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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Joseph E. Ribsam, Jr.
Director

October 25, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTIONS

Authorize the Department of Health and Human Services (DHHS), Division for Children, Youth and Families (DCYF) to **retroactively** exercise a renewal option and amend an existing **sole source** agreement with the University of Kansas Center for Research, Inc. (Vendor #253972), Youngsberg Hall, 2385 Irving Hill Road, Lawrence, KS 66045, for the use of the Results Oriented Management (ROM) web-based software product for the provision of data development, reporting and annual subscriptions by increasing the price limitation by \$150,250 from \$62,900 to \$213,150, upon the date of Governor and Executive approval, effective retroactively to June 30, 2019 through June 30, 2021.

This agreement was originally approved by the Governor and Executive Council on February 25, 2015, (Item #9, Vote 5 – 0) and amended on November 08, 2017, (Item #16, Vote 5-0). 82% Federal, 18% General, for ROM Web-Based. 35% Federal, 65% General, for ROM Subscription.

Funds to support this request are available in the following accounts in State Fiscal Years 2020 and 2021, with the ability to adjust amounts within the price limitation and adjust encumbrances between State fiscal years through the Budget Office, if needed and justified.

05-95-42-421010-29560000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPRVMT (FOR ROM SOFTWARE APPLICATION) 82% Federal, 18% General Funds

State Fiscal Year	Class/Account	Class Title	Activity Code	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2015	067-500557	Contracts for Prog Servs	42106004	\$6,000	\$0	\$6,000
2016	067-500557	Contracts for Prog Servs	42106004	\$12,000	\$0	\$12,000
2017	067-500557	Contracts for Prog Servs	42106004	\$14,400	\$0	\$14,400
2018	067-500557	Contracts for Prog Servs	42106004	\$16,100	\$0	\$16,100
2019	067-500557	Contracts for Prog Servs	42106004	\$14,400	\$0	\$14,400
2020	067-500557	Contracts for Prog Servs	42106004	\$0	\$16,000	\$16,000
2021	067-500557	Contracts for Prog Servs	42106004	\$0	\$16,000	\$16,000
Subtotal:				\$62,900	\$32,000	\$94,900

05-95-42-421010-29560000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, OFFICE OF DIRECTOR – DCYF (FOR ROM SOFTWARE SUBSCRIPTION) 35% Federal, 65% General Funds.

State Fiscal Year	Class/Account	Class Title	Activity Code	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	026-500251	Organizational Dues	42015602	\$0	\$57,750	\$57,750
2021	026-500251	Organizational Dues	42105602	\$0	\$60,500	\$60,500
			Subtotal:	\$0	\$118,250	\$118,250
			Total:	\$62,900	\$150,250	\$213,150

EXPLANATION

This request is **retroactive** due to the volume of new contracts being processed by the Department at the end of State Fiscal Year 2019, which caused a delay in this vendor receiving the contract amendment documents prior to the contract end date of June 30, 2019. Further delays ensued when more time was needed to negotiate and finalize the scope of work prior to the vendor's Board of Directors review and approval of the contract amendment at their most recent quarterly meeting, which was held on October 17, 2019.

Interruption in accessing the ROM web-based management reporting application and accompanying software would result in DCYF losing valuable mapped data and reports. The mapped data enables the Department to continuously monitor and improve the quality of data entered into the NH Bridges computer information system and to generate a wide range of reports, updates and improvements. ROM provides regular reports on Federal Performance measures, which are critical to the Department's compliance with federal requirements and avoidance of financial penalties.

The Contracts Unit has made changes to procurement procedures that include monthly project monitoring meetings between program areas, division leadership, the finance team and the Contracts Unit in order that proper project planning and management form timely procurements, including amendments to current contracts. . Ongoing projects will be monitored for expiration dates to determine whether a contract can be allowed to expire, needs an amendment renewal or reprocurement. It is anticipated that these procedures result in timely submissions to the Governor and Executive Council.

This request is **sole source** because the University of Kansas Center for Research, Inc., is the developer of Results Oriented Management software and the only vendor from which the State of New Hampshire can purchase product access. In order to utilize the web-based application provided by the vendor, subscription fees must be paid annually.

The purpose of this request is to continue to have access to the ROM web-based management reporting application with accompanying software which is offered to child welfare agencies across the country for data development and reporting. Additionally, the Department, as well as many federal and state partners, are using data to monitor the quality of services and continuously plan for improvements as best practices are identified. There are currently eleven states that belong to this organization. The Kansas University Center for Research (KU) will work collaboratively with the State of New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (referenced as the Agency) to further develop, implement and maintain ROM Reports.

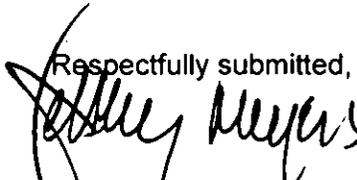
This reporting system provides data on the Agency's child welfare program outcomes, child counts, and other performance indicators. KU shall provide the use of and maintenance of the ROM application software through regular update releases, and shall provide support on the use of the reporting system. In order for the Department to have access to the web-based services of ROM, a subscription dues must be paid on an annual basis. Software updates are provided on a quarterly basis. Maintenance and support include the following:

- *Updates* – KU shall continually update the application and data preparation routines to respond to changes in technology and upgrade the system infrastructure for improving performance.
- *Fix problems* - KU shall fix data preparation routines and calculations found to be in error and problems identified in the ROM Reports application software
- *Support* – KU shall support the use of the reporting application, including:
 - Technical assistance on the use of the administrative tools in the report system (over phone and webinar sessions)
 - Validation of the Agency's data extract and technical assistance in troubleshooting problems
 - Advising Agency staff on mapping data to the ROM Base Working Tables and resolving mapping problems
 - Implement changes in operational definitions in the help facility
 - Writing scripts to implement system wide changes to report labels and settings

Should the Governor and the Executive Council not approve this request, the Division would be unable to access the most current Child Welfare strategies for performance management and improved outcomes for the children and families of New Hampshire. Additionally, DCYF would not have access to data regarding its performance on key federal indicators, and data regarding critical program outcomes that are used by management to make informed decisions and continuous quality improvement, as well as support a number of grant requests for state agencies and community partners. Furthermore, without access to this product, the Division for Children, Youth and Families will require additional resources to ensure compliance with all the mandated requirements using a manual system and may incur financial penalties from the Administration for Children & Families.

Geographic Area: Statewide

Source of Funds: ROM Web-Based 82% Federal, 18% General. ROM Subscription 35% Federal, 65% General.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

September 23, 2019

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a retroactive, sole source contract amendment with University of Kansas Center for Research, Inc., of Lawrence, KS, as described below and referenced as DoIT No. 2014-138A.

The purpose of this request is to enter into a contract amendment with University of Kansas Center for Research, Inc., for the use of the Results Oriented Management web-based software product for the provision of data development, reporting and annual subscriptions.

The funding amount for this amendment is \$150,250, increasing the current contract from \$62,900 to \$213,150. This amendment is retroactive to June 30, 2019 through June 30, 2021, upon Governor and Executive Council approval.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,


Denis Goulet

DG/kaf/ck
DoIT #2014-138A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
Results Oriented Management (ROM)**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Results Oriented Management Contract**

This 2nd Amendment to the Results Oriented Management contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and University of Kansas for Research, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 2385 Irving Hill Road, Lawrence, KS 66045.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 25, 2015, (Item #9), as amended on November 8, 2017, (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$213,150.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Contract Agreement – Part 2, Section 3 Contract Management, Sub-section 3.1, The Vendor's Contract Manager, Paragraph 3.2.1, to read:
3.2.1. The Vendor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Vendor's Contract Manager to read:
Alicia Reed
Director, Research Administration
2385 Irving Hill Road, Lawrence, KS 66045
Tel: 785-864-7231
Email: amreed@ku.edu
6. Contract Agreement – Part 2, Section 3 Contract Management, Sub-section 3.2 The Vendor's



**New Hampshire Department of Health and Human Services
Results Oriented Management (ROM)**

Project Manager, Paragraph 3.2.5., The Contract Project Manager to read:

3.2.5. The Contract Project Manager is:

Becci Akin, PhD
Associate Professor, PhD Program Director
2385 Irving Hill Road, Lawrence, KS 66045
Tel: 785-864-2647
beccia@ku.edu

7. Contract Agreement – Part 2, Section Contract Management, Sub-section 3.3 The Contracted Vendor Key Project Staff, Paragraph 3.3.3.1, The Contracted Vendor's Key Project Staff to read:

3.3.3.1. The Vendor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contracted Vendor's Key Project Staff:

<u>Key Member(s)</u>	<u>Title</u>
Becci Akin, PhD	PhD Program Director

8. Contract Agreement – Part 2, Section 3, Contract Management, Sub-section 3.4 State Contract Manager to read:

3.4 STATE CONTRACT MANAGER

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Nathan D. White, Director
Department of Health & Human Services
Contracts Unit
129 Pleasant Street
Concord, NH 03301
Tel: (603) 271-9631
Email: Nathan.white@dhhs.nh.gov

9. Add Consolidated Exhibits – Part 3, Exhibit A-1 Amendment #2.

10. Delete Consolidated Exhibits – Part 3, Exhibit B, Price & Payment Schedule, Section 1. Deliverable Payment Schedule, Sub-section 1.1 Firm Fixed Price, in its entirety and replace with, Consolidated Exhibits – Part 3, Exhibit B – Amendment #2, Price & Payment Schedule, Section 1. Deliverable Payment Schedule, Sub-section 1.1 Firm Fixed Price and Sub-section 1.2 Annual Subscription Fee.

11. Consolidated Exhibits – Part 3, Exhibit B, Price & Payment Schedule, Section 2. Invoicing, to read:

2. INVOICING

2.1. The Vendor shall submit correct invoices to the state for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for services or deliverables as permitted by the Contract. Invoices must be in a format as determined by

**New Hampshire Department of Health and Human Services
Results Oriented Management (ROM)**



the State and contain detailed information, including without limitation:

Itemization of each deliverable and identification of the deliverable for which payment is sought, and the acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other project costs or retention amounts if applicable.

2.2 Upon acceptance of a deliverable, and properly documented and undisputed invoice, the State shall pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices shall not be backdated and shall be promptly dispatched.

2.3 Invoices shall be sent to:

NH Department of Health & Human Services
ATTN: Kelley Esdale, Financial Manager
Division for Children, Youth & Families
129 Pleasant Street
Concord, NH 03301

Kellie.esdale@dhhs.nh.gov

12: Add Exhibit K, DHHS Information Security Requirements.

A handwritten signature in black ink, appearing to be 'JWX'.

New Hampshire Department of Health and Human Services
Results Oriented Management (ROM)

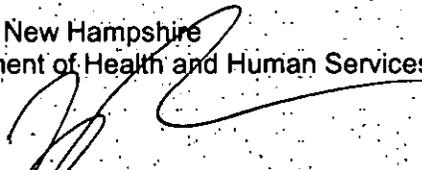


This amendment shall be retroactively effective to July 1, 2019, upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

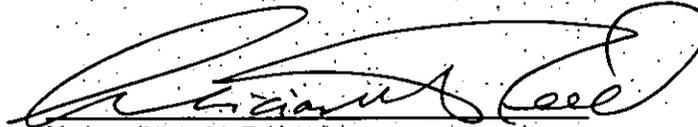
State of New Hampshire
Department of Health and Human Services

10/29/19
Date


Name: Joseph E. Ribsam, Jr.
Title: Director

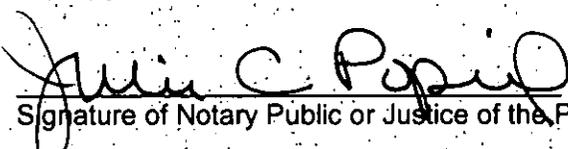
University of Kansas Center for Research, Inc.

10/21/19
Date

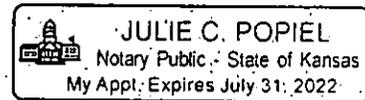

Name: Alicia M. Reed
Title: Director, Research Administration

Acknowledgement of Contractor's signature:

State of Kansas, County of Douglas on 10-21-19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

Julie C. Popiel, Executive Associate
Name and Title of Notary or Justice of the Peace



My Commission Expires: July 31, 2022

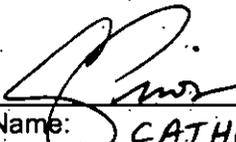
**New Hampshire Department of Health and Human Services
Results Oriented Management (ROM)**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/31/19
Date


Name: CATHERINE PINOS
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
RESULTS ORIENTED MANAGEMENT
CONTRACT 2014-138
CONSOLIDATED EXHIBITS – PART 3
EXHIBIT A-1 AMENDMENT #2 SUBSCRIPTION SERVICES

Subscription Services

1. Annual Subscription Fee

- 1.1. The annual subscription to Results Oriented management (ROM) Reports shall provide ongoing maintenance, hosting, support and enhancements of the ROM reporting application and the set of routines that process data to generate reports.
- 1.2. The Contractor shall provide use of and maintenance of the ROM application software through regular update releases and shall provide support on the use of the reporting system on a quarterly basis, which shall include, but not be limited to:
 - 1.2.1. Updates
 - 1.2.1.1. The Contractor shall continually update the application and data preparation routines to respond to changes in technology and upgrade the system infrastructure for improving performance.
 - 1.2.2. Fix problems
 - 1.2.2.1. The Contractor shall fix data preparation routines and calculations found to be in error and problems identified in the ROM Reports application software.
 - 1.2.3. Support
 - 1.2.3.1. The Contractor shall support the use of the reporting application, which shall include:
 - 1.2.3.1.1. Technical assistance on the use of the administrative tools in the report system, over phone and webinar sessions;
 - 1.2.3.1.2. Validating of the Department's data extract; and
 - 1.2.3.1.3. Technical assistance in troubleshooting problems;
 - 1.2.3.1.4. Advising Department staff on mapping data to the ROM Base Working Tables and resolving mapping problems;
 - 1.2.3.1.5. Implementing changes in operational definitions in the help facility; and
 - 1.2.3.1.6. Writing scripts to implement system wide changes to report labels and settings.
 - 1.2.4. Enhancements of ROM Reports and ROM Core
 - 1.2.4.1. The Contractor shall provide new development of ROM Reports including application and user interface and ROM Core calculations for outcomes which offer:
 - 1.2.4.1.1. Additional functionality;
 - 1.2.4.1.2. New reports; and

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EXHIBIT A-1 AMENDMENT #2 SUBSCRIPTION SERVICES

- 1.2.4.1.3. New or updated features in response to requests from the Department.
- 1.2.5. Upcoming enhancement initiatives
 - 1.2.5.1. Upcoming enhancement initiatives identified as priorities shall be planned in accordance with available resources and include the following:
 - 1.2.5.1.1. Enhance data exception reports;
 - 1.2.5.1.2. Develop caseworker spreadsheet;
 - 1.2.5.1.3. Develop Multi-level crosstabs;
 - 1.2.5.1.4. Integrate new Adoption and Foster Care Analysis and Reporting System (AFCARS) and National Child Abuse and Neglect Data System (NCANDS) fields; and
 - 1.2.5.1.5. Enhance emailing of dashboard reports.

