



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

July 2, 2014

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** agreement with the University of New Hampshire, Office of Sponsored Research (VC #177867-B046), Durham, NH, in the amount of \$10,000.00 to perform laboratory analysis of shellfish samples for *Vibrio parahaemolyticus* presence and genetic characteristics, effective upon approval by Governor and Council through December 31, 2014. 100% Federal Funds.

Funding is available as follows:

03-44-44-442010-3642-020-500239 FY 2015
\$10,000
Dept. Environmental Services, Coastal Zone Management, Current Expense

EXPLANATION

This agreement is **SOLE SOURCE** because the University of New Hampshire, Department of Natural Resources and the Environment (NREN), is the only local laboratory that has the capacity to handle the sampling requirements and the ability to provide the genetic testing needed by the study. In recent years the commercial oyster aquaculture industry in New Hampshire has grown significantly, from two licensed sites in 2010 to twelve licensed sites in 2014. *Vibrio parahaemolyticus* (Vp) is a naturally-occurring bacteria that is becoming an emerging public health issue for shellfish harvested in the northeastern United States. Some strains of Vp are pathogenic, and consumers of raw shellfish are at the greatest risk for becoming ill, especially in the warmer summer months when the bacteria seems to be more prevalent. In recent years *Vibrio*-related illness outbreaks have been traced to shellfish harvest areas in Connecticut and Massachusetts, triggering summer harvest closures in those areas in 2012 and 2013. An evaluation of current Vp levels in NH oysters is needed to develop baseline information, assess risk, and inform management strategies to help mitigate the risk to protect shellfish consumers as well as the shellfish industry.

This agreement provides funds for NREN to conduct laboratory analyses of oyster samples collected as part of an interagency Vp monitoring program in the summer and fall of 2014. NREN will provide testing for up to 40 oyster samples collected by the Department of Environmental Services. NREN will

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analyze samples for Total Vp Most Probable Number (MPN) and for the presence of thermostable direct hemolysin gene (*tdh*) and/or the *tdh*-related hemolysin gene (*trh*), which are regarded as possible indicators of pathogenicity. Additionally, NREN will provide genetic *tdh*/*trh* testing on up to 24 oyster samples that will have been previously analyzed for total Vp by the Department of Health and Human Services Public Health Laboratory.

Total project costs are budgeted at \$10,000.00. DES will provide funds for all of the project costs through the federal grant. UNH will provide matching funds of \$1,938.00.

In the event that Federal funds become no longer available, General funds will not be requested to support the project. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Environmental Services**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **12/31/14**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Vibrio parahaemolyticus Testing of Little Bay Oysters**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Chris Nash
 Address: NHDES
222 International Drive, Suite 175
Pease Tradeport
Portsmouth, NH 03801
 Phone: 603-559-1509

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824
 Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Chris Nash
 Address: NHDES
222 International Drive, Suite 175
Pease Tradeport
Portsmouth, NH 03801
 Phone: 603-559-1509

Campus Project Director

Name: Stephen H. Jones
 Address: Dept. Natural Resources & Environment
114 James Hall
Durham, NH 03824
 Phone: 603-862-5124

F. Total State funds in the amount of \$10,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share 16 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. NA13NOS4190042 from National Oceanic and Atmospheric Administration under CFDA# 11.419. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

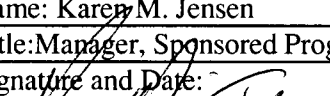
Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:


H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.

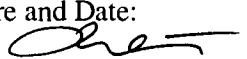
State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Environmental Services have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date:  6/25/14

By An Authorized Official of:
Department of Transportation
Name: Thomas S. Burack
Title: Commissioner
Signature and Date:  7/2/14

By An Authorized Official of: the New Hampshire Office of the Attorney General *Approval*
Name: *AS to Form, Substance & Execution* Lauren Noether
Title: Sr. Assistant Attorney General
Signature and Date:  7-16-14

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

EXHIBIT A

- A. Project Title:** *Vibrio parahaemolyticus* Testing of Little Bay Oysters
- B. Project Period:** Governor and Council approval through December 31, 2014
- C. Objectives:** The objectives of this project are to analyze samples of oyster tissue collected from various sites in the the Little Bay Estuary for the *Vibrio parahaemolyticus* (total MPN) and for the presence of thermostable direct hemolysin gene (tdh) and/or the tdh-related hemolysin gene (trh), which are regarded as possible indicators of pathogenicity.
- D. Scope of Work:** NREN will provide testing for up to 64 oyster samples collected by the NH Department of Environmental Services in accordance with a sampling schedule consisting of 10 preselected days/times, during the period of July through October. Six samples will be collected on each of the 10 sampling dates. 24 of the samples will be collected by NH Department of Environmental Services staff and delivered to the NH Department of Health and Human Services Public Health Laboratory for total Vp testing. DHHS will preserve samples for delivery to NREN, which will test these 24 samples for the presence of thermostable direct hemolysin gene (tdh) and/or the tdh-related hemolysin gene (trh). Additionally, NREN will analyze up to 40 oyster samples for Total Vp Most Probable Number (MPN) and for the presence of thermostable direct hemolysin gene (tdh) and/or the tdh-related hemolysin gene (trh).
- E. Deliverables Schedule:** Reports. Campus Project Director shall provide electronic results (Microsoft Excel) on a monthly basis to the State Project Director. Test results should be reported at the end of each month, following a format to be provided by the NH Department of Environmental Services. Campus Project Director shall submit a Final Report due on December 31, 2014 (one print copy and an electronic version in PDF format) documenting the results of the project. The Final Report shall include a final budget summary and detailed documentation of the required matching funds.
- F. Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit requests for payment/invoice on 9/30/14 and 12/31/14. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State shall issue payment to Campus within 30 days of receipt. The final billing must be received by the State no more than 30 days after the completion date.

| Budget Items | State Funding | Cost Sharing | Total |
|-----------------------------|---------------|--------------|----------|
| 1. Salaries & Wages | \$ 4,000 | \$1,000 | \$ 5,000 |
| 2. Employee Fringe Benefits | \$ 616 | \$ 77 | \$ 693 |
| 3. Travel | \$ 0 | \$ 325 | \$ 325 |
| 4. Supplies and Services | \$ 2,620 | \$ 0 | \$ 2,620 |
| 5. Equipment | \$ 0 | \$ 0 | \$ 0 |
| 6. Facilities & Admin Costs | \$ 2,764 | \$ 536 | \$ 3,300 |
| Subtotals | \$ 10,000 | \$1,938 | \$11,938 |
| In Kind Contribution | | \$ 0 | \$ 0 |
| Total Project Costs: | | | \$11,938 |

G. Other:

Funding Credit: An appropriate funding credit statement and logos of NOAA, NH DES and the NH Coastal Program shall appear on all materials intended for public distribution. The funding credit statement shall read as follows: This project was funded under the Coastal Zone Management Act by NOAA's Office of Ocean and Coastal Resource Management in conjunction with the New Hampshire Coastal Program.

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or .