MD, Assistant Vice Provost for Clinical and Translational Research, University of Massachusetts Medical School, Worcester, Massachusetts,  
**Jean A. King**, Ph.D., Associate Provost for Biomedical Science Research, University of Massachusetts Medical School, Worcester, Massachusetts,  
**Janice Lagace**, Associate Director Research Funding Services, University of Massachusetts Medical School, Worcester, Massachusetts,  
**Diego R. Vazquez**, Assistant Vice Provost for Research Funding Services, University of Massachusetts Medical School, Worcester, Massachusetts

I further certify that Christine M. Wilda, Philip J. Marquis, Kumble R. Subbaswamy, John Dubach, Michael Malone, Carol P. Sprague, Jennifer A. Donais, Theresa W. Girardi, Nancy E. Stewart, James B. Ayres, Laura J. Howard, J. Keith Motley, Ellen M. O'Connor, Winston Langley, Zong-Guo Xia, Matthew L. Meyer, Shala A. Bonyun, Divina Grossman, Mohammad A. Karim, Mark A. Preble, Marilyn Scudellari-Presto, Louis Goodman, Elena Glatman, Michelle M. Plaud, Martin T. Meehan, Joanne Yestramski, Jacqueline F. Moloney, Ahmed Abdelal, Steven O'Riordan, Linda Concino, Julie Chen, Tom Chmura, Lynn Griesemer, Eric Heller, Michael F. Collins, MD, Robert Jenal, Joyce A. Murphy, Nancy E. Vasil, Margaret L. Johnson, Margaret J. Koziel, Jean A. King, Janice Lagace and Diego R. Vazquez are members of the University Administration with its principal office located at 333 South Street, Shrewsbury, County of Worcester, in the Commonwealth of Massachusetts

Date: 5/19/15

  
Zunilla Barrett, Secretary to the Board of Trustees



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/15/2015

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> University of Massachusetts 333 South Street Suite 450 Shrewsbury MA 01545 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Lexington Insurance Company <b>NAIC #</b> 19437	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 570057717706**      **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.      *Limits shown are as requested*

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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  GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		004055483 SIR applies per policy terms & conditions	05/01/2015	05/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR \$100,000
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-MPL-Primary		004055483 Educator Prof-Claims Made	05/01/2015	05/01/2016	Each claim \$2,000,000 Deductible \$5,000 Prof Liab Agg \$4,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: UMass Medical School, Commonwealth Medicine, Newborn Screening Unit, July 01, 2015 - May 01, 2016. New Hampshire Dept. of Health & Human Services is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b>  NH Dept. of Health & Human Services Attn: Bobbie Aversa 129 Pleasant Street, 4th Floor Contracts & Procurement Unit Concord NH 03301 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast Inc</i>
---	---

Holder Identifier :

Certificate No : 570057717706





# University of Massachusetts

Amherst • Boston • Dartmouth • Lowell • Medical School • UMassOnline

**To Whom It May Concern:**

The University of Massachusetts, as an entity of the Commonwealth of Massachusetts, is self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

If you have any questions or concerns please contact me at 774-455-7616. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Kate Leahy".

Kate Leahy, J.D.  
Insurance Analyst

# Mission Statements

This contract will be carried out by the New England Newborn Screening Program, which is part of Commonwealth Medicine, a division of the University of Massachusetts Medical School. We provide the mission statements for each of these levels of the organization here.

## **Of the University of Massachusetts Medical School:**

The mission of the University of Massachusetts Medical School is to advance the health and well-being of the people of the commonwealth and the world through pioneering advances in education, research and health care delivery.

## **Of Commonwealth Medicine:**

To apply knowledge to improve health outcomes for those served by public health and human service programs.

## **Of the New England Newborn Screening Program:**

We provide timely, low cost, quality laboratory screening, clinical follow-up, and research to prevent disorders that can lead to death, mental retardation, and life compromising conditions in newborns.

## **University of Massachusetts Mission Statement**

To provide an affordable and accessible education of high quality and to conduct programs of research and public service that advance knowledge and improve the lives of the people of the Commonwealth, the nation, and the world.

**2014**  
**Annual Financial**  
**Report**



**The University of Massachusetts**  
*Amherst • Boston • Dartmouth • Lowell • Worcester • UMassOnline*

## University Administration

As of November 2014

### Board of Trustees:

Henry M. Thomas III, J.D. (Chair), Springfield, MA  
Ruben J. King-Shaw, Jr. (Vice Chair), Carlisle, MA  
Maria D. Furman, Wellesley, MA  
James Buonomo, Shrewsbury, MA  
Richard P. Campbell, J.D., Cohasset, MA  
Lawrence M. Carpman, Marshfield, MA  
Edward W. Collins, Jr., Springfield, MA  
David G. Fubini, Brookline, MA  
Zoila M. Gomez, J.D., Lawrence, MA  
Philip W. Johnston, Marshfield, MA  
Alyce J. Lee, Milton, MA  
Matthew H. Malone, Ph.D., Secretary of Education, Commonwealth of MA, Roslindale, MA  
Jeffrey B. Mullan, J.D., Milton, MA  
Kerri Osterhaus-Houle, M.D., Hudson, MA  
R. Norman Peters, J.D., Paxton, MA  
Victor Woolridge, Springfield, MA  
Margaret D. Xifaras, J.D., Marion, MA

Sarah Freudson, (UMass Amherst Student Trustee), Simsbury, CT  
(Non-Voting Student)  
Nolan O'Brien, (UMass Boston Student Trustee), Munson, MA  
(Non-Voting Student)  
Jacob D. Miller, (UMass Dartmouth Student Trustee), Fairhaven, MA  
(Non-Voting Student)  
Phillip J. Geoffroy, (UMass Lowell Student Trustee), Chelmsford, MA  
(Voting Student)  
Patrick Lowe, (UMass Worcester Student Trustee), Worcester, MA  
(Voting Student)

### Officers of the University:

Robert L. Caret, Ph.D., President  
Kumble R. Subbaswamy, Ph.D., Chancellor, UMass Amherst  
J. Keith Motley, Ph.D., Chancellor, UMass Boston  
Divina Grossman, Ph.D., Chancellor, UMass Dartmouth  
Martin T. Meehan, J.D., Chancellor, UMass Lowell  
Michael F. Collins, M.D., Chancellor, UMass Worcester  
and Senior Vice President for Health Sciences  
James R. Julian, J.D., Executive Vice President  
Christine M. Wilda, Senior Vice President for Administration and Finance & Treasurer  
Marcellette G. Williams, Ph.D., Senior Vice President for Academic Affairs and International Relations  
Zunilka Barrett, Secretary to the Board of Trustees



**University of Massachusetts**

AMHERST • BOSTON • DARTMOUTH • LOWELL • WORCESTER • UMASSONLINE

Office of the President

December 18, 2014

To the Board of Trustees  
and President Robert L. Caret

We are pleased to submit the annual Financial Report of the University of Massachusetts for the year ended June 30, 2014. The enclosed financial statements incorporate all financial activity of the University and its five campuses. This statement has been audited by an independent auditing firm and is fully represented in the financial report of the Commonwealth of Massachusetts. Detailed information about each campus is provided as supplemental information.

The financial information presented in the Financial Report is designed to aid a wide variety of readers to assess the effectiveness of the University's management of its resources in meeting its primary mission of instruction, research, and public service. This report is intended to form a comprehensive and permanent record of the finances of the University of Massachusetts, and it is submitted as the public accounting of the University's financial affairs for the fiscal year ended June 30, 2014 including comparative information as of June 30, 2013.

The University's net assets increased \$203.9 million from \$2.61 billion in fiscal year 2013 to \$2.82 billion in fiscal year 2014. The major components of the increase are due to physical plant improvements and positive operating results due primarily to greater student fee revenues associated with increased enrollment, cost reductions, and strong market performance for the University's investments.

Each year, the Board of Trustees approves five-year targets for five key financial indicators that are likely to determine the success of the University over the long term. Those key indicators are operating margin, financial cushion, return on net assets, debt service to operations, and endowment per student. During 2014, the University met or exceeded its targets for all five indicators. Overall, the University made important progress in fiscal 2014 toward the achievement of its long-term financial objectives of growth and stability.

Respectfully submitted,

A handwritten signature in black ink that reads "Christine M. Wilda".

Christine M. Wilda  
Senior Vice President for Administration and  
Finance & Treasurer

A handwritten signature in black ink that reads "Sarah B. Mongeau".

Sarah B. Mongeau  
University Controller

**University of Massachusetts  
2014 Annual Financial Report  
Table of Contents**

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## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Grant Thornton LLP  
75 State Street, 13<sup>th</sup> Floor  
Boston, MA 02109-1827  
T 617.723.7900  
F 617.723.3640  
[www.GrantThornton.com](http://www.GrantThornton.com)

Board of Trustees of the  
University of Massachusetts

### **Report on the financial statements**

We have audited the accompanying financial statements of the business-type activities and the aggregate discretely presented component units, of the University of Massachusetts (the "University"), an enterprise fund of the Commonwealth of Massachusetts, as of and for the years ended June 30, 2014 and 2013, and the related notes to the financial statements, which collectively comprise the University's basic consolidated financial statements as listed in the table of contents.

### **Management's responsibility for the financial statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; 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 opinions on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated 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 University'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 University's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

#### Opinions

In our opinion, the basic consolidated financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the aggregate discretely presented component units of the University of Massachusetts as of June 30, 2014 and 2013, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### Other matters

##### *Required supplementary information*

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis ("MD&A") be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. This required supplementary information is the responsibility of management. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America. These limited procedures consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic consolidated financial statements, and other knowledge we obtained during our audit of the basic consolidated financial statements. We do not express an opinion or provide any assurance on the MD&A information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Boston, Massachusetts  
December 18, 2014

**University of Massachusetts  
Management's Discussion and Analysis (unaudited)  
June 30, 2014**

**Introduction**

This unaudited section of the University of Massachusetts (the "University") Annual Financial Report presents our discussion and analysis of the financial position and performance of the University and its component units during the fiscal year ended June 30, 2014 with comparative information as of June 30, 2013. This discussion and analysis has been prepared by management along with the accompanying financial statements and related footnote disclosures and should be read in conjunction with, and is qualified in its entirety by, the financial statements and footnotes. The accompanying financial statements, footnotes and this discussion are the responsibility of management.