STATE OF NEW HAMPSHIRE
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RESULTS ORIENTED MANAGEMENT
CONTRACT 2014-138
CONSOLIDATED EXHIBITS - PART 3
EXHIBIT B - AMENDMENT #2
PRICE & PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1. Firm Fixed Price.

This is a Firm Fixed Price (FFP) Contract. The Vendor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Vendor to invoice the State on a monthly basis at fixed pricing/rates appearing in the price and payment tables below:

Month	Year	Pricing/Payment	
January	2015	\$1,000	
February	2015	\$1,000	
March	2015	\$1,000	
April	2015	\$1,000	
May	2015	\$1,000	
June	2015	\$1,000	
		<i>Sub-Total SFY 2015</i>	\$6,000
July	2015	\$1,000	
August	2015	\$1,000	
September	2015	\$1,000	
October	2015	\$1,000	
November	2015	\$1,000	
December	2015	\$1,000	
January	2016	\$1,000	
February	2016	\$1,000	
March	2016	\$1,000	
April	2016	\$1,000	
May	2016	\$1,000	
June	2016	\$1,000	
		<i>Sub-Total SFY 2016</i>	\$12,000

**STATE OF NEW HAMPSHIRE
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CONTRACT 2014-138
CONSOLIDATED EXHIBITS - PART 3
EXHIBIT B - AMENDMENT #2
PRICE & PAYMENT SCHEDULE**

July	2016	\$1,200	
August	2016	\$1,200	
September	2016	\$1,200	
October	2016	\$1,200	
November	2016	\$1,200	
December	2016	\$1,200	
January	2017	\$1,200	
February	2017	\$1,200	
March	2017	\$1,200	
April	2017	\$1,200	
May	2017	\$1,200	
June	2017	\$1,200	
		<i>Sub-total SFY 2017</i>	\$14,400
July	2017	\$1,200	
August	2017	\$1,200	
September	2017	\$1,200	
October	2017	\$1,200	
November	2017	\$1,200	
December	2017	\$2,900	
January	2018	\$1,200	
February	2018	\$1,200	
March	2018	\$1,200	
April	2018	\$1,200	
May	2018	\$1,200	
June	2018	\$1,200	
		<i>Sub-total SFY 2018</i>	\$16,100

STATE OF NEW HAMPSHIRE
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CONTRACT 2014-138
CONSOLIDATED EXHIBITS - PART 3
EXHIBIT B - AMENDMENT #2
PRICE & PAYMENT SCHEDULE

July	2018	\$1,200	
August	2018	\$1,200	
September	2018	\$1,200	
October	2018	\$1,200	
November	2018	\$1,200	
December	2018	\$1,200	
January	2019	\$1,200	
February	2019	\$1,200	
March	2019	\$1,200	
April	2019	\$1,200	
May	2019	\$1,200	
June	2019	\$1,200	
		<i>Sub-total SFY 2019</i>	\$14,400
July	2019	\$1,333	
August	2019	\$1,333	
September	2019	\$1,333	
October	2019	\$1,333	
November	2019	\$1,333	
December	2019	\$1,333	
January	2020	\$1,333	
February	2020	\$1,333	
March	2020	\$1,333	
April	2020	\$1,333	
May	2020	\$1,333	
June	2020	\$1,337	
		<i>Sub-total SFY 2020</i>	\$16,000

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EXHIBIT B - AMENDMENT #2
PRICE & PAYMENT SCHEDULE

July	2020	\$1,333	
August	2020	\$1,333	
September	2020	\$1,333	
October	2020	\$1,333	
November	2020	\$1,333	
December	2020	\$1,333	
January	2021	\$1,333	
February	2021	\$1,333	
March	2021	\$1,333	
April	2021	\$1,333	
May	2021	\$1,333	
June	2021	\$1,337	
		<i>Sub-total SFY 2021</i>	\$16,000
		Sub-Total	\$94,900

1.2 Annual Subscription Fee

1.2.1. The annual subscription shall ensure continued access to updates and improvements to this subscription based software application. The Contractor shall bill annually as follows:

July	2020	\$57,750	
July	2021	\$60,500	
		<i>Sub-total</i>	\$118,250
		TOTAL	\$213,150



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail,



all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request

A handwritten signature in black ink, appearing to be 'JWS'.

10/21/19



for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

Handwritten initials in black ink, possibly reading 'JAA'.



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV.A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

[Handwritten Signature]



6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within ninety (90) days of the of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach,



including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different



options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

AM

10/21/19

State of New Hampshire
Department of State

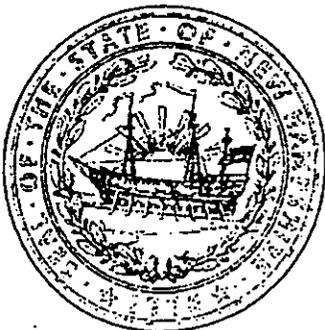
CERTIFICATE OF REGISTRATION OF
UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
A FOREIGN NONPROFIT CORPORATION

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC. for a Certificate of Registration to transact business in this State, duly signed pursuant to the provisions of Voluntary Corporations and of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Registration to UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC. to transact business in this State under the name of UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC. and attaches hereto a copy of the Application for such Certificate.

Business ID#: 716395

IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of October, 2014 A.D.



William M. Gardner

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.	Business ID:	716395
Business Type:	Foreign Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	10/20/2014	Name in State of	UNIVERSITY OF KANSAS
Date of Formation in Jurisdiction:	10/20/2014	Incorporation:	CENTER FOR RESEARCH, INC.
Principal Office Address:	2385 Irving Hill Road, Lawrence, 66045, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Foreign/Kansas	Last Nonprofit Report Year:	2015
Duration:	Not Stated	Next Report Year:	2020
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Certificate still valid

Last Nonprofit Report Year: 2015
Next Report Year: 2020

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Provide alternative assessments for students with significant cognitive disabilities in grades three through high school.	

CERTIFICATE OF VOTE

1. Simon Atkinson, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

- 1. I am a duly elected Clerk of the University of Kansas Center for Research, Inc.
(Corporation Name)
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on 10-17-19:
(Date)

RESOLVED: That the Director of Research Administration
(Title of Contract Signatory)

was authorized as of 10-17-19, and remains authorized, on behalf of this Corporation to enter into the said contract amendment with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of October, 2019.
(Date Contract Signed)

4. Alicia Reed is the duly elected Director of Research Administration
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Simon Atkinson
(Signature of Clerk of the Corporation)

STATE OF KANSAS

County of Douglas

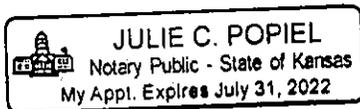
The forgoing instrument was acknowledged before me this 21st day of October

2019, By Simon Atkinson
(Name of Clerk of the Corporation)

Julie C Popiel
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: July 31, 20





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2019

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 235 Highlandia Drive, Suite 200 Baton Rouge LA 70810	CONTACT NAME: PHONE (A/C, No., Ext): 225-292-3515 FAX (A/C, No): 225-292-3893 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED University of Kansas Center for Research, Inc. 2385 Irving Hill Rd., RM 108 Lawrence KS 66045	UNIVOKF-16	INSURER A : Hartford Fire Insurance Company 19682
		INSURER B : Trumbull Insurance Company 27120
		INSURER C : Hartford Casualty Insurance Company 29424
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES

CERTIFICATE NUMBER: 378784483

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			43UENHN7020	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			43UENHN7020	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000			43RHUHN7168	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Health and Human Services Attn: Jonathan V Gallo, ESQ 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
RESULTS ORIENTED MANAGEMENT
CONTRACT 2014-138 - PART 3
CONSOLIDATED EXHIBITS
EXHIBIT C
SPECIAL PROVISIONS**

10.6 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.

- 4.8. SUBPARAGRAPH 13 of the General Provisions, Indemnification, is replaced as follows:

13. INDEMNIFICATION.

Contractor agrees to accept the responsibility for injury or damage to any person or persons or property that arise solely out of the Contractor's negligent acts or omissions in connection with this project. Contractor further agrees that the State shall not be liable for damages arising solely from injuries or damages sustained by any person or persons or property resulting from the negligent performance or omission by the Contractor of this Agreement.

- 4.9. SUBPARAGRAPH 14 of the General Provisions, Insurance, is replaced as follows:

14. INSURANCE.

14.1 The Contractor agrees to maintain Comprehensive General Liability insurance including Person Injury Coverage and Contractual Liability, with the minimum combined single limit for Bodily Injury and Property Damage, in accordance with the Contractor's regular requirements and practices. All insurance policies, as required by this Agreement, must be issued by an insurance company licensed to do business in the United States.

14.2 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:

14.2.1 comprehensive general liability in the amount of \$1,000,000 for each occurrence; excess/umbrella liability in the amount of \$5,000,000 for each occurrence; and Errors and Omissions coverage in the amount of \$1,000,000.

- 4.10. SUBPARAGRAPH 15 of the General Provisions, Workers' Compensation, is replaced as follows:

15. WORKERS' COMPENSATION.

University of Kansas employees are covered by the Workers Compensation Act, K.S.A. 44-501, through the State of Kansas. The University is also covered by automobile liability insurance in accordance with the provisions of K.S.A. 74-4707. Claims arising from bodily injury or death occurring as a result of acts or omissions by University employees working on this project may be subject to the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq. Contractor agrees that State shall not be liable for damages resulting from injuries or damages sustained by any person or persons or property resulting solely from the negligent performance or omission by Contractor or employee of this project.

- 4.11. SUBPARAGRAPH 19 OF THE General Provisions, Construction of Agreement and Terms is deleted.

MISSION STATEMENT

Our mission: To facilitate innovation, creative activity, discovery, and the application and dissemination of knowledge.

UNIVERSITY OF KANSAS
CENTER FOR RESEARCH, INC.
(A Component Unit of the University of Kansas)

FINANCIAL STATEMENTS
June 30, 2018 and 2017

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
Lawrence, Kansas

FINANCIAL STATEMENTS
June 30, 2018 and 2017

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
University of Kansas Center for Research, Inc.
Lawrence, Kansas

Report on the Financial Statements

We have audited the accompanying financial statements of the University of Kansas Center for Research, Inc., which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

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

(Continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the University of Kansas Center for Research, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for the purposes of additional analysis and is not a required part of the financial statements. The information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 8, 2018 on our consideration of the University of Kansas Center for Research, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the University of Kansas Center for Research, Inc.'s internal control over financial reporting and compliance.

Crowe LLP

Crowe LLP

Indianapolis, Indiana
October 8, 2018

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
STATEMENTS OF FINANCIAL POSITION
June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 17,340,057	\$ 21,814,308
Current investments	47,293,902	42,423,320
Accounts receivable, net		
Federal	15,982,002	14,370,233
State	2,968,486	2,646,092
Other	<u>6,197,620</u>	<u>8,032,402</u>
Total accounts receivable	<u>25,148,108</u>	<u>25,048,727</u>
Note receivable, net – current	99,886	54,059
Prepaid expenses	<u>263,721</u>	<u>135,176</u>
Total current assets	<u>90,145,674</u>	<u>89,475,590</u>
Property and equipment, net	18,257,166	17,949,130
Buildings and equipment in progress	<u>1,117,079</u>	<u>1,191,243</u>
Total property and equipment	<u>19,374,245</u>	<u>19,140,373</u>
Long-term investments	7,272,063	7,036,837
Notes receivable, net	<u>4,675,752</u>	<u>982,172</u>
Total assets	<u>\$ 121,467,734</u>	<u>\$ 116,634,972</u>
Liabilities and Net Assets		
Current liabilities		
Accounts payable and accrued expenses	\$ 16,757,145	\$ 17,744,941
Bonds payable, net - current	3,437,841	4,114,682
Note payable – current	613,213	-
Assets held for others	7,936,933	8,087,955
Deferred revenues - sponsored research		
Federal	627,189	909,625
State	788,003	1,290,900
Other	<u>5,100,558</u>	<u>7,092,498</u>
Total deferred revenues	<u>6,515,750</u>	<u>9,293,023</u>
Total current liabilities	<u>35,260,882</u>	<u>39,240,601</u>
Note payable	5,782,717	-
Bonds payable, net	<u>22,895,609</u>	<u>26,326,426</u>
Total liabilities	<u>63,939,208</u>	<u>65,567,027</u>
Net Assets		
Unrestricted	50,258,182	44,032,827
Temporarily restricted	1,274,338	1,039,112
Permanently restricted	<u>5,996,006</u>	<u>5,996,006</u>
Total net assets	<u>57,528,526</u>	<u>51,067,945</u>
Total liabilities and net assets	<u>\$ 121,467,734</u>	<u>\$ 116,634,972</u>

See accompanying notes to financial statements.

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
STATEMENT OF ACTIVITIES
Year ended June 30, 2018

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Revenues, Gains, and Other Support				
Direct research income	\$ 108,449,843	\$ -	\$ -	\$ 108,449,843
Facilities & administrative (F&A) revenue	<u>24,917,217</u>	<u>-</u>	<u>-</u>	<u>24,917,217</u>
	<u>133,367,060</u>	<u>-</u>	<u>-</u>	<u>133,367,060</u>
Service centers	17,096,453	-	-	17,096,453
Royalties	4,350,611	-	-	4,350,611
Investment returns, net	2,005,757	587,927	-	2,593,684
Other income	447,628	-	-	447,628
Net assets released from restriction	<u>352,701</u>	<u>(352,701)</u>	<u>-</u>	<u>-</u>
Total revenues, gains and other support	<u>157,620,210</u>	<u>235,226</u>	<u>-</u>	<u>157,855,436</u>
Expenses				
Direct research expenses	111,946,739	-	-	111,946,739
Capitalized expenses for property and equipment	<u>(2,947,933)</u>	<u>-</u>	<u>-</u>	<u>(2,947,933)</u>
	<u>108,998,806</u>	<u>-</u>	<u>-</u>	<u>108,998,806</u>
Management and general expenses				
University support	4,380,074	-	-	4,380,074
Research admin., unit support	14,614,208	-	-	14,614,208
Matching costs	882,557	-	-	882,557
Interest expense-bonds	<u>727,151</u>	<u>-</u>	<u>-</u>	<u>727,151</u>
Total management and general expenses	20,603,990	-	-	20,603,990
Research unit/school expenses	2,523,052	-	-	2,523,052
Service centers	7,864,925	-	-	7,864,925
Other programs services	5,551,923	-	-	5,551,923
Depreciation	5,063,388	-	-	5,063,388
Loss on disposal of assets	<u>256,772</u>	<u>-</u>	<u>-</u>	<u>256,772</u>
Total expenses	<u>150,862,856</u>	<u>-</u>	<u>-</u>	<u>150,862,856</u>
Change in net assets before transfers	6,757,354	235,226	-	6,992,580
Transfers to University	<u>(531,999)</u>	<u>-</u>	<u>-</u>	<u>(531,999)</u>
Change in net assets	6,225,355	235,226	-	6,460,581
Net assets, beginning of year	<u>44,032,827</u>	<u>1,039,112</u>	<u>5,996,006</u>	<u>51,067,945</u>
Net assets, end of year	<u>\$ 50,258,182</u>	<u>\$ 1,274,338</u>	<u>\$ 5,996,006</u>	<u>\$ 57,528,526</u>

See accompanying notes to financial statements.

