



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

April 21, 2016

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) and the Department of Health and Human Services (DHHS) to enter into a **SOLE SOURCE** agreement with the University of New Hampshire, Office of Sponsored Research (VC #177867-B049), Durham, NH, in the amount of \$12,299 to perform laboratory analysis of shellfish samples for *Vibrio parahaemolyticus* presence and genetic characteristics, effective upon Governor and Council approval through December 31, 2016. 61% General Funds (DES), 39% Federal Funds (DHHS).

Funding is available as follows:

FY 2017

03-44-44-442010-15230000-102-500731 \$7,499  
Dept. Environmental Services, Shellfish Protection Program/Healthy Tidal Waters, Contracts for Program Services

05-95-90-901510-79360000-102-500731-90007936 \$4,800  
Dept. Health & Human Services, Bureau of Public Health Protection, Climate Change Adaptation, Contracts for Program Services

**EXPLANATION**

This agreement is **SOLE SOURCE** because the University of New Hampshire, Department of Natural Resources and Marine Science operates the only local laboratory with 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 16 licensed sites in 2015. *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

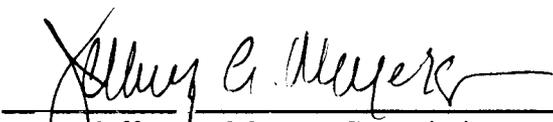
Connecticut and Massachusetts, triggering summer harvest closures in those areas in 2012 and 2013, and 2015. An evaluation of current Vp levels in New Hampshire oysters is needed to develop baseline information, assess risk, and inform management strategies to help mitigate the risk to protect shellfish consumers as well as the shellfish industry.

This agreement provides funds for University of New Hampshire, Department of Natural Resources and Marine Science (NRMS), to conduct laboratory analyses of oyster samples collected as part of an interagency Vp monitoring program in the summer and fall of 2016. NRMS will provide testing for up to 71 oyster samples collected by the NH Department of Environmental Services. NRMS will 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.

Total project costs are budgeted at \$12,299. DES will provide funds for 61 percent of the project costs (\$7,499) through shellfish program general funds. DHHS will provide funds for 39 percent (\$4,800) of project costs through a federal grant. This grant award, while less than \$25,000 threshold, requires G&C approval as the University of New Hampshire has already received funds in excess of the threshold for this fiscal year. The 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

  
Jeffrey A. Meyers, Commissioner

**COOPERATIVE PROJECT AGREEMENT**

between the

STATE OF NEW HAMPSHIRE, **Department of Environmental Services, Department of Health and Human 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 and the Department of Health and Human 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 **12/31/16**. 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: **2016 NH Shellfish Vibrio Analysis**

- 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: Natural Resources & Marine Science  
114 James Hall  
Durham, NH 03824  
Phone: 603-862-5124

*[Signature]*  
4/21/16

F. Total State funds in the amount of \$12,299 (\$7,499 state general funds, and \$4,800 federal funds) 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 \_\_\_\_\_ % 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. **5UE1EH001046-04** from **The Centers for Disease Control, National Center for Environmental Health** under CFDA# **93.070**. 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

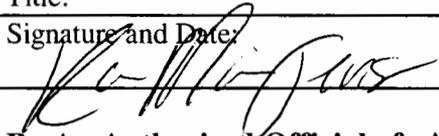
Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

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 and Department of Health and Human Services** have executed this Project Agreement.

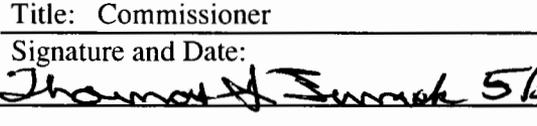
**By An Authorized Official of:**  
University of New Hampshire  
**Karen M. Jensen, Manager**  
Name: **Sponsored Programs Administration**  
Title:  
Signature and Date:

 4/21/16

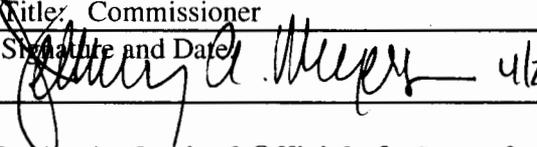
**By An Authorized Official of:** As to form, content & execution  
New Hampshire Office of the Attorney  
General  
Name: Lauren Noether  
Title: Sr. Assistant Attorney General  
Signature and Date:

 5-16-2016

**By An Authorized Official of:** State of  
New Hampshire, Department of  
Environmental Services  
Name: Thomas S. Burack  
Title: Commissioner  
Signature and Date:

 5/5/2016

**By An Authorized Official of:**  
State of New Hampshire, Department of  
Health and Human Services  
Name: Jeffery A. Meyers  
Title: Commissioner  
Signature and Date:

 4/27/16

**By An Authorized Official of:** State of  
New Hampshire, Governor & Council  
Name:  
Title:  
Signature and Date:

**EXHIBIT A**

- A. Project Title:** 2016 DES Shellfish Vibrio Analysis
- B. Project Period:** July 1, 2016 through December 31, 2016
- 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 71 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. Five samples will be collected on each of the 10 baseline sampling dates. Additionally, up to 21 samples will be collected on three separate dates to evaluate Vibrio levels under certain harvest conditions. NREN will analyze up to 71 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, 2016 (one print copy and an electronic version in PDF format) documenting the results of the project. The Final Report shall include final budget summary and detailed documentation of the matching funds.
- F. Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit requests for payment/invoice on 9/15/16 and 2/15/17. 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	Match	Total
Salaries and Wages	\$ 5,630	\$0	\$5,630
Employee Fringe Benefits	\$ 467	\$0	\$467
Travel	\$ 0	\$0	\$0
Supplies and Services	\$ 3,000	\$0	\$3,000
Equipment	\$ 0	\$0	\$0
Facilities and Admin Costs	\$ 3,202	\$0	\$3,202
Subtotals	\$12,299	\$0	\$12,299
Total Project Cost	\$12,299	\$0	\$12,299

- G. Other:**  
 Funding Credit: An appropriate funding credit statement and logos of NH DES and NH DHHS shall appear on all materials intended for public distribution. Additionally, funding credit needs to acknowledge support by Cooperative Agreement Number 5 UE 1 EH 001046-04 funded by the Centers for Disease Control and Prevention (CDC).

## 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 .

**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>State Funding</b>	<b>Match</b>	<b>Total</b>
Salaries and Wages	\$5,630	\$0	\$5,630
Employee Fringe Benefits	\$ 467	\$0	\$ 467
Travel	\$ 0	\$0	\$ 0
Supplies and Services	\$3,000	\$0	\$3,000
Equipment	\$ 0	\$0	\$ 0
Facilities and Administrative Costs	\$3,202	\$0	\$3,202
<b>Total Project Cost</b>	<b>\$12,299</b>	<b>\$0</b>	<b>\$12,299</b>