The University of Massachusetts is a state coeducational institution for higher education with separate campuses at Amherst, Boston, Dartmouth, Lowell and Worcester all located in the Commonwealth of Massachusetts (the "Commonwealth"). The University was established in 1863 in Amherst, under the provisions of the 1862 Morrill Land Grant Acts, as the Massachusetts Agricultural College. It became known as the Massachusetts State College in 1932 and in 1947 became the University of Massachusetts. The Boston campus was opened in 1965 and the Worcester campus, Medical School, was opened in 1970. The Lowell and Dartmouth campuses (previously the University of Lowell and Southeastern Massachusetts University, respectively) were made a part of the University by a legislative act of the Commonwealth, effective September 1, 1991.

The University's mission is to provide an affordable and accessible education of high quality and to conduct programs of research and public service that advance knowledge and improve the lives of the people of the Commonwealth, the nation and the world. In the fall of 2013, the University enrolled 61,336 full-time equivalent ("FTE") students. The University is committed to providing, without discrimination, diverse program offerings to meet the needs of the whole of the state's population. The University's five campuses are geographically dispersed throughout Massachusetts and possess unique and complementary missions.

**Financial Highlights**

The University's combined net position increased \$203.9 million from \$2.61 billion in fiscal year 2013 to \$2.82 billion in fiscal year 2014. The major components of the increase in fiscal year 2014 relate to investments in infrastructure and greater student fee revenues. From fiscal year 2013 to fiscal year 2014, the University's operating revenue increased by \$56.5 million and operating expenditures increased by \$146.1 million. The increase in operating revenue is primarily due to the increase in fee and auxiliary revenue associated with the enrollment increases and fee increases in categories other than in state undergraduates and auxiliary revenue to support related expenditures.

**Using the Annual Financial Report**

One of the most important questions asked about University finances is whether the University as a whole is better off or worse off as a result of the year's activities. The key to understanding this question lies within the Statement of Net Position, Statement of Revenues, Expenses and Changes in Position and the Statement of Cash Flows. These statements present financial information in a form similar to that used by private sector companies. The University's net position (the difference between assets and liabilities) is one indicator of the University's financial health. Over time, increases or decreases in net position is one indicator of the improvement or erosion of an institution's financial health when considered with non-financial facts such as enrollment levels, operating expenses, and the condition of the facilities.

The Statement of Net Position includes all assets, liabilities, as well as deferred inflows and outflows of resources of the University. It is prepared under the accrual basis of accounting, whereby revenues and assets are recognized when the services are provided and expenses and liabilities are recognized when services are incurred, regardless of when cash is exchanged. Net Position is further broken down into three categories: invested in capital assets-net of related debt, restricted and unrestricted. Amounts reported in invested in capital assets-net of related debt represent the historical cost of property and equipment, reduced by the balance of related debt outstanding and depreciation expense charged over the years. Net Position is reported as restricted when constraints are imposed by third parties, such as donors or enabling legislation. Restricted net position is either non-expendable, as in the case of endowment gifts to be held in perpetuity, or expendable, as in the case of funds to be spent on scholarships and research. All other assets are unrestricted; however, they may be committed for use under contract or designation by the Board of Trustees.

The Statement of Revenues, Expenses and Changes in Net Position presents the revenues earned or received and expenses incurred during the year. Activities are reported as either operating or non-operating. Operating revenues and expenses include tuition and fees, grant and contract activity, auxiliary enterprises and activity for the general operations of the institution not including appropriations from state and federal sources. Non-operating revenues and expenses include appropriations, capital grants and contracts, endowment, gifts, investment income, and non-operating federal grants (Pell Grants). With a public University's dependency on support from the state, Pell grants, and gifts, it is common for institutions to have operating expenses exceed operating revenues. That is because the prescribed financial reporting model classifies state appropriations, Pell grants, and gifts as non-operating revenues. The utilization of long-lived assets, referred to as capital assets, is reflected in the financial statements as depreciation expense, which amortizes the cost of a capital asset over its expected useful life.

Another important factor to consider when evaluating financial viability is the University's ability to meet financial obligations as they mature. The statement of cash flows presents information related to cash inflows and outflows summarized by operating, capital and non-capital, financing and investing activities.

The footnotes provide additional information that is essential to understanding the information provided in the external financial statements.

### Reporting Entity

The financial statements report information about the University as a whole using accounting methods similar to those used by private-sector companies. The financial statements of the University are separated between University (including its blended component units) and its discretely presented Component Unit activities. The University's discretely presented Component Units (or Related Organizations) are the University of Massachusetts Foundation, Inc., and the University of Massachusetts Dartmouth Foundation, Inc.

### Condensed Financial Information

University of Massachusetts Condensed Statement of Net Position As of June 30, 2014 and 2013 (In thousands of dollars)			
	University June 30, 2014	University June 30, 2013	FY13-14 Change
<b>ASSETS</b>			
Current Assets	\$ 592,750	\$ 579,824	\$ 12,926
Noncurrent Assets			
Investment in Plant Net of Accumulated Depreciation	4,064,786	3,705,517	359,269
All Other Noncurrent Assets	1,543,391	1,403,449	139,942
<b>Total Assets</b>	<b>6,200,927</b>	<b>6,688,790</b>	<b>512,137</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	<b>112,880</b>	<b>114,286</b>	<b>(1,406)</b>
<b>LIABILITIES</b>			
Current Liabilities	674,330	772,922	(98,592)
Noncurrent Liabilities	2,821,182	2,415,798	405,384
<b>Total Liabilities</b>	<b>3,495,512</b>	<b>3,188,720</b>	<b>306,792</b>
<b>NET POSITION</b>			
Invested in Capital Assets Net of Related Debt	1,800,767	1,682,173	118,594
Restricted			
Nonexpendable	17,387	18,058	(671)
Expendable	174,530	156,469	18,061
Unrestricted	825,611	757,656	67,955
<b>Total Net Position</b>	<b>\$ 2,818,295</b>	<b>\$ 2,814,366</b>	<b>\$ 203,939</b>
<b>University of Massachusetts Condensed Statement of Net Position for Related Organizations As of June 30, 2014 and 2013 (In thousands of dollars)</b>			
	University Related Organizations June 30, 2014	University Related Organizations June 30, 2013	FY13-14 Change
<b>ASSETS</b>			
Current Assets	\$ 1,678	\$ 3,830	\$ (2,152)
Noncurrent Assets			
Investment in Plant Net of Accumulated Depreciation	8,478	8,619	(141)
All Other Noncurrent Assets	454,646	391,699	62,947
<b>Total Assets</b>	<b>464,802</b>	<b>404,148</b>	<b>60,654</b>
<b>LIABILITIES</b>			
Current Liabilities	15,525	14,604	921
Noncurrent Liabilities	3,483	3,332	151
<b>Total Liabilities</b>	<b>19,008</b>	<b>17,936</b>	<b>1,072</b>
<b>NET POSITION</b>			
Invested in Capital Assets Net of Related Debt	8,477	8,619	(142)
Restricted			
Nonexpendable	309,718	290,858	18,860
Expendable	101,195	74,706	26,489
Unrestricted	26,404	12,029	14,375
<b>Total Net Position</b>	<b>\$ 445,794</b>	<b>\$ 386,212</b>	<b>\$ 59,582</b>

At June 30, 2014, total University net position was \$2.82 billion, an increase of \$203.9 million over the \$2.61 billion in net position for fiscal year 2013. The University's largest asset continues to be its net investment in its physical plant of \$4.06 billion at June 30, 2014 (\$3.71 billion in fiscal year 2013).

University liabilities totaled \$3.49 billion at June 30, 2014, an increase of \$306.8 million over fiscal year 2013. Long-term liabilities represent 81% of the total liabilities which primarily consist of bonds payable amounting to \$2.62 billion at June 30, 2014.

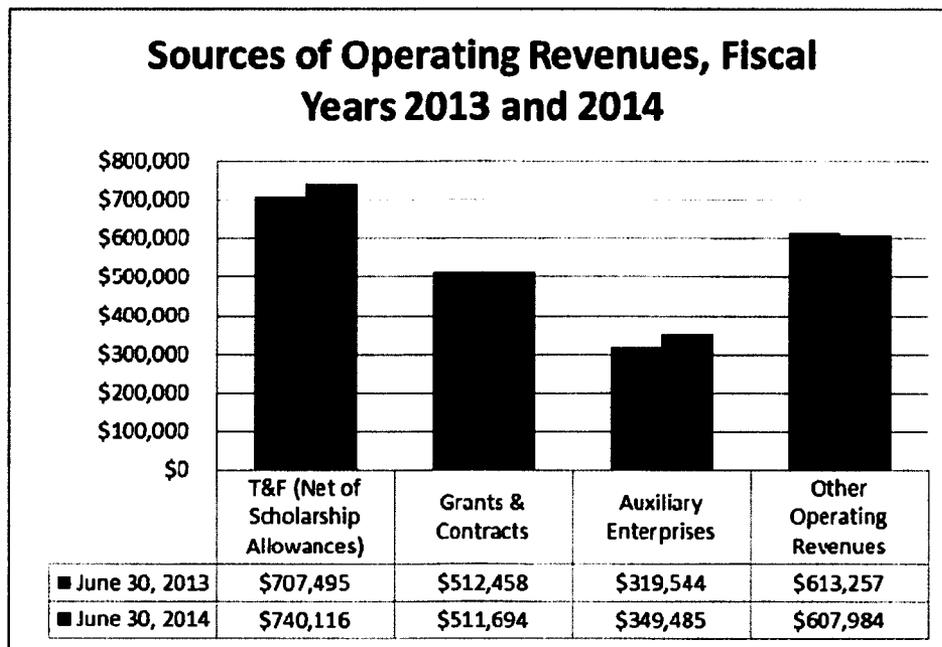
The University's current assets as of June 30, 2014 of \$592.8 million were below the current liabilities of \$674.3 million, as a result the current ratio was 0.88 dollars in assets to every one dollar in liabilities. June 30, 2013 current assets of \$579.9 million were below the current liabilities of \$772.9 million, resulting in a current ratio of 0.75.