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
STATEMENT OF ACTIVITIES
Year ended June 30, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Revenues, Gains, and Other Support				
Direct research income	\$ 112,678,891	\$ -	\$ -	\$ 112,678,891
Facilities & administrative (F&A) revenue	<u>23,560,170</u>	<u>-</u>	<u>-</u>	<u>23,560,170</u>
	<u>136,239,061</u>	<u>-</u>	<u>-</u>	<u>136,239,061</u>
Service centers	9,856,154			9,856,154
Royalties	4,682,332	-	-	4,682,332
Donation of equipment – non project funds	84,730	-	-	84,730
Investment returns, net	2,951,617	715,074	-	3,666,691
Other income	1,419,355	-	-	1,419,355
Net assets released from restriction	<u>282,861</u>	<u>(282,861)</u>	<u>-</u>	<u>-</u>
Total revenues, gains and other support	<u>155,516,110</u>	<u>432,213</u>	<u>-</u>	<u>155,948,323</u>
Expenses				
Direct research expenses	112,678,891	-	-	112,678,891
Capitalized expenses for property and equipment	<u>(3,861,539)</u>	<u>-</u>	<u>-</u>	<u>(3,861,539)</u>
	<u>108,817,352</u>	<u>-</u>	<u>-</u>	<u>108,817,352</u>
Management and general expenses				
University support	3,664,069	-	-	3,664,069
Research admin., unit support	10,362,115	-	-	10,362,115
Matching costs	1,036,868	-	-	1,036,868
Interest expense-bonds	<u>869,282</u>	<u>-</u>	<u>-</u>	<u>869,282</u>
Total management and general expenses	15,932,334	-	-	15,932,334
Research unit/school expenses	3,556,193	-	-	3,556,193
Service centers	9,715,899	-	-	9,715,899
Other programs services	5,928,485	-	-	5,928,485
Depreciation	4,662,350	-	-	4,662,350
Loss on disposal of assets	<u>199,434</u>	<u>-</u>	<u>-</u>	<u>199,434</u>
Total expenses	<u>148,812,047</u>	<u>-</u>	<u>-</u>	<u>148,812,047</u>
Change in net assets before transfers	6,704,063	432,213	-	7,136,276
Transfers to University	<u>(2,723,488)</u>	<u>-</u>	<u>-</u>	<u>(2,723,488)</u>
Change in net assets	3,980,575	432,213	-	4,412,788
Net assets, beginning of year	<u>40,052,252</u>	<u>606,899</u>	<u>5,996,006</u>	<u>46,655,157</u>
Net assets, end of year	<u>\$ 44,032,827</u>	<u>\$ 1,039,112</u>	<u>\$ 5,996,006</u>	<u>\$ 51,067,945</u>

See accompanying notes to financial statements.

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
STATEMENTS OF CASH FLOWS
Years ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Cash received for research contracts, grants and service accounts and unit support	\$ 130,270,684	\$ 139,534,461
Royalties received	4,419,311	4,695,367
Interest received	1,178,496	841,198
Payments to suppliers and employees	(146,021,512)	(143,414,411)
Interest paid	(938,601)	(1,088,950)
Other operating receipts	<u>17,544,081</u>	<u>11,275,509</u>
Net cash from operating activities	<u>6,452,459</u>	<u>11,843,174</u>
Cash flows from investing activities		
Purchase of property and equipment	(6,086,032)	(5,778,319)
Purchase of investments	(4,043,321)	(943,830)
Proceeds from sales and maturities of investments	481,119	282,861
Issuance of notes receivable	(3,750,000)	(250,000)
Collection of notes receivable	<u>10,593</u>	<u>51,912</u>
Net cash from investing activities	<u>(13,387,641)</u>	<u>(6,637,376)</u>
Cash flows from financing activities		
Proceeds from issuance of note payable	7,124,684	-
Principal payments on note payable	(728,754)	-
Principal payments on bonds	<u>(3,935,000)</u>	<u>(3,105,000)</u>
Net cash from financing activities	<u>2,460,930</u>	<u>(3,105,000)</u>
Increase (Decrease) in Cash and Cash Equivalents	(4,474,251)	2,100,798
Cash and Cash Equivalents, Beginning of Year	<u>21,814,308</u>	<u>19,713,510</u>
Cash and Cash Equivalents, End of Year	<u>\$ 17,340,057</u>	<u>\$ 21,814,308</u>
Reconciliation of Change in Net Assets to Net Cash Provided by Operating Activities		
Change in net assets	\$ 6,460,581	\$ 4,412,788
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	5,063,388	4,662,350
Amortization	(172,658)	(188,000)
Donations of equipment - non project funds	-	(84,730)
Loss on disposal of property and equipment	256,772	199,434
Realized and unrealized gains on investments	(1,543,606)	(2,945,643)
Transfer of assets to University of Kansas	531,999	2,723,488
Changes in:		
Accounts receivable, net	(99,381)	2,855,148
Prepaid expenses	(128,545)	96,066
Accounts payable and accrued expenses	(987,796)	(341,013)
Assets held for others	(151,022)	667,404
Deferred revenues - research	<u>(2,777,273)</u>	<u>(214,118)</u>
Net cash provided by operating activities	<u>\$ 6,452,459</u>	<u>\$ 11,843,174</u>
Supplemental Cash Flow Information		
Cash paid for interest	\$ 938,601	\$ 1,088,950
Noncash investing activities:		
Donations of equipment - non project funds	-	84,730

See accompanying notes to financial statements.

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018 and 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations: The University of Kansas Center for Research, Inc. (the Center) is a not-for-profit organization that operates under the administrative jurisdiction of the University of Kansas (the University or KU). The Center is a component unit of the University and administers sponsored agreements to conduct research and training for the University. The Center's revenues and other support are derived principally from federal, state, and private grants and its activities are conducted principally in Lawrence, Kansas.

Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses, gains, losses and other changes in net assets during the reporting period. Actual results could differ from those estimates.

Cash Equivalents: The Center considers all liquid investments with original maturities of three months or less to be cash equivalents. At June 30, 2018 and 2017, cash equivalents consisted primarily of an interest bearing checking account that is fully collateralized by FDIC insurance and US Bank.

Investments and Investment Return: All investments are carried at fair value. Investment return includes dividend, interest and other investment income; realized and unrealized gains and losses on investments carried at fair value; and realized gains and losses on other investments.

Property and Equipment: Property and equipment are recorded at cost at the date of acquisition, or estimated fair value at the date of donation in the case of gifts. Property and equipment are depreciated on a straight-line basis over the estimated useful life of each asset, generally 3 to 40 years. For equipment, the Center's capitalization policy includes all items with a unit cost of \$5,000 or more, and an estimated useful life greater than one year. Scientific equipment acquired with research funds are expensed when purchased if such equipment must be returned to the grantor at the end of the research project. Renovations to buildings, infrastructure and land improvements that significantly increase the value or extend the useful life of the structure are capitalized if the related project cost exceeds \$100,000. Routine repairs and maintenance are charged to operating expense in the year in which the expense was incurred.

Impairment of Long-Lived Assets: On an ongoing basis, the Center reviews its long-lived assets for impairment whenever events or circumstances indicate that the carrying amount may be overstated. The Center recognizes impairment losses if the undiscounted cash flows expected to be generated are less than the carrying value of the related asset. If impaired, the assets are adjusted to fair value based on the discounted cash flows. No impairment is thought to exist as of June 30, 2018 or 2017.

Net Assets: The Center is required to report information regarding its financial position and activities according to the following three classes of net assets:

Permanently Restricted – Net assets donated with stipulations that they be invested to provide a permanent source of income (e.g., endowment funds); such restrictions can neither expire with the passage of time nor be removed by fulfillment of a stipulated purpose.

Temporarily Restricted – Net assets whose use by the Center is limited by donor-imposed restrictions that either expire by the passage of time or can be removed by fulfillment of the stipulated purpose for which the donation was restricted.

Unrestricted – Net assets that are free of donor-imposed restrictions and resources used in support of the Center's general operations.

Deferred Revenue: Revenues received for research projects are received either in advance of costs incurred or on a cost-reimbursement basis. Any revenues received in advance are deferred.

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018 and 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition: Support funded by grants is recognized as the Center performs the contracted services or incurs outlays eligible for reimbursement under the grant agreements. Grant activities and outlays are subject to audit and acceptance by the granting agency and, as a result of such audit, adjustments could be required. During the year ended June 30, 2018, the Center returned \$7,124,684 of funding related to self-reported disallowed costs from prior years.

Research project revenues are received in connection with exchange transactions wherein the Center is obligated to provide certain goods and/or services. Revenues received for research projects are received either in advance of costs incurred or on a cost-reimbursement basis. The costs of projects on a cost-reimbursement basis are recognized as incurred and related revenue is recognized when earned (primarily as costs are incurred), whether billed or unbilled. Facilities and administrative (F&A) reimbursement revenues are earned as a percentage of direct costs charged to sponsored projects. The percentage is based on negotiated rates and is included in each award budget. Approximately 43% and 46% of all grant revenues was received from three grantors (federal agencies) in the form of direct awards during the years ended June 30, 2018 and 2017, respectively.

An allowance for uncollectible cost reimbursement amounts is provided based on management's evaluation of potential uncollectible cost reimbursement amounts at year end.

The composition of accounts receivable at June 30, 2018 and 2017 are as follows:

<u>June 30, 2018</u>	<u>Receivables</u>	<u>Allowance</u>	<u>Net</u>
Accounts receivable - federal	\$ 15,982,002	\$ -	\$ 15,982,002
Accounts receivable - state	2,968,486	-	2,968,486
Accounts receivable - other	<u>6,293,099</u>	<u>(95,479)</u>	<u>6,197,620</u>
	<u>\$ 25,243,587</u>	<u>\$ (95,479)</u>	<u>\$ 25,148,108</u>
<u>June 30, 2017</u>	<u>Receivables</u>	<u>Allowance</u>	<u>Net</u>
Accounts receivable - federal	\$ 14,370,233	\$ -	\$ 14,370,233
Accounts receivable - state	2,646,092	-	2,646,092
Accounts receivable - other	<u>8,127,881</u>	<u>(95,479)</u>	<u>8,032,402</u>
	<u>\$ 25,144,206</u>	<u>\$ (95,479)</u>	<u>\$ 25,048,727</u>

Contributions: Gifts of cash and other assets received without donor stipulations are reported as unrestricted revenue and net assets. Gifts received with a donor stipulation that limits their use are reported as temporarily or permanently restricted revenue and net assets. When a donor stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Gifts and investment income that are originally restricted by the donor and for which the restriction is met in the same time period are recorded as temporarily restricted and then released from restriction.

Income Taxes: The Center is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code and a similar provision of state law. The Center is subject to federal income tax on any unrelated business taxable income. However, management believes that any unrelated business taxes due, if any, would not be material to the financial statements.

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018 and 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Center is subject to guidance with respect to accounting for uncertainty in income taxes. A tax position is recognized as a benefit only if it is "more likely than not" that the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely of being realized on examination. For tax positions not meeting the "more likely than not" test, no tax benefit will be recorded.

The Center does not expect the total amount of unrecorded tax benefits to significantly change in the next 12 months. The Center recognizes interest and/or penalties related to income tax matters in income tax expense. The Center did not have any amounts accrued for interest and penalties at June 30, 2018 and 2017. At June 30, 2018 and June 30, 2017, the Center has not recorded any expected tax benefits.

Reclassifications: Certain reclassifications have been made to present last year's financial statements on a basis comparable to the current year's financial statements. These reclassifications had no effect on the change in net assets or total net assets.

Subsequent Events: Management has performed an analysis of the activities and transactions subsequent to June 30, 2018, to determine the need for any adjustments or disclosures to the financial statements for the year ended June 30, 2018. Management has performed their analysis through October 8, 2018, the date the financial statements were issued.

NOTE 2 - INVESTMENTS

The Executive Committee, as well as the Finance and Audit Committee, of the Center oversee the Center's investments. In accordance with the Center's investment policy, eligible investments include money market funds, FDIC insured bank accounts, U.S. Treasury obligations (Bills, Notes, Bonds), U.S. Government Agency obligations, corporate obligations, mutual funds, exchange traded funds, domestic and international stocks, and fully collateralized repurchase agreements. Asset allocation targets are reviewed semi-annually by the Finance and Audit Committee.

Fair Value Measurements

Fair value is defined as the price that would be received for an asset or paid to transfer a liability (an exit price) in the Center's principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

To maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value, the Center uses the fair value hierarchy. GAAP describes three levels of inputs that may be used to measure fair value:

Level 1: Inputs include quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Inputs include significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.

Level 3: Inputs include significant unobservable inputs that reflect a reporting entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy.

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2018 and 2017

NOTE 2 - INVESTMENTS (Continued)

Where quoted market prices are available in an active market, securities are classified within Level 1 of the valuation hierarchy. Level 1 securities include mutual funds, money market funds, and funds held in trust for debt service.

Investments Held by Kansas University Endowment Association

Investments in pooled funds held by Kansas University Endowment Association (KU Endowment) are valued at net asset value based upon the proportional value of the overall fund which estimates fair value. Investment earnings are allocated monthly on a prorated basis representative of the Center's overall percentage of ownership in the applicable pooled funds. As such, all of the Center's investments at the KU Endowment are valued at net asset value, and are excluded from the valuation hierarchy. The underlying assets consist primarily of marketable securities measured at fair value.

The Center classifies funds that are available for immediate expenditure as current assets and funds invested in KU Endowment's long-term investment program and other investment funds as noncurrent assets. The funds available for immediate expenditure can be redeemed on a short-term basis. The Center has visibility to the underlying holdings which are considered to be Level 1 and Level 2 inputs.

The Center's investments at June 30 consisted of the following:

	<u>Fair Value measurement at Reporting Date Using</u>		
	<u>Fair Value</u>	<u>Level 1</u>	<u>NAV</u>
<u>June 30, 2018</u>			
Domestic equity funds	\$ 12,653,711	\$ 12,653,711	\$ -
Domestic bond funds	16,362,828	16,362,828	-
Domestic real estate funds	3,861,394	3,861,394	-
International equity funds	7,600,978	7,600,978	-
International bond funds	4,368,882	4,368,882	-
International real estate funds	2,367,080	2,367,080	-
Money market mutual funds	79,029	79,029	-
Investments held by KU Endowment	<u>7,272,063</u>	<u>-</u>	<u>7,272,063</u>
	<u>\$ 54,565,965</u>	<u>\$ 47,293,902</u>	<u>\$ 7,272,063</u>
	<u>Fair Value measurement at Reporting Date Using</u>		
	<u>Fair Value</u>	<u>Level 1</u>	<u>NAV</u>
<u>June 30, 2017</u>			
Domestic equity funds	\$ 11,161,993	\$ 11,161,993	\$ -
Domestic bond funds	14,506,994	14,506,994	-
Domestic real estate funds	3,313,953	3,313,953	-
International equity funds	6,696,403	6,696,403	-
International bond funds	3,813,978	3,813,978	-
International real estate funds	2,092,904	2,092,904	-
Money market mutual funds	85,369	85,369	-
Funds held in trust for debt service	751,726	751,726	-
Investments held by KU Endowment	<u>7,036,837</u>	<u>-</u>	<u>7,036,837</u>
	<u>\$ 49,460,157</u>	<u>\$ 42,423,320</u>	<u>\$ 7,036,837</u>

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018 and 2017

NOTE 2 - INVESTMENTS (Continued)

Total investment return is comprised of the following:

	<u>2018</u>	<u>2017</u>
Interest and dividend income	\$ 1,050,078	\$ 721,048
Realized gain	1,001,627	722,460
Unrealized gain	<u>541,979</u>	<u>2,223,183</u>
	<u>\$ 2,593,684</u>	<u>\$ 3,666,691</u>

Investment expense, included in investment income, was \$128,418 and \$120,150 for the years ended June 30, 2018 and 2017, respectively.

NOTE 3 - NOTES RECEIVABLE

In fiscal year 2010, the Center loaned the Lawrence-Douglas County Biosciences Authority \$1,000,000 to assist in the financing of the construction of the Bioscience and Technology Business Center (BTBC). The note matures on June 21, 2020 requiring a final principal payment on the maturity date. The note bears interest at 4.25%, and is secured by an unconditional assignment of amounts payable to BTBC under commitments from the City of Lawrence, Kansas and Douglas County, Kansas (annual commitments by each of \$75,000 per year through 2018) and by an assignment of rent from all tenants of the facility.

An additional \$100,000 was loaned to the Lawrence-Douglas County Biosciences Authority on December 15, 2010 under the same terms as the initial note. During fiscal year 2016, the note was amended to require annual principal and interest payments of \$12,500 through maturity on June 21, 2020.

During fiscal year 2017, the Center advanced an additional \$250,000 under a newly issued promissory note in the amount of \$4,000,000 with BTBC. During 2018, the remaining \$3,750,000 was advanced. The note matures March 6, 2038, 20 years after the final principal advance was made, bears interest at 2.5%, and is secured by an unconditional assignment of amounts payable, insurance, and rent from all tenants of the facility. The note requires interest only payments during the first three years following the final principal advance and then annual payments of \$291,711 of principal and interest after that.

All notes are recorded at the unpaid principal balance. Management believes the entire balance is collectible, as such management has made no provisions for uncollectible amounts. Interest is recognized over the term of the notes and is calculated using the simple-interest method on the outstanding principal.

A summary of changes in notes receivable is as follows:

	<u>June 30,</u> <u>2017</u>	<u>Additions</u>	<u>Repayments</u>	<u>June 30,</u> <u>2018</u>	<u>Current</u> <u>Portion</u>
BTBC notes	\$1,036,231	\$3,750,000	\$ (10,593)	\$4,775,638	\$ 99,886

Future repayment activity for the notes is as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 99,886	\$ 162,614	\$ 262,500
2020	663,152	128,737	791,889
2021	12,600	100,547	113,147
2022	191,711	100,000	291,711
2023	196,504	95,207	291,711
Thereafter	<u>3,611,785</u>	<u>763,881</u>	<u>4,375,666</u>
	<u>\$ 4,775,638</u>	<u>\$ 1,350,986</u>	<u>\$ 6,126,624</u>

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2018 and 2017

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2018 and 2017 consists of:

	June 30, <u>2017</u>	<u>Increases</u>	<u>Decreases</u>	June 30, <u>2018</u>
Land	\$ 880,808	\$ -	\$ -	\$ 880,808
Building	1,916,236	-	-	1,916,236
Office equipment	896,362	2,485,744	(1,160,668)	2,221,438
Scientific equipment	<u>66,947,542</u>	<u>3,142,452</u>	<u>(885,198)</u>	<u>69,204,796</u>
	70,640,948	5,628,196	(2,045,866)	74,223,278
Less accumulated depreciation	<u>52,691,818</u>	<u>5,063,388</u>	<u>(1,789,094)</u>	<u>55,966,112</u>
	17,949,130	564,808	(256,772)	18,257,166
Buildings and equipment in progress	<u>1,191,243</u>	<u>723,565</u>	<u>(797,729)</u>	<u>1,117,079</u>
Total, net	<u>\$ 19,140,373</u>	<u>\$ 1,288,373</u>	<u>\$ (1,054,501)</u>	<u>\$ 19,374,245</u>

The statements of financial position of the Center include only those property and equipment purchases or donations that remain the Center's property. Accordingly, the historical cost of property and equipment purchased by the Center and transferred to the University are reflected within the University's financial statements.

Transfers to the University for 2018 and 2017 were:

	<u>2018</u>	<u>2017</u>
Property, equipment, and other	\$ 531,998	\$ 2,723,488

NOTE 5 - ASSETS HELD FOR OTHERS

The Center has entered into an agreement with another community based organization to administer the Assistive Technology for Kansans program. In association with this agreement, the Center will maintain certain administrative and fiduciary responsibilities related to certain financial assets of the program. These financial assets primarily consist of investments. Accordingly, the amounts of financial assets administered by the Center under the program are also reported as assets held for others. At June 30, 2018 and 2017, these amounts totaled \$7,936,933 and \$8,087,955.

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018 and 2017

NOTE 6 – BONDS PAYABLE

A summary of the changes in long term debt is as follows:

	June 30, 2017	Additions	Retirements	June 30, 2018	Current Portion
Revenue bonds:					
Series 2006G	\$ 720,000	\$ -	\$ (720,000)	\$ -	\$ -
Series 2012E	18,405,000	-	(2,370,000)	16,035,000	2,415,000
Series 2014E	<u>10,195,000</u>	-	<u>(845,000)</u>	<u>9,350,000</u>	<u>830,000</u>
	<u>29,320,000</u>	-	<u>(3,935,000)</u>	<u>25,385,000</u>	<u>3,245,000</u>
Bond premium 2006G	8,318	-	(8,318)	-	-
Bond premium 2012E	1,241,547	-	(221,796)	1,019,751	221,796
Bond premium 2014E	<u>202,507</u>	-	<u>(23,917)</u>	<u>178,590</u>	<u>23,917</u>
	1,452,372	-	(254,031)	1,198,341	245,713
Bond issuance costs	<u>(331,264)</u>	-	<u>81,373</u>	<u>(249,891)</u>	<u>(52,872)</u>
Total	<u>\$ 30,441,108</u>	<u>\$ -</u>	<u>\$ (4,107,658)</u>	<u>\$ 26,333,450</u>	<u>\$ 3,437,841</u>

Long-term debt at June 30, 2018, is comprised of the following:

Revenue Bonds	Balance at June 30, 2018	Balance at June 30, 2017
<p>\$17,085,000 - Series 2006G Kansas Development Finance Authority Revenue Bonds (\$15,830,000 tax-exempt and \$1,255,000 taxable). In 2014, \$10,560,000 of the 2006G bonds were advance refunded with the issuance of the 2014E bonds described below. Remaining annual installments range from \$640,000 to \$720,000 with final maturity on February 1, 2018. Interest at 4.00% is payable semi-annually. A debt service reserve fund was established in accordance with the covenants of the bond. At June 30, 2017 the balance in this reserve fund was \$751,726. The reserve fund was closed as of June 30, 2018.</p>	\$ -	\$ 720,000
<p>\$29,675,000 - Series 2012E Kansas Development Finance Authority Revenue Refunding Bonds (\$14,075,000 tax-exempt and \$15,600,000 taxable). The bonds are due in annual installments ranging from \$2,190,000 to \$2,950,000 with final maturity on February 1, 2024. Interest at rates ranging from 2.00% to 5.00% is payable semi-annually. A rating of AA Stable was assigned by Standard & Poor's and a rating of Aa1 was assigned by Moody's Investor Services. A pledge of Center revenues and a second pledge of all University revenues, excluding restricted revenues, are available for full payment of the debt service in the event the Center is not able to make debt service payments. Proceeds from the 2012E bonds were used to extinguish the Series 2005B Kansas Development Finance Authority Taxable Revenue Bonds, which were originally used to finance the construction of the Multidisciplinary Research building.</p>	16,035,000	18,405,000

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2018 and 2017

NOTE 6 – BONDS PAYABLE (Continued)

\$10,580,000 – Series 2014E Kansas Development Finance Authority Revenue Bonds (tax-exempt). The bonds are due in annual installments ranging from \$90,000 to \$4,045,000 final maturity on February 1, 2025. Interest at rates ranging from 2.00% to 3.00% is payable semi-annually. A rating of AA was assigned by Standard & Poor's and a rating of Aa2 was assigned by Moody's Investor Services. A pledge of Center revenues and a second pledge of all University's revenues, excluding restricted revenues, are available for full payment of the debt service in the event the Center is not able to make debt service payments. Proceeds for the 2014E bonds were used to advance refund \$10,560,00 of the 2006G Kansas Development Finance Authority Tax-Exempt Revenue Bonds described above, which were originally used to finance the construction of the Structural Biology Center Phase III building.

<u>9,350,000</u>	<u>10,195,000</u>
<u>\$ 25,385,000</u>	<u>\$ 29,320,000</u>

In accordance with University policy, the capitalized costs of the Multidisciplinary Research building and Structural Biology Center Phase III building have been previously transferred to and are reported on University's financial statements. At June 30, 2018 and 2017, the net book value of these facilities was approximately \$32.5 million and \$34.5 million, respectively.

Future revenue bond debt service requirements at June 30, 2018 are as follows:

Year Ending June 30	2012E		2014E		Total	
	Principal	Interest	Principal	Interest	Principal	Interest
2019	\$ 2,415,000	\$ 656,150	\$ 830,000	\$ 263,700	\$ 3,245,000	\$ 919,850
2020	2,475,000	594,200	850,000	247,100	3,325,000	841,300
2021	2,600,000	470,450	865,000	230,100	3,465,000	700,550
2022	2,730,000	340,450	890,000	204,150	3,620,000	544,600
2023	2,865,000	203,950	920,000	177,450	3,785,000	381,400
2024	2,950,000	118,000	950,000	149,850	3,900,000	267,850
2025	-	-	4,045,000	121,350	4,045,000	121,350
	<u>\$16,035,000</u>	<u>\$ 2,383,200</u>	<u>\$ 9,350,000</u>	<u>\$ 1,393,700</u>	<u>\$25,385,000</u>	<u>\$ 3,776,900</u>

The Series 2012 and 2014 Bonds are secured by loan agreements with the Kansas Development Finance Authority. The bond agreements contains various restrictive covenants. The Center is subject to limitations on additional indebtedness under the agreements. At June 30, 2018, the Center reported compliance with these covenants.

Interest expense related to all bonds payable for the years ended June 30, 2018 and 2017, was \$727,151 and \$869,282, respectively.

NOTE 7 – NOTE PAYABLE

During fiscal year 2018, the Center entered into a loan agreement with the KU Endowment for a principal sum of \$7,124,684. The note bears interest at 3% and requires minimum annual payments of \$1,555,707 until repaid. During 2018, the Center made a payment on the loan of \$800,000, including interest.

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2018 and 2017

NOTE 7 – NOTE PAYABLE (Continued)

Future repayment activity for the note is as follows:

Year Ending June 30	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 613,213	\$ 142,494	\$ 755,707
2020	1,382,256	173,451	1,555,707
2021	1,423,692	132,015	1,555,707
2022	1,466,403	89,304	1,555,707
2023	<u>1,510,366</u>	<u>45,341</u>	<u>1,555,707</u>
	<u>\$ 6,395,930</u>	<u>\$ 582,605</u>	<u>\$ 6,978,535</u>

NOTE 8 - RESEARCH PROJECT EXPENDITURES/REVENUES

The University has transferred substantially all of its research grants to the administrative control of the Center. The University and Center total sponsored research activity for the years ended June 30, 2018 and 2017 was as follows:

	<u>2018</u>	<u>2017</u>
<u>University Activity (Unaudited)</u>		
University Research Expenditures	\$ 10,611,721	\$ 4,521,043
University Indirect Cost	<u>3,566,851</u>	<u>1,128,820</u>
Total University Activity (Unaudited)	14,178,572	5,649,863
<u>Center for Research Activity</u>		
Center for Research Expenditures	108,449,843	112,678,891
Center Indirect Cost	<u>24,917,217</u>	<u>23,560,170</u>
Total Center for Research Activity	<u>133,367,060</u>	<u>136,239,061</u>
Total Sponsored Activity – University and Center (unaudited)	<u>\$ 147,545,632</u>	<u>\$ 141,888,924</u>

NOTE 9 - NET ASSETS

Temporarily Restricted Net Assets

Temporarily restricted net assets available at June 30 are restricted for the following purposes:

	<u>2018</u>	<u>2017</u>
Dole Institute	\$ 996,783	\$ 791,401
Humanities	<u>277,555</u>	<u>247,711</u>
	<u>\$ 1,274,338</u>	<u>\$ 1,039,112</u>

Permanently Restricted Net Assets

Permanently restricted net assets by purpose at June 30 are as follows:

	<u>2018</u>	<u>2017</u>
Dole Institute	\$ 5,049,881	\$ 5,049,881
Humanities	<u>946,125</u>	<u>946,125</u>
	<u>\$ 5,996,006</u>	<u>\$ 5,996,006</u>

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018 and 2017

NOTE 9 - NET ASSETS (Continued)

The income generated from these permanently restricted assets is to be used for activities relating to the restricted purposes.

Net assets released from restrictions

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by donors.