The unrestricted and restricted expendable net position totaled \$1.0 billion in fiscal year 2014, which represents 36% of total operating expenditures of \$2.81 billion for fiscal year 2014. The unrestricted and restricted expendable net position totaled \$914.1 million in fiscal year 2013, which represents 34% of total operating expenditures of \$2.66 billion.

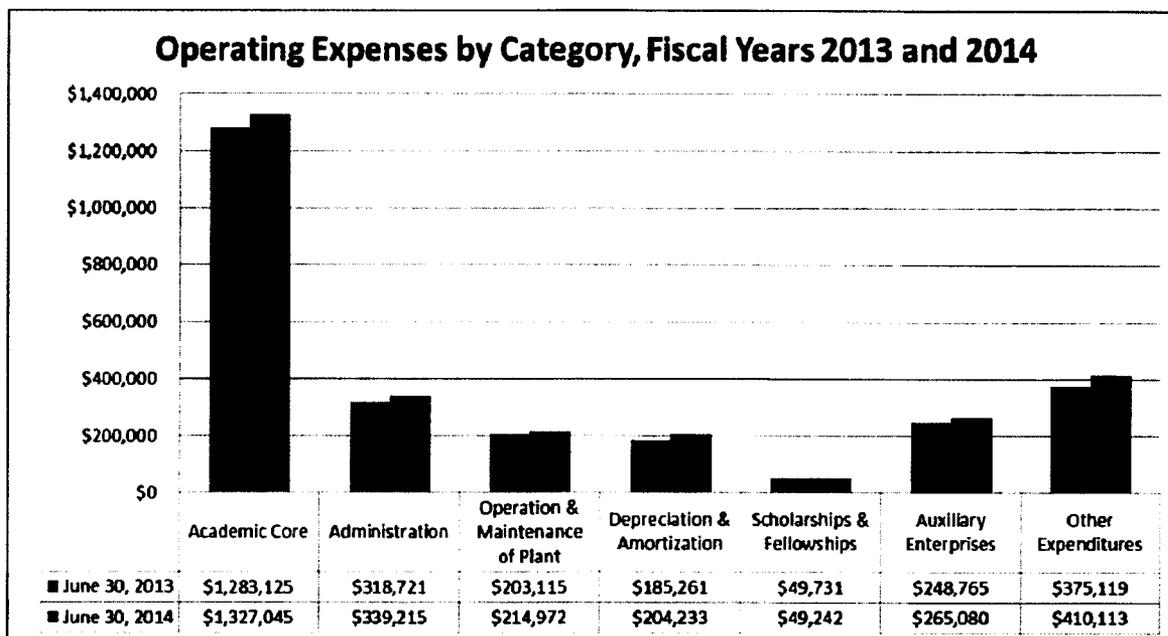
University of Massachusetts Condensed Statement of Revenues, Expenses, and Changes in Net Position For the Year Ended June 30, 2014 and 2013 (in thousands of dollars)			
	University June 30, 2014	University June 30, 2013	FY13-14 Change
<b>Operating Revenues</b>			
Tuition and Fees (net of scholarship allowances)	\$ 740,116	\$ 707,495	\$ 32,621
Grants and Contracts	511,694	512,458	(764)
Auxiliary Enterprises	349,485	319,544	29,941
Other Operating Revenues	607,984	613,257	(5,273)
<b>Total Operating Revenues</b>	<b>2,209,279</b>	<b>2,152,754</b>	<b>56,525</b>
<b>Operating Expenses</b>	<b>2,809,900</b>	<b>2,663,837</b>	<b>146,063</b>
<b>Operating Loss</b>	<b>(600,621)</b>	<b>(511,083)</b>	<b>(89,538)</b>
<b>Nonoperating Revenues / (Expenses)</b>			
Federal Appropriations	7,020	6,774	246
State Appropriations	570,618	519,311	51,307
Interest on Indebtedness	(89,496)	(91,364)	1,868
Other Nonoperating Income	133,386	100,697	32,689
Nonoperating Federal Grants	74,279	70,586	3,693
<b>Net Nonoperating Revenues</b>	<b>695,807</b>	<b>606,004</b>	<b>89,803</b>
<b>Income Before Other Revenues, Expenses, Gains and Losses</b>	<b>95,186</b>	<b>94,921</b>	<b>265</b>
Capital Appropriations, Grants and Other Sources	134,369	156,442	(22,073)
Disposal of Plant Facilities	(6,198)	(8,802)	2,604
Other Additions / (Deductions)	(19,418)	2,939	(22,357)
<b>Total Other Revenues, Expenses, Gains, and Losses</b>	<b>108,753</b>	<b>150,579</b>	<b>(41,826)</b>
<b>Total Increase in Net Position</b>	<b>203,939</b>	<b>245,500</b>	<b>(41,561)</b>
<b>Net Position</b>			
Net Position at the Beginning of the Year	2,614,356	2,389,377	224,979
<i>Cummulative effect of change in accounting principle **</i>		(20,521)	
<i>Net Position at the Beginning of the Year, adjusted</i>		2,368,856	
<b>Net Position at the End of the Year</b>	<b>\$ 2,818,295</b>	<b>\$ 2,614,356</b>	<b>\$ 183,418</b>

\*\*This reflects the retroactive adoption of GASB 65. Please see *Footnote 1, Summary of Significant Accounting Policies- New GASB Pronouncements* for further details regarding this item.

University of Massachusetts			
Condensed Statement of Revenues, Expenses, and Changes in Net Position for University Related Organizations			
For the Year Ended June 30, 2014 and 2013			
(in thousands of dollars)			
	University Related Organizations June 30, 2014	University Related Organizations June 30, 2013	FY13-14 Change
<b>Operating Expenses</b>	<b>\$ 11,443</b>	<b>\$ 12,852</b>	<b>\$ (1,409)</b>
Operating Loss	(11,443)	(12,852)	(1,409)
<b>Nonoperating Revenues / (Expenses)</b>			
Other Nonoperating Income	54,982	35,152	19,830
<b>Net Nonoperating Revenues</b>	<b>54,982</b>	<b>35,152</b>	<b>19,830</b>
<b>Income Before Other Revenues, Expenses, Gains and Losses</b>	<b>43,539</b>	<b>22,300</b>	<b>21,239</b>
Additions to Permanent Endowments	17,566	18,056	1,510
Other Additions	(1,523)	(9,979)	8,456
<b>Total Other Revenues, Expenses, Gains, and Losses</b>	<b>16,043</b>	<b>6,077</b>	<b>9,966</b>
<b>Total Increase in Net Position</b>	<b>59,582</b>	<b>28,377</b>	<b>31,205</b>
<b>Net Position</b>			
Net Position at the Beginning of the Year	386,212	357,835	28,377
<b>Net Position at the End of the Year</b>	<b>\$ 445,794</b>	<b>\$ 386,212</b>	<b>\$ 59,582</b>



Total operating revenues for fiscal year 2014 were \$2.21 billion. This represents a \$56.5 million increase from the \$2.15 billion in operating revenues in fiscal year 2013. The most significant sources of operating revenue for the University are tuition and fees, grants and contracts, auxiliary services and public service activities at the Worcester Medical School campus categorized in the chart above as "Other Operating Revenues". While not classified on the financial statements as operating revenue, state appropriations serve as a primary source for funding the core mission of the University. State appropriation revenue, described in detail in a section below, is used almost exclusively to fund payroll for University employees. The chart above displays operating revenues by source for the University in fiscal years 2014 and 2013.



In fiscal year 2014, operating expenditures, including depreciation and amortization of \$204.2 million, totaled \$2.81 billion. Of this total, \$1.33 billion or 47% was used to support the academic core activities of the University, including \$407.4 million in research. In fiscal year 2013, operating expenditures, including depreciation and amortization of \$185.3 million, totaled \$2.66 billion. The chart above displays fiscal year 2014 and 2013 operating spend.

#### Public Service Activities

Other operating revenues includes Public Service Activities and consists largely of sales and services provided to third parties by the UMass Medical School campus through its Commonwealth Medicine ("CWM") programs, which provide public consulting and services in health care financing, administration and policy to federal, state and local agencies and not-for-profit health and policy organizations. Included in this category of activities are CWM revenues of \$349.0 million and \$358.7 million for the years ended June 30, 2014 and 2013, respectively. Included in expenditures are CWM expenditures of \$318.2 million and \$347.4 million for the years ended June 30, 2014 and 2013, respectively.

In addition to CWM activities, Public Service Activities also includes payments received by the Medical School for educational services it provides to its clinical affiliate UMass Memorial Health Care, Inc. ("UMass Memorial") as required by the enabling legislation enacted by the Commonwealth in 1997. Educational services revenues included in public service revenues were \$163.8 million and \$153.0 million for the years ended June 30, 2014 and 2013, respectively. Finally, Public Service Activity expenditures also include payments made to the Commonwealth of Massachusetts of \$120 million and \$65.0 million for the years ended June 30, 2014 and 2013, respectively, pursuant to requirements of legislation enacted by the State Legislature of Massachusetts.

#### State Appropriations

In fiscal year 2014, state appropriations represent approximately 20% of all operating and non-operating revenues. The level of state support is a key factor influencing the University's overall financial condition. Although the state appropriation is unrestricted revenue, nearly 100% of the state appropriation supports payroll and benefits for University employees.