	<u>2018</u>	<u>2017</u>
Dole Institute	\$ 290,647	\$ 246,854
Humanities	<u>62,054</u>	<u>36,007</u>
	<u>\$ 352,701</u>	<u>\$ 282,861</u>

NOTE 10 - ENDOWMENTS

The Center's endowments consist of grant-funded and individual donor-restricted funds established for a variety of purposes. As required by accounting principles generally accepted in the United States of America (GAAP), net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Center's governing body has interpreted the State of Kansas Prudent Management of Institutional Funds Act (SPMIFA) as requiring preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Center classifies as permanently restricted net assets the original value of grants and gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

The remaining portion of donor-restricted endowment funds is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Center in a manner consistent with the standard of prudence prescribed by SPMIFA.

In accordance with SPMIFA, the Center considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. Duration and preservation of the fund
2. Purposes of the Center and the fund
3. General economic conditions
4. Possible effect of inflation and deflation
5. Expected total return from investment income and appreciation or depreciation of investments
6. Other resources of the Center
7. Investment policies of the Center

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2018 and 2017

NOTE 10 - ENDOWMENTS

The composition of donor-restricted endowment funds by net asset restriction and the changes in donor-restricted endowment net assets for the years ended June 30, 2018 and 2017 were:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>
Endowment net assets, July 1, 2017	\$ 1,039,111	\$ 5,996,006
Investment income	311,094	-
Unrealized gain on investments	276,834	-
Amounts appropriated for expenditure	<u>(352,701)</u>	<u>-</u>
Endowment net assets, June 30, 2018	<u>\$ 1,274,338</u>	<u>\$ 5,996,006</u>
Endowment net assets, July 1, 2016	\$ 606,898	\$ 5,996,006
Investment income	305,609	-
Unrealized gain on investments	409,465	-
Amounts appropriated for expenditure	<u>(282,861)</u>	<u>-</u>
Endowment net assets, June 30, 2017	<u>\$ 1,039,111</u>	<u>\$ 5,996,006</u>

The Center has invested the above endowments in pooled funds held and managed by the Kansas University Endowment Association (KU Endowment).

KU Endowment has investment policies that attempt to provide a predictable stream of funding to programs supported by operations, as well as endowment donations. Assets are invested in a manner that is intended to produce results that match or exceed the respective benchmark while also seeking to control investment risk. The primary long-term financial objective of the portfolio managed by KU Endowment is to preserve the real value (purchasing power) of the principal (the gift value) and of its spending distributions, while providing a relatively stable source of funding for participants. Since the program's 1988 inception, Endowment has met its objective though actual returns in any given year may vary from this amount.

Funds with Deficiencies: From time to time, the fair value of assets associated with individual donor restricted endowment funds may fall below the level that the donor or SPMIFA requires the Center to retain as a fund of perpetual duration. There were no such funds with deficiencies as of June 30, 2018 and 2017.

Strategies Employed for Achieving Objectives: To satisfy its long-term rate-of-return objectives, KU Endowment relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends net of fees). KU Endowment targets a diversified asset allocation to achieve its long-term return objectives within prudent risk constraints.

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2018 and 2017

NOTE 10 - ENDOWMENTS (Continued)

Spending Policy and How the Investment Objectives Relate to Spending Policy: Except as specified by the donor, KU Endowment has adopted a constant growth spending policy. The target spending rate is 5.5% of the market value of participating funds, less a 0.9% administrative fee charge by KU Endowment. TO avoid potential under-distributions or unsustainable over-distributions in any given year, the policy is subject to a 4.5% "floor" and a 6.5% "cap" of the trailing four quarter average market value. Every month, participating funds receive a distribution. The spending amount is recalculated annually based on values ending September 30th of the year preceding each spending year and is effective for one year beginning February 1 and ending the following January 31. In establishing this policy, KU Endowment considered the long-term expected return on its endowment. Accordingly, over the long term, KU Endowment expects the current spending policy to allow its endowment to grow at an average of the long-term rate of inflation. This is consistent with KU Endowment's objective to maintain the purchasing power of the endowed assets held in perpetuity, as well as to provide additional growth through new gifts.

NOTE 11 - RELATED PARTY TRANSACTIONS

During the years ended June 30, 2018 and 2017, amounts paid by the University (and reimbursed by the Center) for salaries, benefits, scholarships, fellowships, tuition, and other operating expenses amounted to approximately \$94,123,208 and \$94,571,888, respectively. Of these amounts, approximately \$12,823,564 and \$11,245,859 are included in accounts payable and accrued expenses at June 30, 2018 and 2017, respectively.

The University provides support to the Center to fund general and administrative salaries and benefits, funds to invest in University programs and certain utility, maintenance, and custodial expenses paid by the University for the benefit of the Center. The following amounts were paid by the University for the years ended June 30, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Provost funding:		
Salaries and benefits	\$ 1,715,157	\$ 1,868,579
Other Investments	<u>2,877,956</u>	<u>2,536,031</u>
	4,593,113	4,404,610
Utilities	63,364	62,695
Information technology services	66,258	66,258
Maintenance	100,447	165,424
Custodial	<u>27,821</u>	<u>26,875</u>
	<u>\$ 4,851,003</u>	<u>\$ 4,725,862</u>

Effective July 1, 2009, the University established a central pool for the payout of vacation leave when faculty or staff resign or terminate employment. The effective rate is 0.45% of eligible payroll as of June 30, 2018 and 2017.

The Center provided support to KU Endowment for departmental benefit in funding research, graduate studies, distinguished professorships, scholarships and fellowships. Support of \$2,021,130 and \$2,046,900 was provided to KU Endowment during the fiscal years 2018 and 2017 and is included in other program services on the statement of activities.

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018 and 2017

NOTE 11 - RELATED PARTY TRANSACTIONS (Continued)

The Center and the University of Kansas Medical Center Research Institute, Inc. jointly fund the operations of KU Center for Technology Commercialization (KUCTC). Support of \$1,187,375 and \$1,201,375 was provided to KUCTC during each of the fiscal years 2018 and 2017, respectively.

NOTE 12 - OPERATING LEASES

Non-cancellable operating leases for facilities used in research projects expire in various years through 2038. These leases generally contain renewal options for periods ranging from one to five years.

Future minimum lease payments at June 30, 2018 were:

2019	\$ 951,791
2020	974,958
2021	977,228
2022	656,023
2023	646,154
Thereafter	<u>5,389,136</u>
	<u>\$ 9,595,290</u>

Rent expense for all operating leases was \$1,044,543 and \$1,163,683 for the years ended June 30, 2018 and 2017, respectively.

NOTE 13 - DEFINED CONTRIBUTION PROGRAM

All employees working for the Center are University of Kansas employees. The University has a defined contribution pension program covering all staff employees who have worked at the University for more than one year. Participating employees contribute 5.5% of their salary, and the Center contributes an additional 8.5%. Participating employees are fully vested immediately. The Center contributed \$142,594 and \$258,682 for 2018 and 2017, respectively.

NOTE 14 - COMMITMENTS AND CONTINGENCIES

The Center is subject to ongoing reviews from granting agencies. Amounts for repayment to awarding agencies, if any, cannot be reasonably estimated and are thus not recorded as a liability in the statement of financial position.

SUPPLEMENTARY INFORMATION

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2018

<u>Federal Grantor/Program Title</u>	<u>CFDA Number</u>	<u>Identifying Number</u>	<u>Amount</u>
RESEARCH AND DEVELOPMENT CLUSTER			
DEPARTMENT OF AGRICULTURE			
Direct Award			
Kansas Species Conservation Partnership	10.000	13-CS-11020000-020	\$ 1,395
Sustainability Study of Wild Populations of Osha (<i>Ligusticum Porteri</i>) in the San Juan National Forest	10.000	15-CS-11021300-037	3,000
Mycorrhizal Amendments	10.000		38,063
Virus and Vector Protein Expression	10.001	58-3020-5-024	21,831
Ethnobotanical Research, Mapping and Monitoring on the Rio Grande National Forest	10.699	17-CS-11020900-019	3,977
Pass through KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES			
Pilot Projects to Reduce Dependency	10.598	40552	259,315
Pass through KANSAS STATE UNIVERSITY			
Develop canopy sensing and computational systems for real-time control and feedback of irrigation technology	10.310	S17170	5,065
PAPM EAGER: Wheat Phenome/Genome Sensing/Modeling via Microwave Scattering Inversion	10.310	S17144	104,301
Forest Planning at Baldw in Woods	10.676	S18008	10,036
Pass through MICHIGAN STATE UNIVERSITY			
Developing and promoting water-, nutrient-, and climate-smart technologies to help agricultural systems adapt to climate and society changes	10.310	RC104693B	27,969
Pass through UNIVERSITY OF DELAWARE			
Reducing uncertainty in carbon cycle science of North America: a synthesis program across United States	10.310	38517	36,118
Pass through UNIVERSITY OF NEBRASKA - LINCOLN			
Data Processing and Analysis: Rapid Assessment of US Soil Carbon for Climate Change and Conservation Planning	10.903	25-6238-0697-002	24,892
DEPARTMENT OF COMMERCE			
Direct Award			
Collaborative Research: Representing Calving and Iceberg Dynamics in Global Climate	11.431	NA130AR4310099	23,352
Pass through COLORADO STATE UNIVERSITY			
Center for Risk-Based Community Resilience Planning	11.619	G-00745-10	24,121
Pass through UNIVERSITY CORP. FOR ATMOSPHERIC			
FOSSFlood: The LivingFlood Application Build on Free Open Source Software	11.487	SUBAWD000648	3,507
DEPARTMENT OF DEFENSE			
Direct Award			
Improving mesoscale prediction of shallow convection and cloud regime transitions in NRL COAMPS	12.300	N00014-11-1-0518	9,888
Establishing Optimal Training Intervals for the Marine Corps Martial Arts Program (MCMAP) For Improvement in Physical Performance and Warrior Mindset	12.300	N00014-14-1-0202	182,580
Cooperative Routing for Dynamic Aerial Layer Networks	12.300	FA8750-14-1-0077	68,432
Trafficking/Terrorism Nexus in Eurasia	12.300	N00014-15-1-2788	344,829
Analog Integrated Circuit Design for Spike-Time-Dependent Encoder and Reservoir in Reservoir Computing Processors	12.300	FA8750-16-2-0120	59,287
Noninvasively relieving joint contracture by using ultrasound-assisted laser technique to remove scar tissues in the knee joint	12.420	W81XWH-15-1-0524	73,401
The Role of APC in Goblet Cell Function and the Unfolded Protein Response	12.420	W81XWH-16-1-0115	22,182
Blocking breast cancer metastasis by targeting RNA-binding protein HuR	12.420	W81XWH-16-1-0729	153,122
Intensive Cardiorespiratory Exercise (ICE) to Remediate Mild Traumatic Brain Injury in Active Duty Service Members	12.420	W81XWH-16-1-0519	51,863
The Human Geography of Resilience and Change: Land Rights and Political Stability in Latin American Indigenous Societies	12.431	W911NF-13-1-0281	44,456
Studies in the Control of Stochastic Systems	12.431	W911NF-14-1-0390	506
A High-Order CPR Method on Overset Adaptive Cartesian and Prismatic Meshes for Rotorcraft Flow Simulations	12.431	W911NF-15-1-0505	135,462
Electrochemistry: Development of a "Macro" Si-SCEM Protocol to Investigate Reaction Intermediates for the HER and OER, and its Use for Designing Earth-Abundant Electrocatalysts	12.431	W911NF-17-1-0098	44,720
3D Sound propagation HFC simulation with impedance and vegetation models.	12.431	W911NF-14-2-0077	51,784
Fundamental Physics of Carbon-based Nanohybrids for High-performance Infrared and Ultraviolet Detection	12.431	W911NF-16-1-0029	168,511
Cognitive Radar to Address Spectral Congestion	12.431	W911NF-15-2-0063	144,759
Helicopter collision-avoidance radar	12.431	W911NF-16-2-0222	232,502

See accompanying notes to schedule.

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2018

<u>Federal Grantor/Program Title</u>	<u>CFDA Number</u>	<u>Identifying Number</u>	<u>Amount</u>
RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
DEPARTMENT OF DEFENSE (Continued)			
W911NF-12-R-0011-04: State Estimation for Complex Dynamic Systems with Unstructured Uncertainty	12.431	W911NF-17-2-0138	\$ 66,210
Advancing Full Wavefield Seismic Imaging for Analysis, Sensor Concept Development, Analytical and Field Test Evaluations	12.630	W913ES-15-2-0001	51,296
Computational modeling of the effect of microstructural properties on induction heating of conductive asphalt concrete	12.630	Agreement	12,712
Ultra-Low Cost and Energy Efficient Hydrogen Generator	12.630	W911NF-18-1-0098	13,810
Towards Extreme-Scale Computing with High-Order Discontinuous Methods	12.800	FA9550-16-1-0128	120,833
Studies in Stochastic Control and Differential Games	12.800	FA9550-17-1-0073	121,749
Time-varying metamaterials: dynamic transformation optics and parametric phenomena	12.800	FA9550-16-1-0152 Mod	122,696
Problems in Algebraic and Geometric Combinatorics	12.901	H98230-12-1-0274	(180)
Problems in commutative algebra, with applications	12.901	H98230-16-1-0012	12,107
Advanced Radar Waveforms for Navy Platforms	12.000	N00014-16-C-2029	322,914
Advancement in Full Wavefield Seismic Imaging: Modification to Active Seismic Imaging (ASI) System - Mission Upgrade	12.000	W912HZ-16-C-0018-P00	129,352
Archaeological Curation Agreement with Tulsa District COE	12.000	W912BV-16-P-0087	3,939
Graduate Research Assistant Support Services RFQ (HQ0034-16-T-0166)	12.000	HQ0034-16-P-0203	1,811
Architectures for Elaborate Goal Reasoning	12.000	N00173-17-P-0837	46,094
Common-cavity femtosecond dual-frequency comb laser based on all PM fibers	12.000	2017-17030700017	143,183
Science of Security for Cyber-physical Systems (SCpS)	12.000	H92830-18-D-0009	51,353
<u>Pass through ADAPTIVE METHODS</u>			
Advanced Sonar Signal Processing	12.000	3112-SC002	123,000
<u>Pass through ADVANCED TECHNOLOGY INTERNATIONAL</u>			
Coded APSK for Improved Spectral Efficiency in Aeronautical Mobile Telemetry	12.000	2017-319	650,789
<u>Pass through ADVENTUM LABS</u>			
Toolkit for Evolving Ecosystem Envelopes: Dynamic Measurement	12.910	1056-001-001-007	141,469
<u>Pass through ALION SCIENCE & TECHNOLOGY</u>			
Cloud Radio Access Networks (Cloud-RAN): Caching, Scheduling and MIMO Beamforming	12.000	SUB1129092	10,345
<u>Pass through ARCADIS U.S. INC.</u>			
Demonstration and Validation of the Horizontal Reactive Media Treatment (HRX) Well for Managing Contaminant Plumes in Complex Geological Environments	12.000	D16-073	62,251
<u>Pass through BRIGHAM YOUNG UNIVERSITY</u>			
Preamble Assisted Equalization for Aeronautical Telemetry (PAO)	12.910	13-0360	12
Space-Time Coding of r Multi-h CPM	12.000	RD302769	60,075
<u>Pass through DESIGNZYME</u>			
LOX-Pl Nanoparticle Stabilization for Multi-Analyte BiomCS	12.000	19066	168,211
<u>Pass through INDIANA UNIVERSITY</u>			
Soil Microbial Communities: Critical roles in Control of Non-Native Invasive Species and restoration of Ecosystem Functions	12.000	BL-4324205-KU	179,932
<u>Pass through MATRIX RESEARCH INC.</u>			
Master Agreement	12.000	S014-012	187,185
<u>Pass through MISSOURI STATE UNIVERSITY</u>			
Geoarchaeological Investigation of Harlan County Lake, Nebraska	12.000	18080-001	4,353
<u>Pass through OHIO STATE UNIVERSITY</u>			
Arylimidamide-Azole Combinations against Leishmaniasis	12.420	60042198	22,945
<u>Pass through SOLUTION IES, INC.</u>			
Estimating Mobile-Immobile Mass Transfer Parameters using Direct Push Tools	12.000	2015.0031.ARMY	64,331
<u>Pass through UNIVERSITY OF MARYLAND-COLLEGE PARK</u>			
The Role of Phenology and Phenology Change in the Transmission of Arthropod-Borne Diseases: Implications for Management on Military Lands	12.000	42698-Z8442101	34,317
<u>Pass through UNIVERSITY OF NEW MEXICO</u>			
Exploiting ER stress pathway as a target of vulnerability in ovarian cancer	12.000	3RDX6	2,523
<u>Pass through UNIVERSITY OF TEXAS AT SAN ANTONIO</u>			
Sea Ice and Near-Surface Geophysics Research Instrumentation	12.300	1000000474	(1,974)
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
<u>Pass through ECONOMIC SYSTEMS INC</u>			
Master Agreement	14.000	KUCR-15-DU205NC-13-A	18,397

See accompanying notes to schedule.

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
DEPARTMENT OF INTERIOR			
Direct Award			
Bureau of Indian Affairs Archeological Collections and Association Documentation Curated at the University of Kansas Natural History Museum Identifying, Cataloging, Photographing, and Rehousing BIA Collections	15.159	A 17AC00068	\$ 49,609
Archaeological Evaluation of the KibRidge site (5MF3687)	15.224	L15AC00252	1,397
Fouling-resistant, Self-decontaminating Membranes for Effective Desalination of Oily Saline Wastewater	15.506	R17AC00132	12,431
Geologic Mapping in Kansas for FY16	15.810	G16AC00195	833
Geologic Mapping in Kansas for FY17	15.810	G17AC00261	137,722
Kansas Oil, Gas, and Water Well Geologic Data, Records, and Samples Preservation and Inventory of Aerial Photographs, FY2016	15.814	G16AF00152	18,638
Preservation of Kansas Oil, Gas, and Water Well Geologic Data, Records, and Samples, and Aerial Photographs, FY2017	15.814	G17AF00090	66,806
Experimental Geothermal Mapping Utilizing Drill-Stem Test Data	15.819	G15AC00286	11,711
Maintenance of the Kansas Geological Survey's Data Services to the National Groundwater Monitoring Network of water levels over the Kansas High Plains Aquifer	15.980	G18AC00363	12,931
Maintenance of the Kansas Geological Survey's (KGS) Data Services to the National Groundwater Monitoring Network (NGWMN) and establishment of a Trend well network in the Kansas River alluvial aquifer	15.980	G17AC00170	28,571
Duration for the United State Army Corp of Engineers	15.000	W912DQ-14-P-1037	11,811
Long Term Property Duration with the University of Kansas	15.000	R18PX00199	14,079
Bureau of Indian Affairs Archeological Collections and Association Documentation Curated at the University of Kansas Natural History Museum Identifying, Cataloging, Photographing, and Rehousing BIA Collections	15.000	A 16PX01207	10,172
Re-Inventory of Wetlands on the Prairie Band Potawatomi Reservation	15.000	20876	1,474
Pass through AMERICAVIEW INC.			
State View Program Development and Operations for the State of Kansas	15.808	AV13-KS01	15,175
Pass through KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT			
Floristic Quality Assessment of Sites in Southeast Kansas	15.658	Agreement	(582)
Pass through KANSAS DEPARTMENT OF WILDLIFE PARKANSAS & TOURISM			
Geographic Information System (GIS) & Remote Sensing Support Services	15.611	Agreement	140,242
Pass through KANSAS WATER RESOURCES INSTITUTE			
Assessing the impact of constructed wetlands on nitrogen transformation and release from tile outlet terraces (TOTs) in Kansas	15.805	S16145	11,515
Examining sedimentation and water quality of small impoundments: Sediment capturing opportunity upstream of federal reservoirs	15.805	S16147.01	2,683
Pass through STANFORD UNIVERSITY			
THE USE OF NMR LOGGING MEASUREMENTS TO ESTIMATE HYDRAULIC CONDUCTIVITY IN GLACIAL AQUIFERS, Number 2017CA01G	15.805	1683717-130957	6,577
DEPARTMENT OF JUSTICE			
Direct Award			
Evidence-Based Interventions in Juvenile Detention Facilities: The Role of Perceptions of Staff	16.734	2016-R2-CX-0026	19,696
Pass through DOUGLAS COUNTY SHERIFF'S OFFICE			
AID Evaluation	16.745	18164	15,790
DEPARTMENT OF LABOR			
Pass through KANSAS BOARD OF REGENTS			
The Demand for Community College Credits and Labor Market Outcomes	17.261	Agreement	18,154
DEPARTMENT OF TRANSPORTATION			
Pass through CSRA			
Airport Noise Simulation	20.000	9163212	39,543
Pass through IOWA STATE UNIVERSITY			
2016 Work Zone and Guardrail Safety Training Grant	20.215	436-17-35C	21,268
Pass through KANSAS DEPARTMENT OF TRANSPORTATION			
Self De-Icing LED Signals	20.000	RE-0721-01	79,182
Construction of Low-Cracking High-Performance Bridge Decks Incorporating New Technology	20.205	RE-7000-01	89,198
2016 Local Technical Assistance Program (LTAP)- SPR	20.215	RE 0255-17 LTAP-R025	201,280
2018 Local Technical Assistance Program (LTAP) - SPR	20.215	LTAP-R0255(518)	96,779

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
DEPARTMENT OF TRANSPORTATION (Continued)			
Pass through LBDOS, INC.			
Narrowing Freeway Lanes and Shoulders to Create Additional Travel Lanes	20.000	FO10189192	\$ 9,571
Narrowing Freeway Lanes and Shoulders to Create Additional Travel Lanes	20.000	FO10199221	19,591
Pass through LOUISIANA STATE UNIVERSITY			
SDDOT Maintenance Decision Support System (MOSS) Operation Plan	20.205	FO-0000019616	20,347
Pass through OK DEPARTMENT OF TRANSPORTATION			
Evaluating the Performance of Existing Reinforcement for Oklahoma Bridges	20.200	2281-SPRY-0010-071RS	60,222
Pass through SRA INTERNATIONAL INC.			
Simulation for Airport Noise	20.000	SRAS002482-1	24,728
Pass through TEXAS A&M RESEARCH FOUNDATION			
Performance Prediction and Analysis of Airfield Pavements Subjected to Next Generation Aircraft	20.108	12-S151230	89,933
Pass through UNIVERSITY OF NEBRASKA - LINCOLN			
University Transportation Centers Open Competition 2016	20.701	25-1121-0005-150	359,932
FEDERAL COMMUNICATIONS COMMISSION			
Direct Award			
Kansas Deaf Blind Equipment Distribution-Assistive Tech	32.000	Agreement	19,720
Kansas Deaf Blind Equipment Distribution-Assistive Tech	32.000	Agreement	111,387
LIBRARY OF CONGRESS			
Pass through SOUTHWEST RESEARCH INSTITUTE			
Electron Energy Distributions to be Measured by the Rosetta RPCES Instrument	42.000	E99054DB	12,106
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION			
Direct Award			
Energy Deposition in the Upper Atmospheres of Jupiter and Saturn by Energetic Particles: The Polar Aurora and Atmospheric Electrodynamic	43.001	NNX14AG79G	94,557
Unambiguous determination of ice sheet basal conditions from radio echo sounding data	43.001	NNX14AL99G	2,106
Adaptation of the Snow Radar for NASA Global Hawk and Khana Unmanned Aircraft in Support of Operation Ice Bridge	43.001	NNX13AQ30A	12,583
Ultra-high Energy particle Astrophysics with ANITA-4 - University of Kansas Co-I	43.001	NNX15AC19G	74,951
Airborne Radar Surveys of Land and Sea Ice and Data Processing Using CReSIS Instrumentation to Support IceBridge Observations	43.001	NNX16AH54G	1,597,350
Pilot Study: Biomarker Preservation Potential of a Sulfur-rich Evaporative Mars Analog	43.001	NNX17AJ59G	9,937
Controls on Iceberg Distribution Around Greenland	43.001	NNX16AJ90G	60,867
Confronting models of star formation quenching in galaxy clusters with archival Spitzer data	43.001	NNX17AF25G Sup 2	79,839
Extreme Energy Particle Astrophysics with ANITA-V - University of Kansas Center for Research, Inc. (Co-I)	43.001	80NSSC18K0461	6,087
Multichannel Sense-and-Avoid Radar for Small UAVs	43.002	NNX15AN94A	192,283
Pass through BAY AREA ENVIRONMENTAL RESEARCH INSTITUTE			
Developing Detailed 3D CAD Geometry for the NASA Viking UAS	43.001	Agreement	5
Pass through SOUTHWEST RESEARCH INSTITUTE			
Cassini Ion Neutral Mass Spectrometer (INMS) Team Member Participation	43.002	D99006L	40,672
Pass through SPACE TELESCOPE SCIENCE INSTITUTE			
Spatially Resolved Observations of Gas Stripping in Intermediate Redshift Clusters and Groups	43.000	HST-GO-12945.01-A	1,539
The role of quenching and merging in shaping the passive galaxy population	43.000	HST-AR-14310.001-A	(8,397)
Pass through UNIVERSITY AT BUFFALO, STATE UNIVERSITY OF NEW YORK			
Understanding Dynamic Outlet Glacier Behavior in Greenland: Synthesizing Altimetry Record and Numerical Modeling	43.001	R944412	49,103
Pass through UNIVERSITY OF COLORADO			
Participation in NASA Mars Atmosphere and Evolution mission	43.000	1546525	165,656
Pass through WASHBURN UNIVERSITY			
Terrestrial Impact of Nearby Supernovae	43.001	NASA-BT-14-001	3,617

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (Continued)			
Pass through WICHITA STATE UNIVERSITY			
Active Wing Shaping Control for Morphing Aircraft	43.008	WSU SUB 10429 v2	\$ 18,737
National Space Grant Consortium College and Fellowship 2016	43.008	9702-7	(55)
Adaptation and Demonstration of an UMB Radar for Rotorcraft UAS	43.008	RS1357-4	49,560
Autonomous Tornado Damage Track Mapping Using a Small UAS	43.008	RS1357-5	5,577
National Space Grant Consortium College and Fellowship 2017	43.008	9702-7-1	42,841
Competitive Programs: Research Experience: NASA Armstrong Internship Summer 2017 - Jeremy Katz	43.008	9702-8	6,150
NASA Academy at Marshall Space Flight Center for Jayden Garretson	43.008	9702-9	6,500
17-EPSCoRProp-0037, Efficient and Compact Thermal and Water Management Systems using Novel Capillary Structure for Space Technology	43.008	WSU#15675	4,924
Seed Research Initiation (SRI) Grant: Functionally Graded Lithium Metal Battery with High Energy Density and Ultra-Safety Functions	43.008	RS1357-7-15585	33,823
Vision-Based Obstacle Sense and Avoid for Unmanned Aerial Vehicles	43.008	RS1357-9-15585	5,343
Vision-Based Obstacle Sense and Avoid for Unmanned Aerial Vehicles	43.008	RS1438-98-15586	2,745
INSTITUTE OF MUSEUM AND LIBRARY SERVICES			
Direct Award			
Scaling Emmet Till	45.160	FA-232416-16	(165)
Engaging Communities for the Common Good: Stories about Migration in the Public Square	45.164	LD-234347-16	16,997
NATIONAL SCIENCE FOUNDATION			
Direct Award			
Biomechanical Rehabilitation Engineering Advancement in Kansas	47.041	CBET-1160130	19,817
RET: Shaping Inquiry from Feedstock to Tailpipe with Education Development (SHIFTED)	47.041	EEC-1301051	85,832
Hydroxapatite Formation during Hydrothermal Liquefaction of Algal Biomass: Synthesis and Catalytic Implications	47.041	CBET-1438652	74,929
GOALI - Balancing Flocs and Granules for Activated Sludge Process Intensification: Stoke's vs Fick's Laws	47.041	CBET-1512667	150,982
Collaborative Research: EAGER: Exploring the Feasibility of a Novel Thermosiphon/Heat Pipe Heat Exchanger with Low Air-Side Thermal Resistance	47.041	CBET-1435131	(65)
EAGER: Engineering the Ionic Polymer Phase Surface Properties in a PEM Fuel Cell Catalyst Layer	47.041	CBET-1518755	56,900
SusChem: Novel Electrochemical CO2 Conversion Systems with CO2-Expanded Liquids	47.041	CBET-1605524	109,782
RRI Track-1: Microbiomes of Aquatic, Plant and Soil Systems (MAPS) mediating sustainability: An observational and experimental network across Kansas	47.041	OIA-1656006	1,067,084
WERF: Determining the fate and major removal mechanisms of microplastics in water and resource recovery facilities	47.041	CBET-001707069	88,084
Non-classical Micromorphic Continuum Model for Granular Microstructure Design	47.041	CMM-1727433	35,146
CAREER: Integrated Modeling of Hazard Mitigation Stakeholder Networks for Compassionate, Sustainable Risk Reduction	47.041	CMM-1751696	13,687
qubits	47.049	PHY-1314861	15,316
CAREER: Nanoscale ballistic spin transport in semiconductors	47.049	DMR-0954486	(220)
CAREER: Controlling non-adiabatic reaction dynamics in solution: A window on the fundamental details of photochemical reactions	47.049	CHE-1151555	63,818
Stochastic Analysis of Gaussian Fractional Noises	47.049	DMS-1208625	1,467
Stability of waves in discrete and continuous dynamical systems	47.049	DMS-1313107	453
Experimental Particle Physics at the Collider and Cosmic Ray Energy Frontiers	47.049	PHY-1306953	5,903
Statistical Inference on Memory Structure of Processes	47.049	DMS-1407819	30,003
Microanalytical Techniques to Study Single Cell Biochemical Processes	47.049	CHE-1411993	88,500
MRI: Development of UHV SPM-TERS in situ Characterization Interfaced with UHV Sputtering-Atomic Layer Deposition System	47.049	DMR-1337737	13,385
NSMDS: Sustainable chemical innovations by an integrated design approach	47.049	CHE-1339661	479,351
CAREER: Understanding the role of quantum coherence in exciton transport and separation in molecular aggregates	47.049	Agreement	84,745
Enzymes of Ornithine-Hydroxamate Siderophores	47.049	CHE-1403293 001	57,689
Studies in Adaptive and Optimal Control of Stochastic Systems	47.049	DMS-1411412	101,823
Implicit sampling methods and their applications	47.049	DMS-1419069	119,742
Topics in Computational Dynamics	47.049	DMS-1419047	28,960
CAREER: Innovative Strategies for Fluorination of Common Functional Groups	47.049	CHE-1455163	148,024
CAREER: Catalysis on Singly Dispersed Bimetallic Catalytic Sites	47.049	CHE-1462121	110,688
Electron-positron experimental particle physics	47.049	PHY-1505464	443