The net state appropriation for the University increased by \$51.3 million from fiscal year 2013, with the increase attributable to a higher level of State Appropriation and related fringe benefit support through the State's investment in the University's 50/50 plan. This plan, to be phased in over FY14 and FY15, has the State providing additional State Appropriation in order to bring State funding levels closer to historical amounts that will allow for the State to support 50% of the educational costs of an in state undergraduate while the student funds the remaining 50%. In return for this State investment, the University and the Board committed to freezing the in state undergraduate curriculum fee during this same time period.

In the year ended June 30, 2014 the University reported tuition revenue of approximately \$34.3 million of tuition the University remits to the State Treasurer's Office for the general fund of the Commonwealth of Massachusetts. Unless otherwise permitted by the Massachusetts Legislature, the University is required to remit tuition revenue received to the Commonwealth. Therefore, the University collects student tuition on behalf of the Commonwealth and remits it to the Commonwealth's General Fund. The amount of tuition remitted to the Commonwealth was \$35.1 million in fiscal year 2013. There is no direct connection between the amount of tuition revenues collected by the University and the amount of state funds appropriated in any given year.

In fiscal year 2004, a pilot program authorized by the Commonwealth enabled the Amherst campus to retain tuition for out-of-state students. This pilot program was extended indefinitely for the Amherst Campus in fiscal year 2005 and starting in fiscal year

2012 all of the University's campuses were authorized to retain tuition from out-of-state students. The amount of tuition retained by the University during 2014 and 2013 was \$75.8 million and \$74.5 million, respectively.

The following table details the Commonwealth operating appropriations received by the University for fiscal years ending June 30, 2014 and 2013:

	FY2014	FY2013
Gross Commonwealth Appropriations	\$ 486,656	\$ 447,837
Plus: Fringe Benefits*	141,881	130,005
	<b>628,537</b>	<b>577,842</b>
Less: Tuition Remitted	(34,325)	(35,103)
Less: Mandatory Waivers	(23,594)	(23,428)
<b>Net Commonwealth Support</b>	<b>\$ 570,618</b>	<b>\$ 519,311</b>

\*The Commonwealth pays the fringe benefits for University employees paid from Commonwealth operating appropriations. Therefore, such fringe benefit support is added to the "State Appropriations" financial statement line item as presented in the above table. The University pays the Commonwealth for the fringe benefit cost of the employees paid from funding sources other than Commonwealth operating appropriations.

#### Capital Appropriations from the Commonwealth

The University faces a financial challenge to maintain and upgrade its capital assets including its infrastructure, buildings and grounds. In order to have a successful capital program, the University must rely on a combination of revenue sources to fund its investment. In fiscal year 2014, there was \$112.1 million of capital support provided to the University through appropriations and grants from the Commonwealth. This is consistent with capital appropriations provided in fiscal year 2013. This funding is attributed to the Commonwealth's Division of Capital Asset Management ("DCAM") which funded several large capital projects in fiscal year 2013 and 2014 through the State's Higher Education Bond Bill and Life Sciences Bond Bill, both passed in 2008 and have projects funded on each of the campuses. The University projects that although capital support will fluctuate from year to year, the level of capital appropriations from the Commonwealth will continue to be significant. Although the completion of major construction projects managed by DCAM are underway at all five of the University's campuses. The current bond support from the State has been fully programmed and therefore the University is now working to secure the next round of funding to ensure continuity of the capital program beyond FY18.

#### Grant and Contract Revenue

Collectively, the University's Amherst Campus and Medical School in Worcester account for approximately 77% of University grant and contract activity. The Boston, Dartmouth, and Lowell campuses continue to have significant sponsored research activity.

The following table details the University's grant and contract revenues (in thousands) for the fiscal years ended June 30, 2014 and 2013:

	FY2014	FY2013
Federal Grants and Contracts	\$ 322,047	\$ 334,697
State Grants and Contracts	74,996	68,794
Local Grants and Contracts	2,223	2,253
Private Grants and Contracts	112,428	106,714
<b>Total Grants and Contracts</b>	<b>\$ 511,694</b>	<b>\$ 512,458</b>

#### Discretely Presented Component Units

##### University of Massachusetts Foundation, Inc.

The combined University and Foundation endowment has increased to approximately \$757.5 million at June 30, 2014 from \$664.7 million at June 30, 2013.

The Foundation utilizes the pooled investment concept whereby all invested funds are in one investment pool, except for investments of certain funds that are otherwise restricted. Pooled investment funds will receive an annual distribution of 4% of the endowment fund's average market value for the preceding twelve quarters on a one year lag. Only quarters with funds on deposit shall be included in the average. In addition, a prudence rule will be utilized to limit spending from a particular endowment fund to no lower than 93% of its book value. The Foundation distributed \$17.7 million (4%) and \$15.1 million (4%) in fiscal years 2014 and 2013, respectively.

The total investment return of the Foundation for fiscal year 2014 was \$112.2 million as compared to 2013, which, including realized and unrealized investment activity, was a net gain of approximately \$64.0 million. This is consistent with investment return performance at other institutions.

### University of Massachusetts Dartmouth Foundation, Inc.

Total marketable securities for the Dartmouth Foundation were \$53.5 million at June 30, 2014 up from \$47.9 million at June 30, 2013, which are held by the University of Massachusetts Foundation, Inc. The increase was primarily due to favorable market conditions and new gifts. The Dartmouth Foundation total investment return for fiscal year 2014, including realized and unrealized investment activity, was a net gain of \$4.9 million as compared to a net gain of \$2.9 million in 2013.

### **Tuition and Fees**

Due to declining State Appropriations, the University's Board of Trustees voted to increase mandatory student charges by 7.5% for resident undergraduate students for the 2011-2012 academic year and an additional 4.9% for the 2012-2013 academic year. For academic years 2013-2014 and 2014-2015, the Board of Trustees voted to freeze the mandatory curriculum fee for in state undergraduate students based on the increase to the State appropriation known as the 50/50 described above. Affordability will continue to be a priority of the University and increases in fees will be considered in conjunction with State support on an annual basis.

### **Enrollment**

Except for the Medical School, which admits only Massachusetts residents (as required by Massachusetts Session Laws, 1987, Chapter 199, Section 99), admission to the University is open to residents of the Commonwealth and non-residents on a competitive basis. In the fall 2013 semester, Massachusetts residents accounted for approximately 82% and 54% of the University's total undergraduate and graduate enrollment, respectively. Total enrollment in the fall of 2013 was 61,336 FTE (71,941 headcount students). Enrollments at the University have shown significant increases over the last five years (53,140 FTE in fall 2008). The 15% enrollment growth is consistent with the University's efforts to increase its reach across the Commonwealth and to recruit non-resident students and is reflective of the quality education provided by the University of Massachusetts.

### **Degrees Awarded**

The University awards four levels of degrees, as follows: associate, bachelors, masters and doctoral/professional degrees. A total of 16,447 degrees were awarded in the 2012-2013 academic year reflecting a 5% increase from the previous year. Of these awards, 66% were at the undergraduate level and 30% were at the graduate level. The remaining were associates degrees and undergraduate certificates.

### **Bonds Payable**

As of June 30, 2014, the University had outstanding bonds of approximately \$2.81 billion representing \$2.48 billion of University of Massachusetts Building Authority bonds (the "Building Authority Bonds"), \$59.3 million of University of Massachusetts bonds financed through the Massachusetts Health and Educational Facilities Authority which has been merged into MassDevelopment (the "UMass HEFA Bonds"), and \$275.5 million of bonds financed through the Worcester City Campus Corporation (the "WCCC Bonds"). Bonds payable is the University's largest liability at June 30, 2014. The Building Authority's active projects include residence hall construction and renovation, renovation of general education buildings, replacement of core infrastructure, and construction of academic, laboratory, and research facilities. The proceeds from the UMass HEFA Bonds were used to create a revolving loan program and to fund the construction of two new campus centers at the Boston and Lowell campuses (funded jointly with the Commonwealth).

On March 8, 2013, the Building Authority issued \$212,585,000 of Senior Series 2013-1 Project Revenue Bonds (the "2013-1 Bonds") and \$71,790,000 of Senior Series 2013-2 Project Revenue Bonds (the "2013-2 Bonds"). The 2013-1 Bonds are tax-exempt and mature at various dates through 2043. The interest on the bonds is payable semi-annually each November 1<sup>st</sup> and May 1<sup>st</sup> and the interest rates on the bonds range from 2% to 5%. The 2013-2 bonds are taxable, mature at various dates through 2043 and the interest on the bonds is payable semi-annually each November 1<sup>st</sup> and May 1<sup>st</sup>. The interest rates on the bonds range from 0.43% to 2.686%. The 2013-1 Bonds and 2013-2 Bonds will be used to finance capital projects in the University's Capital Plan.

On August 8, 2013, the Authority issued its \$24,640,000 Project and Refunding Revenue Bonds, Senior Series 2013-3 (the "2013-3 bonds"). The 2013-3 bonds were issued to finance and refinance a project set forth in the University's capital plan, the Edward M. Kennedy Institute for the United States Senate on the Boston campus of the University (the "EMK Project"). The proceeds of the 2013-3 bonds were used to finance the costs of such project, to fund capitalized interest on a portion of the 2013-3 Bonds, to refund a portion of the Authority's Project Revenue Bonds, Senior Series 2009-1 allocable to the construction of the EMK Project, and to pay costs of issuing the 2013-3 Bonds. The 2013-3 Bonds are due (serially) through 2043 with fixed interest rates ranging from 4.0% to 5.0%.

On August 13, 2013, the Authority issued Commercial Paper Note, Series 2013 A and 2013 B in the amount of \$25.0 million for each respective series, with a total amount outstanding of \$50.0 million. The maximum aggregate principal amount of commercial paper which may be outstanding at one time is \$200.0 million. A portion of these notes are secured by an Irrevocable Letter of Credit ("LOC") provided by State Street Bank and Trust Company ("State Street") with respect to the \$125 million Commercial Paper Notes, Series 2013 A, which expires in August of 2016. The remaining \$75 million Commercial Paper Notes, Series 2013 B are secured by a Standby Liquidity Facility Agreement provided by U.S. Bank National Association, which expires in August 2016.