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
<u>NATIONAL SCIENCE FOUNDATION (Continued)</u>			
Catalytic Synthesis via C-C Cleavage	47.049	CHE-1465172	\$ 117,387
Thermodynamics and Structure of Chemically Heterogeneous Solid-Liquid Interfaces	47.049	CHE-1465226	124,133
Topics in Algebraic Geometry: Gromov-Witten Theory and Donaldson-Thomson Theory	47.049	DMS-1600997	46,053
Stochastic partial differential equations, fractional noises and limit theorems	47.049	DMS-1512891	66,506
Probing and manipulating strained interfaces with oxide superconductors	47.049	DMR-1508494	189,621
Novel transport phenomena in two-dimensional crystals beyond graphene	47.049	DMR-1505852	107,856
Collaborative Research: Mapping and Tracking Conformational Control of Nitric Oxide Synthesis Activation	47.049	CHE-1710613	59,320
Collaborative Research: The GOGREEN Survey - Caring about the Environment	47.049	AST-1517815	105,743
Stability and Long Time Behavior for Infinite-Dimensional Dynamical Systems	47.049	DMS-1516245	64,514
Local cohomology, the Frobenius endomorphism, D-module theory, and invariant theory	47.049	DMS-1623035	38,659
CAREER: First Principles Evaluation of Optical Activity in Solids	47.049	CHE-1650942	105,362
Electronic Structure and Reactivity of Peroxo- and Hydroxomanganese Compounds	47.049	CHE-1565661	121,439
Existence, Stability and Dynamics of Nonlinear Waves	47.049	DMS-1614785	49,394
Elementary Particle Physics with Collider Experiments	47.049	PHY-1607262	602,358
Collaborative research: Modelling and inference for spatiotemporal climate impacts on complex ecosystems	47.049	DMS-1714195	64,872
Stability of solitary waves in dynamical systems	47.049	DMS-1614734	69,794
Applying the Frobenius Morphism and Convexity to Study Singularities	47.049	DMS-1600702	41,987
Single Molecule Electrophoresis using Nanochannel Columns Fabricated in Thermoplastics	47.049	CHE-1660002	159,395
System of hyperbolic conservation laws and nonlinear wave equations	47.049	DMS-1715012	41,653
New algorithms to enable faster, more accurate analysis of hydrogen exchange mass spectrometry data	47.049	CHE-1709176	88,268
INFEWS NPH20: Supramolecular Recognition and Catalysis Targeting Phytate, an Organic Sink for Phosphate in the Human Phosphorus Cycle	47.049	CHE-1710535	85,075
Collaborative Research: The Effect of Filaments on the Gas in Galaxies	47.049	AST-1716690	5,778
Removing the Barriers to the Calculation of Activation Energies, Activation Volumes, and Mechanistic Insight for Chemical Dynamics	47.049	CHE-1800559	11,180
Understanding the Diversity and Biology of Microbes in Late Paleozoic Ecosystems	47.050	EAR-0949947	4,468
Collaborative Research: Life in a Volcanic Landscape: Early Jurassic Paleoenvironments and Paleobotany	47.050	ANT-1142495	(8,815)
Collaborative Research: Byrd Glacier Flow Dynamics	47.050	ANT-0944597	(6,221)
Collaborative Research: Investigating Lithologic and Stratigraphic Controls on Hydrogeology in Neogene Strata of the Central High Plains Aquifer	47.050	EAR-1023285	17,231
Collaborative Research: Unlocking secrets of Earth's largest sand sea: Paleoenvironmental records of the Lower Jurassic Navajo Sandstone, Colorado Plateau, USA	47.050	EAR-1349558	9,454
Center for Remote Sensing of Ice Sheets (CRESS)	47.050	FLR-0424589	535,486
MRI: Development of a high-power, large antenna array and ultrawideband radar for a Bester for sounding and imaging of fast-flowing glaciers and mapping internal layers	47.050	ANT-1229716	(300)
Collaborative Research EaSM2: Linking Human and Earth System Models to Assess Regional Impacts and Adaption in Urban Systems and Their Hinterlands	47.050	AGS-1243060	92,115
CAREER: Improving Understanding of Antarctic Glacier Dynamics Through an Interactive Numerical Flow line Model	47.050	FLR-1255488	75,342
The interplay between methanotrophy, methanogenesis, and soil geochemistry and its impact on net methane flux to the atmosphere from Arctic soils	47.050	EAR1261748	(4,630)
RCN: Facilitating Indigenous Research, Science and Technology (FFST)	47.050	FLR-1417767	50,546
Collaboratively Harnessing Indigenous Research Principles, Protocols, and Practices (CHIRP)	47.050	FLR-1436506	113,085
Collaborative Research: Geoinformatics: Development of StructuralGeology and Tectonics Data System with Field and Lab Interface	47.050	EAR-1347331	35,441
Collaborative Research: Stability and Dynamics of Antarctic MarineOutlet Glaciers	47.050	FLR-1543530	38,276
Collaborative Research: Lidar and Modeling Applications from the Precision Atmospheric Marine Boundary Layer Experiment (PreAMBLE) Dataset	47.050	AGS-1439515	17,164
Collaborative Research: Permian and Triassic Icehouse to Greenhouse Paleoenvironments and Paleobotany in the Shackleton Glacier Area, Antarctica	47.050	FLR-1443546	91,763
Doctoral Dissertation Research: Bridging Knowledge Systems to Improve Ecosystem Management along the Yukon River, Alaska	47.050	FLR-1504203	6,817
Collaborative Research: Experimental Investigation of Actinide Partitioning in Zircon and its Applications to Geochronology	47.050	EAR-1654637	39,089
INSPIRE: Forging new connections among mammalian evolution, climatechange, and tectonics during the Eocene.	47.050	1543684	82,386
EarthCube Data Infrastructure: Collaborative Proposal: Development of an Integrated Data System for the Geological Field Sciences	47.050	ICER-1639734	184,993
EarthCube Data Infrastructure: Collaborative Proposal: A unified experimental-natural digital data system for analysis of rock microstructures	47.050	ICER-1639738	29,633

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NATIONAL SCIENCE FOUNDATION (Continued)			
Collaborative Research: EAGER: The Language of the Forests: Gwich'in Seasonal Relationships to the Interior Alaska Boreal Forests	47.050	FLR-1650692	\$ 54,823
Activity, Preservation and Fossilization of Cryptoliths Microorganisms in Antarctica	47.050	FLR-1544528	41,212
Collaborative Research: Mechanisms governing synoptic-scale, rapid cloud dissipation in subtropical marine low clouds	47.050	AGS-1656237	16,647
CAREER: Filling the Gaps in Domain-Specific Functional-Based Solutions High-Performance Execution	47.070	CCF-1350901	55,800
NaTS: Medium: Collaborative Research: Digital Subcarrier Multiplexed Networks: From the Core to the Access	47.070	CNS-1409853	81,361
NaTS: Small: Collaborative Research: Resilient Network Design for Massive Failures and Attacks	47.070	CNS-1219028	18,047
SBE TWC: Small: Collaborative Research: Privacy Protection in Social Networks: Bridging the Gap Between User Perception and Privacy Enforcement	47.070	CNS-1422206	35,032
SHF: Small: Collaborative Research: Explore, Understand, and Build a New Profiling Framework for Managed Language Virtual Machines	47.070	CCF-1619140	36,990
CC: Networking Infrastructure: A Science DMZ to Enable Friction-Free Scientific Data Workflows	47.070	ACI-1659427	338,175
CSR: Small: The Deterministic Memory Approach for Predictable and High Performance Cyber Physical Systems	47.070	CNS-1718880	64,569
Problem	47.070	CCF-1717894	24,232
EAGER: Digital Inequalities in the Heartland: Exploring the Information Security Experiences of Marginalized Internet Users	47.070	CNS-1742815	104,131
CAREER: Integrating phylogenetics and development to investigate character evolution in hydrozoans	47.074	DEB-0953571	95,871
Delineating the roles of rising CO2 and temperature on flowering time across pre-industrial through future conditions	47.074	IOS-1457236	52,622
Collaborative Research: Discovery and analysis in the cradle of speciation theory: biotic surveys of Malanesia's terrestrial vertebrates	47.074	DEB-1557053	166,399
CAREER: Does crowding stabilize intrinsically disordered proteins?	47.074	MCB-1149538	70,242
Collaborative research- Evolution of living and fossil green lacewings (Chrysopidae): phylogenetics, informatics and a universal ontology for Neuroptera	47.074	DEB-1144162	19,925
COLLABORATIVE RESEARCH: Systematics of a pantropical diversification: the suboscine passerine birds	47.074	DEB-1146345	7,585
Digitization TCN: Collaborative Research: Digitizing Fossils to Enable New Syntheses in Biogeography - Creating a PALEONICHES-TCN	47.074	EF-1206757	41,192
Collaborative Research: Automated and community-driven synthesis of the tree of life	47.074	DEB-1208393	108,406
Genetic and developmental changes associated with the evolution of a hummingbird-pollination floral syndrome	47.074	IOS-1255808	(464)
Integrating Fossil Data into Likelihood-based Phylogenetic Analyses with Trilobites as a Model System	47.074	DEB-1256993	46,047
Dimensions: Collaborative Research: Historical and contemporary influences on elevational distributions and biodiversity tested in tropical Asia	47.074	DEB-1241181	76,041
ABI Innovation: Target - template structural and functional relationships in modeling of protein - protein interactions	47.074	DBI - 1262621	(16,928)
Collaborative Research: Unique structural proteins and cross-linking reactions that control physical properties of insect exoskeletons	47.074	IOS-1258027	23,418
CAREER: Teaching Modern Biodiversity Science from Fieldwork to Phylogeny: Diversity, Systematics, & Evolution of Ecologically Promiscuous Aquatic Beetles	47.074	DEB-1453452	96,972
IOCB: Molecular and morphological characterization of polar capsules in the parasitic Myxozoa	47.074	IOS-1321759	83,260
Digitization TCN: Collaborative Research: Fossil Insect Collaborative: A Deep-Time Approach to Studying Diversification and Response to Environmental Change	47.074	EF-1304957	132,740
SG: Evolutionary lag and the effects of clonal structure	47.074	DEB-1354754	37,258
IOS Preliminary Proposal: COLLABORATIVE RESEARCH: Genetics and development of parallel pollination system evolution in Panstemon	47.074	IOS-1555418	46,580
Collaborative Research: Fire-Fungal-Plant Feedbacks in Pyrogenic Ecosystems	47.074	DEB-1557000	190,807
Collaborative Research: Interactive Effects of Exogenous and Endogenous Spatial Heterogeneity on Plant Diversity	47.074	DEB-1456976	15,312
Collaborative Research: ABI Development: Transforming Biodiversity Analysis with Landscapes, Automation, and Provenance	47.074	DBI-1356732	191,556
Evolutionary dynamics of collateral gene silencing by piRNA	47.074	MCB-1413532	78,333
Studying proteasome assembly using a combination of modeling and experiment	47.074	MCB-1412262	59,387
Constraints on the evolution of chromosome dosage compensation: a test in butterflies and	47.074	DEB-1457758	160,643
Bridging observational, experimental and genomic insights on species and speciation through comparative analyses in a new vertebrate model systems	47.074	DEB-1457774	109,246
Collaborative Research: Hierarchical Functioning of River Macrosystems in Temperate Steppes - From Continental to Hydrogeomorphic Patch Scales	47.074	EF1442595	402,020

See accompanying notes to schedule.