On February 25, 2014, the Building Authority issued \$293,890,000 of Project Revenue Bonds, Senior Series 2014-1 (the "2014-1 Bonds") and \$14,085,000 of Project Revenue Bonds, Senior Series 2014-2 (the "2014-2 Bonds"). The 2014-1 Bonds included a premium of \$21.8 million. The 2014-1 Bonds are tax-exempt and mature at various dates through 2044. The interest on the bonds is payable semi-annually each November 1<sup>st</sup> and May 1<sup>st</sup> and the interest rates on the bonds range from 3% to 5%. The 2014-2 Bonds are federally taxable and mature at various dates through 2019. The interest on the bonds is payable semi-annually each November 1<sup>st</sup> and May 1<sup>st</sup> and interest rates on the bonds range from 0.440% to 2.109%. The 2014-1 and 2014-2 Bonds will

be used to finance capital projects in the University's Capital Plan.

On June 3, 2014, the Building Authority issued \$157,855,000 of Refunding Revenue Bonds, Senior Series 2014-4 (the "2014-4 Bonds"). The 2014-4 Bonds are federally taxable and mature at various dates through 2025. The interest on the bonds is payable semi-annually each November 1<sup>st</sup> and May 1<sup>st</sup> and the interest rates on the bonds range from 0.2% to 3.381%. The 2014-4 Bonds were issued to refinance the Building Authority's Refunding Revenue Bonds, Senior Series 2005-2.

**Capitalized Lease Obligations**

At June 30, 2014, the University had capital lease obligations with remaining principal payments of approximately \$2.2 million which is a \$4.3 million decrease from the remaining principal payments of \$6.5 million at June 30, 2013. The capital leases primarily consist of telecommunications, software and co-generation systems, and campus energy conversions. The decrease in obligations is due to scheduled lease payments.

**University Rating**

The University is relying on a carefully planned and executed debt strategy to support master and strategic planning at the campuses and for the University as a whole. The University has been rewarded for its strategic planning by recent ratings upgrades. Bonds issued by the University of Massachusetts and the University of Massachusetts Building Authority are now AA, Aa2 and AA- as rated by Fitch, Moody's and Standard & Poor's rating agencies, respectively.

**Limitations on Additional Indebtedness**

The University may, without limit, issue additional indebtedness or request the Building Authority to issue additional indebtedness on behalf of the University so long as such indebtedness is payable from all available funds of the University. However, the University may request that the Building Authority issue additional indebtedness not payable from all available funds of the University provided that the additional indebtedness is secured by certain pledged revenues and the maximum annual debt service on all revenue indebtedness does not exceed 8% of the University's available revenues.

The Building Authority is authorized by its enabling act to issue bonds with the unconditional guarantee of the Commonwealth of Massachusetts for the punctual payment of the interest and principal payments on the guaranteed bonds. The full faith and credit of the Commonwealth are pledged for the performance of its guarantee. The enabling act, as amended, presently limits to \$200 million the total principal amount of notes and bonds of the Building Authority that may be Commonwealth guaranteed and outstanding at any one time. The amount of bond obligation guaranteed by the Commonwealth at June 30, 2014 and 2013 was \$125.6 million and \$129.5 million, respectively.

**Capital Plan**

In September 2013, the University's Trustees approved a \$5.5 billion five-year (fiscal years 2014-2018) update to its capital plan with \$3.8 billion of projects approved to continue or commence over the next 24 months. The University generally has funded its capital plans through a combination of funding received from University operations, bonds issued by the University of Massachusetts Building Authority, MassDevelopment financing, Commonwealth appropriations, and private fundraising. The execution of many projects from the University's capital plan is from funding from the Commonwealth through the Higher Education and Life Sciences Bond Bills.

Campus	Total 5-Year Plan FY14 - FY18	Total Approved Projects (as of Sept 2014)
Amherst	\$1,417,236	\$1,453,445
Boston	\$1,291,935	\$962,585
Dartmouth	\$721,328	\$438,510
Lowell	\$1,516,400	\$865,400
Worcester	\$523,598	\$153,340
<b>TOTAL</b>	<b>\$5,470,497</b>	<b>\$3,873,280</b>
<b># of Projects</b>	<b>255</b>	<b>191</b>

The University's five-year capital plan for fiscal years 2014-2018 includes both new projects and major projects that were previously approved by the University Trustees in prior-year capital plans. Over the last year the University has been working with the Board to enhance its policy regarding its approval of capital projects to ensure a clear process for the review and approval of projects and to provide for multiple reviews during the process so that the President's Office, Building Authority and the Board of Trustees (the Board) are actively involved. Since the capital program requires significant investment, the President's office and the Board wanted to ensure that the proper steps were in place for reviewing and approving projects so that the University continues to live within its current capital and debt policies. The capital plan is currently being reviewed and is set to go before the Board for its biennial review at the December Board meeting.

**Factors Impacting Future Periods**

There are a number of issues of University-wide importance that directly impact the financial operations of the University. Many of these issues, such as improving academic quality, realizing strong financial results, investing in capital assets, expanding fundraising capacity, operating more efficiently and being the most effective University for students and the Commonwealth given the available resources, and measuring performance are ongoing activities of continuous importance to the Board of Trustees and University leadership that impact the financial and budget planning each year. The level of state support, the impact of collectively

bargained wage increases, and the ability of student-fee supported activities to meet inflationary pressures determine the limits of program expansion, new initiatives and strategic investments, as well as the ability of the University to meet its core mission and ongoing operational needs.

Despite challenging economic times in the Commonwealth since fiscal year 2009, the University of Massachusetts continues to focus on improving its competitive position. To meet increased student demand, boost academic credentials, and improve campus infrastructure, the University has expanded and acquired several strategic properties in the past few fiscal years:

- The Massachusetts Accelerator for Biomanufacturing (MAB) is a new 35,000 square foot bioprocessing facility located on a four acre site within the newly developed South Coast Life Sciences & Technology Park in Fall River. The facility looks to enhance the University's program offerings to assist small companies developing therapeutic biologic products with the transition from scientific protocol to large scale production processes that meet both industry and regulatory quality standards.
- In the fall of 2014, the University opened the Springfield Satellite Center to offer bachelor and master level courses associated with a variety of existing academic degrees and certificates that are already available to citizens of Greater Springfield at nearby locations and/or online. The Center will also house selected outreach, research, and economic development programs and activities.
- A satellite campus associated with the Umass Lowell, in Haverhill, is currently being explored to better serve its student population. A permanent site is being explored and a temporary site is being utilized in the current year in partnership with Northern Essex Community College.

Despite these successful acquisitions, the ability to address priority capital needs and requirements for deferred maintenance, technology, repairs and adaptation, and selected new construction projects is one of the largest challenges facing the University. Despite investing more than \$2.5 billion on capital improvements over the last decade, the University's FY14-18 capital plan projects spending another \$5.5 billion over the next five years. The commitment of operating funds for servicing debt and/or funding capital expenditures has an ongoing impact on the overall financial position of the University. In order to support the University's capital plan, the University of Massachusetts Building Authority will be issuing new bonds for renovations, new construction, and deferred maintenance projects at the Amherst, Boston, Dartmouth, Lowell, and Worcester campuses in support of the capital plan. The University is currently working with the Building Authority to determine the timing of the next bond issuance in support of the FY14 – FY18 Capital Plan.

The University, as well as Legislative and Executive Leadership in the Commonwealth, understand that despite the significant level of capital activity being financed through University debt, a much higher level of state support needs to be dedicated to higher education facilities. As such, the Massachusetts Legislature passed a higher education bond bill in August 2008 that was filed by Governor Patrick. The Higher Education Improvement Act authorized \$2.2 billion for capital improvement spending over the next ten years at community colleges, state universities, and the University. More than \$1 billion of these funds are directed to University projects exclusively. Although the financial challenges faced by the Commonwealth have slowed down the pace of this funding, the capital plans prepared by the Commonwealth's Executive Office for Administration and Finance maintain the commitment to fund \$1 billion of capital activity at the University over the ten-year period from FY09-18. To date the \$1 billion dedicated by the State to the University has been programmed toward funding critical capital projects at all of the campuses and we are currently working with the Commonwealth to secure additional authorizations for the future.

In addition, a major state effort to assist the Commonwealth in increasing its competitive position in the Life Sciences Industry was signed into law by the Governor on June 16, 2008. The \$1 billion Life Sciences Industry Investment Act authorized \$500 million of capital funding over ten years. It is anticipated that some portion of this funding, possibly as much as \$242 million, will be used to support facility improvements at the University. \$90 million has already been dedicated to partially fund the Sherman Center at the University's Medical School in Worcester. Additionally \$95 million has been provided for a research facility at the Amherst Campus and significant capital investments in collaborative facilities and programs involving the Boston, Dartmouth, and Lowell campuses.

The impact of this increased level of state capital support from both the Higher Education Bond Bill and the Life Sciences Bond Bill is illustrated on the financial statements where capital appropriations and grants exceeded \$112 million in fiscal years 2014 and 2013.

In addition to capital funding, the life sciences initiative provides a number of opportunities for the University to participate in the planning and program implementation of this important economic development effort.

The University's Boston Campus is situated on a peninsula in Boston Harbor which is also home to the John F. Kennedy Presidential Library and the Massachusetts State Archives and Commonwealth Museum. Construction is almost complete on the Edward M. Kennedy Institute for the United States Senate. The Kennedy Institute will focus on political study, training sessions for students and politicians, and historical records. The Institute will add significant prominence to the Boston Campus and the University.

Research funding for the University of Massachusetts was strong despite Federal sequestration of funds. For the University, research expenditures were \$591.1 million in fiscal year 2013 and \$597.5 million in fiscal year 2012. Most research at the University is externally funded, with the federal government providing a majority of the funding through the National Institutes of

Health, the National Science Foundation, and other sources. Among Massachusetts colleges and universities, UMass ranks third in research and development expenditures, behind only MIT and Harvard. The University, as well as most major public research universities across the United States, is closely monitoring the potential reduction in federal funding for research and development programs.

In recent years the online learning consortium of the University, UMassOnline, has shown significant growth in enrollments, course offerings and revenue generation benefiting the campuses and raising the profile of the University throughout this important sector of the higher education market. UMassOnline provides marketing and technology support for UMass' online offerings that enable students, professionals, and lifelong learners to take courses anywhere, anytime. With over 130 undergraduate and graduate degree, certificate and professional development programs and more than 1,500 courses available from University faculty, UMassOnline is one of the largest accredited online programs available.

For fiscal year 2014, UMass Online and the Continuing Education units at the five campuses collaboratively generated tuition revenue in excess of \$85.1 million and supported 63,496 course enrollments, an increase of 8.7% for revenue and an increase of 7.3% for course enrollments as compared to fiscal year 2013.

The University continues to increase its global reach through a coordinated effort in international activities to develop partnerships and programs to bring faculty, visiting scholars and students from other countries to the University; to integrate study abroad opportunities into the undergraduate and graduate curriculum; and to encourage faculty to engage in research, teaching and service activities around the world.

The Commonwealth's fiscal year 2013 budget approved in June 2012 included a base state appropriation amount for the University equal to the base state appropriation received in fiscal year 2012. In addition to the base state appropriation, the budget also provided \$25.6 million to cover the fiscal year 2013 cost of the collective bargaining increases for the University's union employees and \$6.6 million of line item funding specific to the University. With state support consistent with the FY11 level despite the fact that enrollment has increased at the University by 15% over the last five years, the University's Board of Trustees approved a 4.9% tuition and fee increase for undergraduate students for the 2012-2013 academic year. In January of 2013, the Governor imposed mid-year budget reductions to bring the State budget into balance. As part of the reductions, the University received a 1% reduction equating to \$4.2 million. Through working with the Legislature, the University was able to utilize revenues to meet the reduction so that there would be no impact on the fringe support provided by the State. Each campus and the central office absorbed the reduction into operations for fiscal year 2013.

The fiscal year 2014 budget approved in July 2013 included a new funding model that would have the State assume 50% of the cost to educate a Massachusetts student at the University. The 50:50 funding proposal required an investment by the Commonwealth of \$39.1 million in each of the next two fiscal years, 2014 and 2015). This investment, along with the additional fringe support of \$10.8 million gained from the increase in the State appropriation will provide the University with \$100 million in additional appropriation over the next two fiscal years. The 2014 State budget included language (outside section 162) providing for the second year commitment to reach the goal of 50:50. This initiative has had an immediate and meaningful impact on thousands of Massachusetts residents who have not had an increase in their tuition and mandatory curriculum fees for the upcoming academic year. It also provides them with more long-term relief by allowing them to graduate and enter the workforce with less student debt. The total appropriation for fiscal year 2014 is \$478.7 million. These State funds are used entirely to support salary costs and the associated fringe benefit from having employees funded using the State appropriation.

Despite increased State support for fiscal year 2014, the University continues to examine our operations and implement meaningful, financially impactful improvements wherever possible. Understanding that the current fiscal environment poses significant challenges for the University and its students, the responsibility to be a good steward of limited resources is taken seriously. The University, through its Board of Trustees, created a permanent Task Force on Efficiencies and Effectiveness charged with helping to ensure that improving quality through more efficient and effective operations continues to be a priority for the University. The Task Force, along with the President's Office and the campuses is working to promote a more standardized approach for cross campus collaboration and oversight of the entire effort, track and report progress, and quantify the benefits to the University and its campuses. Over the last few years the University has achieved measureable savings and efficiencies and expects current efforts to yield additional savings going forward.

The fiscal year 2015 budget approved in July 2014 provided for a base state appropriation of \$519.0 million which represents the second installment of the 50:50 plan which began in fiscal year 2014. This investment along with the additional fringe support allowed the University to freeze the mandatory curriculum fee for the second consecutive year for in state undergraduate students. However, the State did not fund the first year of collective bargaining contracts to date that cost approximately \$13 million in State support. The University continues to advocate for these funds as negotiations using State set parameters continue.

As the University begins planning for fiscal year 2016, we continue to monitor State revenues and advance work in efficiency and effectiveness efforts wherever possible. In addition, as the campuses continue to make progress on capital projects, the University is looking to the State for its next round of bond funding in support of new and deferred maintenance projects in support of the plan. Meanwhile, each campus continues their fundraising efforts and capital campaigns.

#### **Contacting the University**

This financial report is designed to provide the University, the Commonwealth, the public and other interested parties with an overview of the financial results of the University and an explanation of the University's financial condition. If you have any questions about this report or require additional information, you can contact the University by calling the University Controller, Sarah Mongeau, at (774) 455-7520 or by email at [smongeau@umassp.edu](mailto:smongeau@umassp.edu).

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**University of Massachusetts**  
**Consolidated Statement of Net Position**  
**As of June 30, 2014 and 2013**  
**(in thousands of dollars)**

	University June 30, 2014	University Related Organizations June 30, 2014	University June 30, 2013 (adjusted)	University Related Organizations June 30, 2013
<b>ASSETS</b>				
<b>Current Assets</b>				
Cash and Cash Equivalents	\$63,752		\$93,939	
Cash Held By State Treasurer	27,867		23,883	
Accounts, Grants and Loans Receivable, net	231,156		235,988	
Pledges Receivable, net	11,320	785	12,461	887
Short Term Investments	192,957		170,916	
Inventories, net	16,298		19,769	
Accounts Receivable from UMass Memorial Due From Related Organizations	40,807 181	354	12,734 230	380
Other Assets	8,412	539	9,904	2,563
<b>Total Current Assets</b>	<b>692,750</b>	<b>1,678</b>	<b>679,824</b>	<b>3,830</b>
<b>Noncurrent Assets</b>				
Cash and Cash Equivalents		1,378		1,041
Cash Held By State Treasurer	8,429		9,339	
Cash and Securities Held By Trustees	704,186		622,791	
Accounts, Grants and Loans Receivable, net	40,498		39,388	
Pledges Receivable, net	6,465	677	3,907	1,109
Investments	775,953	452,529	717,729	389,376
Other Assets	7,860	62	10,295	173
Investment in Plant, net	4,064,786	8,478	3,705,517	8,819
<b>Total Noncurrent Assets</b>	<b>5,808,177</b>	<b>463,124</b>	<b>5,108,966</b>	<b>400,318</b>
<b>Total Assets</b>	<b>\$6,200,927</b>	<b>\$464,802</b>	<b>\$5,688,790</b>	<b>\$404,148</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred Change in Fair Value of Interest Rate Swaps	\$41,082		\$40,207	
Loss on Debt Refunding	71,798		74,079	
<b>Total Deferred Outflows of Resources</b>	<b>\$ 112,880</b>		<b>\$ 114,286</b>	
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$113,650	\$174	\$129,238	\$94
Accrued Salaries and Wages	110,464		106,016	
Accrued Compensated Absences	74,092		73,118	
Accrued Workers' Compensation	4,352		4,198	
Accrued Interest Payable	21,872		22,316	
Bonds Payable	196,608		328,126	
Capital Lease Obligations	2,232		4,302	
Accelerated variable rate debt, current	50,000			
Assets Held on behalf of Others		13,797		12,307
Accounts Payable to UMass Memorial Due To Related Organizations	3,864 354	181	4,364 380	230
Unearned Revenues and Credits	40,923	1,373	40,388	1,973
Advances and Deposits	6,912		7,946	
Other Liabilities	49,007		52,530	
<b>Total Current Liabilities</b>	<b>674,330</b>	<b>15,525</b>	<b>772,922</b>	<b>14,604</b>
<b>Noncurrent Liabilities</b>				
Accrued Compensated Absences	31,779		30,410	
Accrued Workers' Compensation	10,811		10,429	
Bonds Payable	2,617,149		2,213,722	
Capital Lease Obligations			2,238	
Derivative Instruments, Interest Rate Swaps	68,843		69,325	
Unearned Revenues and Credits	21,243		20,199	
Advances and Deposits	28,094		27,943	
Other Liabilities	43,283	3,483	41,532	3,332
<b>Total Noncurrent Liabilities</b>	<b>2,821,182</b>	<b>3,483</b>	<b>2,415,798</b>	<b>3,332</b>
<b>Total Liabilities</b>	<b>\$3,495,512</b>	<b>\$19,008</b>	<b>\$3,188,720</b>	<b>\$17,936</b>
<b>Net Position:</b>				
Invested in Capital Assets Net of Related Debt Restricted	\$1,800,767	\$8,477	\$1,682,173	\$8,619
Nonexpendable	17,387	309,718	18,058	290,858
Expendable	174,530	101,195	156,469	74,706
Unrestricted	825,611	26,404	757,656	12,029
<b>Total Net Position</b>	<b>\$2,818,295</b>	<b>\$445,794</b>	<b>\$2,614,356</b>	<b>\$386,212</b>

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

**University of Massachusetts**  
**Consolidated Statement of Revenues, Expenses, and Changes in Net Position**  
**For The Years Ended June 30, 2014 and 2013**  
(in thousands of dollars)

	University June 30, 2014	University Related Organizations June 30, 2014	University June 30, 2013 (adjusted)	University Related Organizations June 30, 2013
<b>REVENUES</b>				
<b>Operating Revenues</b>				
Tuition and Fees (net of scholarship allowances of \$201,186 at June 30, 2014 and \$189,753 at June 30, 2013)	\$740,116		\$707,495	
Federal Grants and Contracts	322,047		334,697	
State Grants and Contracts	74,996		68,794	
Local Grants and Contracts	2,223		2,253	
Private Grants and Contracts	112,428		106,714	
Sales and Service, Educational	21,792		19,237	
Auxiliary Enterprises	349,485		319,544	
Other Operating Revenues:				
Sales and Service, Independent Operations	44,296		46,062	
Sales and Service, Public Service Activities	448,478		447,119	
Other	93,418		100,839	
<b>Total Operating Revenues</b>	<b>2,209,279</b>		<b>2,162,764</b>	
<b>EXPENSES</b>				
<b>Operating Expenses</b>				
<b>Educational and General</b>				
Instruction	690,635		657,841	
Research	407,425		405,223	
Public Service	77,985	\$11,066	74,510	\$12,573
Academic Support	151,000		145,551	
Student Services	119,295		108,746	
Institutional Support	219,920		209,975	
Operation and Maintenance of Plant	214,972		203,115	
Depreciation and Amortization	204,233	200	185,261	202
Scholarships and Fellowships	49,242	177	49,731	77
Auxiliary Enterprises	265,080		248,765	
Other Expenditures				
Independent Operations	44,861		47,826	
Public Service Activities	365,252		327,283	
<b>Total Operating Expenses</b>	<b>2,808,900</b>	<b>11,443</b>	<b>2,683,837</b>	<b>12,862</b>
<b>Operating Loss</b>	<b>(600,621)</b>	<b>(11,443)</b>	<b>(511,083)</b>	<b>(12,862)</b>
<b>NONOPERATING REVENUES/(EXPENSES)</b>				
Federal Appropriations	7,020		6,774	
State Appropriations	570,618		519,311	
Gifts	29,013	11,063	30,044	9,452
Investment Income	86,685	42,849	56,037	24,540
Endowment Income	16,642	1,070	13,614	1,160
Interest on Indebtedness	(89,496)		(91,364)	
Nonoperating Federal Grants	74,279		70,586	
Other Nonoperating Income	1,046		1,002	
<b>Net Nonoperating Revenues</b>	<b>695,807</b>	<b>54,982</b>	<b>606,004</b>	<b>35,162</b>
<b>Income Before Other Revenues, Expenses, Gains, and Losses</b>	<b>95,186</b>	<b>43,539</b>	<b>94,921</b>	<b>22,300</b>
<b>OTHER REVENUES, EXPENSES, GAINS, AND LOSSES</b>				
Capital Appropriations	112,132		112,581	
Capital Grants and Contracts	21,967		39,347	
Additions to Permanent Endowments		17,566		16,056
Net Amounts Earned/Received on Behalf of Others		(1,555)		(928)
Capital Contribution	250		4,514	
Disposal of Plant Facilities	(6,198)		(8,802)	
University Related Organization Transactions				
Other Additions/(Deductions)	(19,416)	32	2,939	(9,051)
<b>Total Other Revenues, Expenses, Gains, and Losses</b>	<b>108,783</b>	<b>16,043</b>	<b>160,579</b>	<b>6,077</b>
<b>Total Increase in Net Position</b>	<b>203,939</b>	<b>59,582</b>	<b>245,500</b>	<b>28,377</b>
<b>NET POSITION</b>				
Net Position at Beginning of Year, as reported	2,614,356	386,212	2,389,377	357,835
Cummulative effect of change in accounting principle			(20,521)	
Net Position at Beginning of Year, as adjusted			2,368,856	
<b>Net Position at End of Year</b>	<b>\$2,818,295</b>	<b>\$445,794</b>	<b>\$2,614,356</b>	<b>\$386,212</b>

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

**University of Massachusetts**  
**Consolidated Statements of Cash Flows**  
**For The Years Ended June 30, 2014 and 2013**  
(In thousands of dollars)

	University June 30, 2014	University June 30, 2013
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Tuition and Fees	\$793,246	\$780,540
Grants and Contracts	798,973	695,492
Payments to Suppliers	(1,273,331)	(1,038,532)
Payments to Employees	(1,298,736)	(1,292,185)
Payments for Benefits	(288,288)	(283,775)
Payments for Scholarships and Fellowships	(49,236)	(49,725)
Loans Issued to Students and Employees	(7,212)	(7,230)
Collections of Loans to Students and Employees	5,302	5,755
Auditory Enterprises Receipts	338,458	305,907
Sales and Service, Educational	21,813	19,372
Sales and Service, Independent Operations	49,781	89,181
Sales and Service, Public Service Activities	471,119	466,113
<i>Net Cash Used in Operating Activities</i>	<u>(440,311)</u>	<u>(329,088)</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
State Appropriations	628,537	577,841
Tuition Remitted to the State	(34,325)	(35,103)
Federal Appropriations	7,020	6,774
Gifts and Grants for Other Than Capital Purposes	25,990	23,047
Nonoperating Federal Grants	74,279	70,588
Student Organization Agency Transactions	31	(518)
<i>Net Cash Provided by Noncapital Financing Activities</i>	<u>701,533</u>	<u>642,627</u>
<b>CASH FLOWS FROM CAPITAL AND OTHER FINANCING ACTIVITIES</b>		
Proceeds from Capital Debt	587,555	303,752
Bond Issuance Costs Paid	(3,847)	(2,151)
Capital Appropriations	112,132	112,582
Capital Grants and Contracts	37,584	40,324
Purchases of Capital Assets and Construction	(208,444)	(273,885)
Principal Paid on Capital Debt and Leases	(257,837)	(78,347)
Interest Paid on Capital Debt and Leases	(104,441)	(95,550)
Use of Debt Proceeds on Deposit with Trustees	(357,204)	(537,050)
<i>Net Cash Used in Capital Financing Activities</i>	<u>(194,302)</u>	<u>(628,325)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from Sales and Maturities of Investments	1,141,204	1,067,591
Interest on Investments	8,959	9,172
Purchase of Investments	(1,162,801)	(1,022,629)
<i>Net Cash (Used In)/Provided by Investing Activities</i>	<u>(12,638)</u>	<u>54,134</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	<b>54,282</b>	<b>(160,652)</b>
Cash and Cash Equivalents - Beginning of the Year	749,952	910,604
Cash and Cash Equivalents - End of Year	<u>\$804,234</u>	<u>\$749,952</u>
<b>RECONCILIATION OF OPERATING LOSS TO NET CASH USED BY OPERATING ACTIVITIES</b>		
Operating Loss	(\$600,621)	(\$511,083)
<i>Adjustments to reconcile loss to net cash used by Operating Activities:</i>		
Depreciation and Amortization Expense	\$204,233	185,261
<i>Changes in Assets and Liabilities:</i>		
Receivables, net	2,305	(14,984)
Inventories	3,471	1,873
Due to/from Related Organizations	(75)	(105)
Accounts Receivable/Payable UMass Memorial	(28,573)	(6,175)
Other Assets	(16,748)	(2,090)
Accounts Payable (non-capital)	(10,550)	(7,039)
Accrued Liabilities	7,327	13,632
Deferred Revenue	1,579	(2,182)
Advances and Deposits	(883)	(962)
Other Liabilities	(1,777)	14,948
<i>Net Cash Used in Operating Activities</i>	<u>(\$440,312)</u>	<u>(\$329,086)</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH ACTIVITIES:</b>		
Assets acquired and included in accounts payable and other liabilities	\$56,705	\$61,743
Loss on disposal of capital assets	(\$6,198)	(8,802)
Unrealized gain on investments	50,353	7,932

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

UNIVERSITY OF MASSACHUSETTS

COMMITTEE ASSIGNMENTS

2015

*as of 2/18/15*

COMMITTEE ON ACADEMIC  
AND STUDENT AFFAIRS

Alyce J. Lee, Chair  
Kerri Osterhaus-Houle, M.D., Vice Chair  
Lawrence M. Carpmann  
Sarah Freudson  
Maria D. Furman  
Phillip J. Geoffroy  
Zoila M. Gomez  
Ruben J. King-Shaw, Jr.  
Patrick Lowe  
Jacob D. Miller  
Nolan O'Brien  
R. Norman Peters  
Margaret D. Xifaras  
Henry M. Thomas, III  
Victor Woolridge (Chairman)

COMMITTEE ON ADMINISTRATION  
AND FINANCE

James R. Buonomo, Chair  
Ruben J. King-Shaw, Vice Chair  
Richard P. Campbell  
Edward W. Collins, Jr.  
David G. Fubini  
Maria D. Furman  
Philip W. Johnston  
Alyce J. Lee  
Jacob D. Miller  
Jeffrey B. Mullan  
Nolan O'Brien  
R. Norman Peters  
James A. Peyser  
Henry M. Thomas, III  
Victor Woolridge (Chairman)

UNIVERSITY ADVANCEMENT COMMITTEE

R. Norman Peters, Chair  
Richard P. Campbell, Vice Chair  
Lawrence M. Carpmann  
Sarah Freudson  
David G. Fubini  
Maria D. Furman  
Phillip J. Geoffroy  
Margaret D. Xifaras  
Victor Woolridge (Chairman)

AUDIT COMMITTEE

Maria D. Furman, Chair  
Edward W. Collins, Jr., Vice Chair  
James R. Buonomo  
Richard P. Campbell  
Victor Woolridge (Chairman)

GOVERNANCE COMMITTEE

Ruben J. King-Shaw, Jr., Chair  
Philip W. Johnston, Vice Chair  
Maria D. Furman  
Jeffrey B. Mullan  
Victor Woolridge (Chairman)

COMPENSATION COMMITTEE

Jeffrey B. Mullan, Chair  
Ruben J. King-Shaw, Jr., Vice Chair  
Philip W. Johnston  
Victor Woolridge (Chairman)

## CURRICULUM VITAE

### **ROGER B. EATON, Ph.D.**

Director

New England Newborn Screening Program  
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### **Education**

1976-1981	M.S. and Ph.D.	State University of New York at Buffalo, Buffalo, New York (Department of Microbiology)
1970-1974	B.A.	University of Vermont, Burlington, Vermont.

### **Appointments**

1998-Present	Acting Director, then Director, New England Newborn Screening Program, 305 South Street, Jamaica Plain, MA 02130
	Associate Professor, Department of Pediatrics, University of Massachusetts Medical School, Worcester, MA 01655
1991-Present	Chief of Laboratory-Serology, New England Newborn Screening Program, 305 South Street, Jamaica Plain, MA 02130
1987-1991	Associate in Rheumatology and Immunology, Brigham and Women's Hospital, 75 Francis Street, Boston, MA 02115
1984-1991	Instructor in Medicine, Harvard Medical School, Department of Rheumatology and Immunology, Boston, MA 02115
1981-1984	Postdoctoral Fellow, Harvard Medical School, and Research Fellow, Brigham and Women's Hospital (joint appointment), Boston, MA 02115

### **Additional Professional Experience**

2014 – Present	Member, Association of Public Health Laboratories, Good Laboratory Practices Task Force
2014-Present	Member, Association of Public Health Laboratories, Health Information Technology Workgroup

2013-Present	Advisory Board Member, HRSA-grant Sickle Cell Disease Newborn Screening Program Advisory Board. (Barry Zuckerman, M.D., Boston Medical Center, Principal Investigator).
2012-2013	Member, Massachusetts Department of Health Critical Congenital Heart Disease (CCHD) Screening Advisory Group
2011	Member of Organizing Committee, APHL Newborn Screening and Genetic Testing Symposium, San Diego, CA (November, 2011)
2010-Present	Member, UMass Medical School Commonwealth Medicine Division Strategic Planning Goal #1 (Quality Improvement) Workgroup
2010-2013	Member, Newborn Screening Translational Research Network (NBSTRN) Newborn Screening Laboratories Workgroup
2010	Member, Health Information Technology Workgroup for the Secretary's Advisory Committee on Heritable Disorders in Newborns and Children (HIT Workgroup for SACHDNC)
2009	NBSTRN participation: a) Participant, NCC Meeting with State Public Health, NBS and Diagnostic Providers, April 6-7, Bethesda, MD b) Participant, NCC NBSTRN Planning Meeting, April 16-17, TBA.
2009-2013	Member, National Coordinating Center for the Genetics and Newborn Screening Regional Collaborative Groups (NCC) Emergency Preparedness Workgroup.
2009	Invited Expert: A Stakeholder's Conference - Determine the Feasibility of G6PD Deficiency Identification for Prevention of Severe Neonatal Hyperbilirubinemia. Jointly Sponsored by HRSA and HHS. July 29-29, 2009, Bethesda, MD.
2008	Invited Expert to the National Contingency Planning for Newborn Screening Stakeholders Workgroup Meeting, Sept. 24-26, CDC, Atlanta, GA. A workgroup co-sponsored by CDC and APHL to develop the national newborn screening emergency response plan, which was required by the Newborn Screening Saves Lives Act of 2007 (Public Law 110-204)
2007-Present	Committee Member, Clinical Affairs Committee of the Commonwealth Medicine Division, University of Massachusetts Medical School.
2007-2011	Project Leader, <i>Multicenter Validation of Algorithms to Improve Communications of Positive Newborn Screening Results to the Medical Home</i> . Priority Focus 1 of Region 1, New England Regional Genetics and Newborn Screening Collaborative Grant. HRSA

- 2006-Present Member, Leadership Forum, Commonwealth Medicine Division, University of Massachusetts Medical School.
- 2006 Invited expert to workgroup co-sponsored by APHL, CDC, HRSA, and NNSRG to develop strategy to definitively determine the need for routine second specimens for effective newborn screening in the USA. Washington, D.C.
- 2005-Present Expert Consultant and Presenter, Newborn Screening Advisory Committee to the State of New Hampshire Department of Public Health
- 2004-Present Expert Consultant and Presenter, Newborn Screening Technical Advisory Committee to the Commonwealth of Pennsylvania Department of Public Health
- 2000-Present Member, International Society of Newborn Screening.
- 1998-Present Expert Consultant and Presenter, Newborn Screening Advisory Committee to the Commissioner of the Massachusetts Department of Public Health.
- 2006 Participant, Strategic Planning Workshop Series for Strategic Planning and Development of Commonwealth Medicine Division, University of Massachusetts Medical School.
- 2006 Invited expert to workgroup co-sponsored by APHL, CDC, HRSA, and NNSRG to develop strategy to definitively determine the need for routine second specimens for effective newborn screening in the USA. Washington, D.C.
- 2003-2006 Member, HRSA sponsored National Laboratory Workgroup, for newborn screening Program Evaluation and Assessment Scheme (PEAS) development
- 2003-2006 Member, The Systematic Review On Congenital Toxoplasmosis (SYOCOT) study group (European-based)
- 2001-2003 Principal Investigator, HRSA 6H46MC 00198. *Development of a Multistate Database and Other Materials for Assessing the Validity and Utility of Tandem Mass Spectrometry-based and Cystic Fibrosis Newborn Screening.*
- 2002 Participant, NIH National Workshop "Workshop to Develop Newborn Screening Technology for SCID"
- 2002 Participant, CDC National Workshop "Banking of Newborn Dried Blood Spots for Public Health"
- 2002 Participant, HRSA National Workshop "Challenges for the Future: Newborn Screening State Policies and Procedures"

- 2001 Participant, HRSA National Workshop “Interfacing MS-MS Outcome Information into Newborn Screening Systems”
- 2001 Participant, CDC National Workshop “Applying Genetic and Public Health Strategies to Primary Immunodeficiency Diseases”
- 1998 Member, Centers for Disease Control, National Workgroup on Toxoplasmosis.

#### **Major National and International Presentations**

- 2010 Special Challenges of State Programs that Screen for Other States: Program – to – Program Communications. Issues and Answers Series: Newborn Screening Laboratory Health Information Exchange Bethesda , MD. November 1-2, 2010
- 2010 Hemoglobin Codes: Some Issues Still Requiring Resolution. Issues and Answers Series: Newborn Screening Laboratory Health Information Exchange Bethesda , MD. November 1-2, 2010
- 2008 *Evaluation of State Data on Congenital Hypothyroidism: Massachusetts.* Presentation to a national workshop co-sponsored by the Division of Birth Defects and Developmental Disabilities, CDC: Newborn Screening and Molecular Biology Branch, CDC: Genetics Services Branch, HRSA: National Newborn Screening and Genetics Resource Center. CDC, Atlanta, Georgia. February 2008.
- 2008 *Newborn Screening Systems: Utilizing Partnerships For Follow-up ; New England Newborn Screening Program: Follow-up Activities for Massachusetts and Rhode Island.* Invited Speaker, Secretary’s Advisory Committee on Heritable Disorders and Genetic Diseases in Newborns and Children. Washington, DC. January 2008
- 2007 *Programa de Tamizaje Neonatal UMASS Medical Center.* Plenary Speaker, I Congreso Centro Americano de Neonatología and XX Curso Internacional de Perinatología y Neonatología. Guatemala City, Guatemala. November 2007
- 2007 *Quality Assurance Plan: Making it Work to Improve Laboratory Quality.* Plenary Lecture to 2007 Newborn Screening and Genetic Testing Symposium, Minneapolis, MN.
- 2005 *Panorama del Desarrollo y Evolución de los Programas de Tamiz Neonatal.* Conferencias Magistrales, 35<sup>th</sup> Congreso Mexicano de Patología Clínica, Monterrey, Mexico.

- 2000 Co-Chairman and Presenter at the session "Focus on Preventive Strategies." *Newborn Screening for Congenital Toxoplasmosis*. European Conference on Congenital Toxoplasmosis, Vienna.
- 1999 *Newborn Screening for Congenital Toxoplasmosis: The Boston Experience*. Presentation at the meeting "Toxoplasmosi Congenita", organized by the National Institute of Health of Italy in Rome, May 24, 1999.
- 1994 *Progress and Problems of Serologic Screening: The New England Experience*. Presented the laboratory aspects of toxoplasmosis screening to the 2<sup>nd</sup> Annual Meeting of the European Research Network on Congenital Toxoplasmosis, Bonn, Germany.
- 1988 *Pruebas Immunoenzimaticas En Immunologia (Immunoenzymatic Assays in Immunology)*. Delivered lecture to the Simposio de Immunologia Clinica Talleres de Histocompatibilidad y Autoinmunidad, December 1-3, 1988, Bogota, Colombia.

#### BIBLIOGRAPHY

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4. Valle RR, Eaton RB, Schneider G, Schur PH. *Complement activation by antibodies to DNA in systemic lupus erythematosus measured by enzyme immunoassay*. *Clin Immunol Immunopathol* 34:345-354 (1985).
5. Wood JJ, O'Mahoney JB, Roderick ML, Eaton RB, Demling RH, Mannick JA. *Abnormalities of antibody production following thermal injury*. *Arch Surg* 121:108-115 (1986).
6. Fronek Z, Vale RR, Eaton RB, Schur PH. *The relationship between Sm and RNP antigens*. *Clin Immunol Immunopathol* 41:91-107 (1986).
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8. LaFond RE, Eaton RB, Watt RA, Vilee CA, Actor JK, Schur PH. *Autoantibodies to c-myc protein: Elevated levels in patients with African Burkitt's Lymphoma and normal Ghanians*. *Autoimmunity* 13:215-224 (1992).

9. Chang D-M, Eaton RB, Schur PH. *Characterization of native and recombinant interleukin-1 inhibitor on T cell, monocyte, and B cell response to interleukin-1*. Biomedical Research 13:113-124 (1992).
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14. Eaton RB, Lynfield R, Grady GF. *Immunology of the newborn, In Proceedings of the Third Meeting of the International Society for Neonatal Screening*. Ed. Levy HL, Hermos RJ, Grady GF. Presentation of a review of the field, October 21-24, 1996.
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# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: University of Massachusetts

Name of Program: Newborn Screening Laboratory Services

<b>BUDGET PERIOD: SFY 16</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Roger B. Eaton, Ph.D.	Director, NE Newborn Screening P	\$140,816	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>

<b>BUDGET PERIOD: SFY 17</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Roger B. Eaton, Ph.D.	Director, NE Newborn Screening P	\$143,632	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>

<b>BUDGET PERIOD: SFY 18</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Roger B. Eaton, Ph.D.	Director, NE Newborn Screening P	\$146,505	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>