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
NATIONAL SCIENCE FOUNDATION (Continued)			
Collaborative Research: Connecting resources to enable large-scale biodiversity analyses	47.074	DBI-1458422	\$ 183,682
Collaborative Research: Out of the "Jungle" and into the Sea	47.074	DEB-1457776	44,867
Collaborative Research: beta-catenin regulation during asymmetric stem cell divisions	47.074	IOS-1456538	155,528
Geckos	47.074	DEB-1702036	13,577
DISSERTATION RESEARCH: The Evolution of Specialized Teeth and Jaws in Early Mesozoic Ray-finned Fishes and Their Impact on Widespread Niche Differentiation	47.074	DEB-1502005	8,087
Protein Interactions regulate iron storage and utilization in bacteria	47.074	MCB-1615767	117,136
CSBR: Natural History: Stewardship of Paleobotanical Collections at the University of Kansas: Evolution of Seed Plants and Antarctic Fossil Plants	47.074	DBI-1561315	86,055
DIMENSIONS: COLLABORATIVE RESEARCH: The evolution of pollination syndrome diversity in Penstemon	47.074	DEB-1542402	160,668
REU Site: Models in Evolution, Ecology and Systematics	47.074	DBI-1560139	93,452
ABI Sustaining: Supporting Biological Collections Computing with Specify	47.074	DBI-1565098	372,600
doeR: a novel linear modeling framework for dosage compensation analysis	47.074	DBI-1661454	30,166
DISSERTATION RESEARCH: Using covariance to test hypotheses about the function and underlying genetic control of multi-component signals.	47.074	IOS-1601335	6,900
variation	47.074	DBI-1565107	321,235
DISSERTATION RESEARCH: Assessing multi-scale drivers of pollinator assembly and plant-pollinator network architecture in the context of prairie restoration	47.074	DEB-1600525	5,226
Digitization TCN: Collaborative Research: The Cretaceous World: Digitizing Fossils to Reconstruct Evolving Ecosystems in the Western Interior Seaway	47.074	DBI-1802067	155,361
Can improving predictions of soil oxygen dynamics increase understanding of greenhouse gas hotspots and hot moments?	47.074	DEB-1613325	182,432
Investigating novel functions of septate junction proteins during morphogenesis in Drosophila	47.074	IOS-1656835	109,619
Dimensions US-China: Collaborative Research: Microbe eco-evolutionary feedbacks as drivers of plant coexistence, diversity gradients, and overyielding	47.074	DEB-1738041	310,704
Collaborative Research: Ecological Dynamics of the Plant-Arbuscular Mycorrhizal Fungal Mutualism: Contribution to Plant Species turnover and Coexistence	47.074	DEB-1556664	142,443
RAPID: Decline and Resilience of White Ash Populations during an Emerald Ash Borer Invasion	47.074	IOS-1644618	65,842
Integrated Resource for Protein Recognition Studies	47.074	Agreement	3,016
LTREB Renewal: Long-term studies of secondary succession and community assembly in the prairie-forest ecotone of eastern Kansas	47.074	DEB-1655500	55,294
Collaborative Research: Phylogenetic Systematics and the Evolution of Reproductive Innovation in an Adaptive Radiation of Limnodynastes Fanged Frogs	47.074	DEB-1654388	111,641
DISSERTATION RESEARCH: Evolutionary Diversification and Community Assembly in Melanesian Forest Frogs: Testing the Hypothesis of Replicated Adaptive Radiation	47.074	DEB-1701952	12,764
DISSERTATION RESEARCH: Determining anucleated sperm function in Lepidoptera	47.074	DEB-1701931	5,480
Collaborative Research: Digitization TCN: oVert: Open Exploration of Vertebrate Diversity in 3D	47.074	DBI-1701932	8,382
Collaborative Research: ABI Development: Cultivating a sustainable Open Tree of Life	47.074	DBI-1759838	12,643
SG: Collaborative Research: Measuring intra-locus sexual conflict across the genome in a dioecious plant	47.074	DEB-1753630	13,826
Interactive Inner Asia: documenting an endangered language contact area	47.075	BCS-1065524	222
CAREER: Community Adaptation to Changing Environmental Disasters	47.075	BCS-1151288	63,752
The Acquisition of Northern Pame [pmq] (Otomanguean)	47.075	BCS-1360874	38,199
Collaborative Research: Separating transient and enduring forms of change in adult attachment styles	47.075	BCS-1423970	15,735
Race and gender stereotyping in evaluative language	47.075	BCS-1349043	15,837
Collaborative Research: Climate Risk Governance and Polycentrism in the US States	47.075	SES-1431082	30,302
Africa's Endangered Languages: Documentary and Theoretical Approaches	47.075	BCS-1360823	(58)
Effects of Native Language and Linguistic Exposure on Non-Native Listeners' Use of Prosodic Cues in Speech Segmentation	47.075	BCS-1423905	59,084
Collaborative Research: Integrated City Sustainability: Administrative Apparatus for Overcoming Collective Dilemmas of Agency Fragmentation	47.075	SES-1461526	17,391
Systematic Study of Group-Based Legal Mobilization	47.075	SES1535673	68,656
Understanding Gender Differences in STEM Academic Careers	47.075	SES1538797	27,510
CaMENT as a Networking Experiment	47.075	SES-1547054	37,552
Collaborative Research: EAGER: Automating HERO Reporting Using Machine Learning and Administrative Data	47.075	SMA1547464	53,745
Making words disappear or appear: A neurocognitive and behavioral investigation of effects of speech rate on spoken word recognition	47.075	BCS-1559719	23,373
Challenging Notions of the "Deaf" Victim: Identifying and Stereotyping Human Trafficking in Rural Kansas and Missouri	47.075	SES-1624317	12,378

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
<u>NATIONAL SCIENCE FOUNDATION (Continued)</u>			
EAGER To Create Tools to Enhance NCSES Data	47.075	SMA-1647187	\$ 78,439
A Semantic Grammar of Klow a - kio	47.075	BCS-1684431	40,304
Doctoral Dissertation Research: Environmental Risk Versus Economic Prosperity: Climate Change Denial and the Politics of Coastal Restoration in Southern Louisiana	47.075	SES-1703120	5,008
Doctoral Dissertation Research: Mixed-Status Families: Power, Identity, and Community	47.075	SES-1702837	10,678
Doctoral Dissertation Research: An ERP Investigation of Individual Differences in the Processing of Wh- Dependencies by Native and Non-Native Speakers.	47.075	BCS-1728019	6,908
Modeling Neural Processes as Analog Computations	47.075	SES-1754974	6,676
Enhancing Teaching and Learning with Social Media: Supporting Teacher Professional Learning and Student Scientific Argumentation	47.076	DRL-1316799	18,337
Deep Roots: Wide-Spread implementation of community-driven evidence-based Pedagogy	47.076	DUE-1525775	486,325
CyberCorps: New Scholarships for Service (SFS) Program at the University of Kansas - Jayhawk SFS	47.076	DGE-1565570	371,110
MATH: EAGER: Developing a Learning Map for Introductory Statistics	47.076	DUE-1544481	36,582
Collaborative Research: Transforming the Evaluation of Teaching: A Study of Institutional Change to Advance STEM Undergraduate Education	47.076	DUE-1726087	64,412
Collaborative Research: 2014-2017 Development of the Askaryan Radio Array Ultra-high Energy Neutrino Detector at the South Pole	47.078	PHY-1404289	76,287
Collaborative Research: People, landscape and narratives in time -Birnik and the emergence of Inupiaq culture in northw estern Alaska	47.078	FLR-1732344	91,716
Phase VI: Climate Change and Energy: Basic Science, Impacts, and Mitigation	47.079	EPS-0903806	109,144
Collaborative Research: Imaging and Controlling Ultrafast Dynamics of Atoms, Molecules, and Nanostructures	47.079	IA-1430493	423,395
R11 Track-2 FEC: Catalysis for Renew ables: Applications, Fundamentals and Technologies (CRAFT)	47.079	OIA-1539105	1,110,266
R11 Track-2 FEC: Improving Water Management, Treatment and Recovery in Oil and Gas Production	47.083	OIA-1632892	870,815
<u>Pass through BATTELLE MEMORIAL INSTITUTE</u>			
Reseration and Dissolved Gas Laboratory Analysis	47.074	597225	1,438
Mosquito Taxonomic Identification	47.074	Agreement	4,242
<u>Pass through CASE WESTERN RESERVE UNIVERSITY</u>			
R1: Medium: Active Sensing, Localization and Mapping in Dynamic Deformable Environments for Image-Guided Interventions	47.070	RES510815	30,830
<u>Pass through COLLEGE OF CHARLESTON</u>			
CF21 DBBs: Collaborative Research: Cyberinfrastructure for Interpreting and Archiving U-series Geochronologic Data	47.070	521156-Kansas	15,432
<u>Pass through COLUMBIA UNIVERSITY</u>			
Geoinformatics Facility Support: Integrated Data Collections for the Earth and Ocean Sciences: The Marine Geoscience Data System and the Geoinformatics for Geochemistry Program	47.050	2(GG010799)	(24,786)
Collaborative Research: IEDA 2016-2021: Operation of a Multi-Disciplinary Data Facility for the Earth Science Community	47.050	3(GG013106-01)	193,365
<u>Pass through DUKE UNIVERSITY</u>			
Human and Natural Forcings of Critical Zone Dynamics and Evolution at the Calhoun Critical Zone Observatory	47.050	14-NSF-1078	80,170
<u>Pass through HISTORY COLORADO</u>			
A Study in the Integration of Western Know ledge and Native American Know ledge Bases	47.076	Agreement	6,173
<u>Pass through INDIANA UNIVERSITY</u>			
CF21 DBBs: Middle are and High Performance Analytics Libraries for Scalable Data Science	47.070	BL-4848800-UK	79,457
<u>Pass through JOHNSON COUNTY COMMUNITY COLLEGE</u>			
Johnson County Community College STEM Scholarship Project	47.076	19228	14,409
<u>Pass through KANSAS STATE UNIVERSITY</u>			
Rapid: Are Biogeochemical Responses Linked to the Microbial Composition of a Defined Nutrient and Microbial Input to a Large River	47.074	S18127	30,549
<u>Pass through KANSAS STATE UNIVERSITY SPA</u>			
Konza Prairie LTER: Grassland Dynamics and Long-Term Trajectories of Change	47.074	S15103.02	9,211
Konza Prairie LTER: Long Term Research on Grassland Dynamics and Global Change	47.074	S15099.02	33,625
<u>Pass through NATIONAL ECOLOGICAL OBSERVATORY NETWORK</u>			
Reseration and Dissolved Gas Laboratory Analysis	47.074	2010-0358-AOU	82,787
Mosquito Taxonomic Identification	47.074	4010-0390-000	94,042
<u>Pass through NORTHERN ARIZONA UNIVERSITY</u>			
CNH-L: Scale-dependent feedbacks among protected areas and surrounding socio-ecological systems	47.074	1003088-01	20,245

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
NATIONAL SCIENCE FOUNDATION (Continued)			
<u>Pass through OREGON STATE UNIVERSITY</u>			
The Zygomycete Genealogy of Life (ZyGoLife) - the conundrum of the Kingdom Fungi	47.074	S1696A-A	\$ 75,662
<u>Pass through PRINCETON UNIVERSITY</u>			
U.S. CMS Operations at the LHC	47.049	00002102	615
U.S. CMS Operations at the Large Hadron Collider	47.049	SUB0000197	62,763
<u>Pass through PROTON ONSITE</u>			
Hydrogen Bromine Electrolysis for Highly Efficient Hydrogen-Based Energy Storage and High Value Chemical Applications - Phase I	47.041	EC-017038-01	6,469
<u>Pass through SAINT CLOUD STATE UNIVERSITY</u>			
Collaborative Research: Diversification in the Deep-Sea and the Evolution of Fangs, Bioluminescence, Hermaphroditism, and Marine Habitat Transitions	47.074	149584	3,157
<u>Pass through SRI INTERNATIONAL</u>			
Scientific Productivity Data of SDR Sample through Linkage: Expanded Manual Validation	47.000	F020663	31,841
<u>Pass through THE LANGUAGE EXPRESS, INC.</u>			
TCP SBIR Phase II	47.041	19862	23,336
<u>Pass through TULANE UNIVERSITY</u>			
Effects of Anthropogenic Habitat Perturbation on Rodent Population Dynamics and Risk of Rodent-Borne Diseases	47.050	TUL-HSC-428-12/13	3,874
<u>Pass through UNIV OF NORTH CAROLINA AT CHAPEL HILL</u>			
Research Fellow for the Program on Mathematical and Statistical Methods for Climate and the Earth System	47.049	Agreement	14,921
<u>Pass through UNIVERSITY OF CALIFORNIA - SAN DIEGO</u>			
FRAGMA - Enabling Scientific Expeditions and Infrastructure Experimentation for Pacific Rim Institutions and Researchers	47.080	59858222	758
<u>Pass through UNIVERSITY OF FLORIDA</u>			
Collaborative Research: Globalization and Evolving Agri-Food Networks: the Maize-Cattle Complex in Neoliberal Mexico and Implications for Land Change	47.075	UFDSP00011735	2,818
<u>Pass through UNIVERSITY OF ILLINOIS</u>			
CSR: Medium: Multicore Real Time Virtual Partitions	47.070	2013-01883-01	1
<u>Pass through UNIVERSITY OF MINNESOTA</u>			
CSBR: Natural History: Stabilization and Accessibility of the National Water-Quality Assessment Macroinvertebrate Collection	47.074	H005292801	9,568
<u>Pass through UNIVERSITY OF NEBRASKA - LINCOLN</u>			
NSF Cooperative Agreement for Phase-1 Upgrades of CMS	47.049	25-0521-0178-005	36,901
<u>Pass through UNIVERSITY OF NEW MEXICO</u>			
DataNetONE: Observation Network for Earth	47.070	063045-87L3	301,444
<u>Pass through UNIVERSITY OF NOTRE DAME</u>			
A QuarkNet Site at the University of Kansas: Engaging High School Physics Teachers in Particle Physics Research	47.049	Agreement	12,710
<u>Pass through UNIVERSITY OF PUERTO RICO</u>			
Puerto Rico Center for Environmental Neuroscience	47.076	2017-001258	13,628
<u>Pass through UNIVERSITY OF UTAH</u>			
Did Hunting or Climate Change Cause Late Holocene Bottleneck in CA Tule Elk?	47.075	10031187	49,889
ENVIRONMENTAL PROTECTION AGENCY			
<u>Pass through MISSOURI DEPARTMENT OF NATURAL RESOURCES</u>			
Development of Missouri Reference Wetlands	66.461	G14-WET-01	26,598
DEPARTMENT OF ENERGY			
<u>Direct Award</u>			
Understanding of Catalysis on Early Transition Metal Oxide-based Catalysts through Exploration of Surface Structure and Chemistry during Catalysis Using In-situ Approaches	81.049	DE-SC0014561	122,950
Mechanistic Studies to Enable Aerobic Oxidation of C-H Bonds by Manganese Catalysts	81.049	DE-SC0016359	132,430
Scrutinizing entrainment and mass flux closures in shallow cumulus parameterizations using cloud-radar observations and large-eddy simulation	81.049	DE-SC0016522	145,990
Study of quasi-collisional effects in laboratory and astrophysical plasmas	81.049	DE-SC0016368	59,217
Searches for New Phenomena Beyond the Standard Model	81.049	DE-SC0017965	55,085
Searches for New Physics in Standard Model Processes	81.049	DE-SC0017988	63,715
Molecular to Mesoscale Targeting of Oxidations with Multi-Tasking Hosts	81.049	DE-SC0018629	6,765
Atomic and Molecular Physics in Strong Fields	81.049	DE-FG02-04ER15504	85,097
Research in Heavy-Ion Nuclear Physics at CMS	81.049	DE-FG02-96ER40981	422,930

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
DEPARTMENT OF ENERGY (Continued)			
Understanding Nanoscale Confinement Effects in Solvent-Driven Chemical Reactions	81.049	DE-FG02-05ER15708	\$ (166)
Small Scale Field Test Demonstrating CO2 Sequestration in Arbuckle Saline Aquifer and by CO2-EOR at Wellington Field, Sumner County, Kansas	81.089	DE-FE0006821	462,621
Integrated CCS for Kansas (ICKan)	81.089	DE-FE0029474	487,586
Pass through BATTELLE MEMORIAL INSTITUTE			
Assessing RTL-CO2 Phase Behavior	81.000	195234	48,822
Pass through GEORGIA INSTITUTE OF TECHNOLOGY			
A New IT-SOFC Based on a Dual-Phase (H+ & O2-) Electrolyte Tailored for Efficient Utilization of Hydrocarbon Fuels	81.135	RF183-G1	56,387
Pass through HONEYWELL			
Nano-hybrid radiation detector	81.000	N000162883	(1,189)
Miniaturization and Repacking of Microwave Comp. for Ultra-Wideband Radar	81.000	N000183939	129,485
2-18 GHz Broadband Receiver	81.000		332,483
TPM/Secure Boot Investigation	81.000	N000217880	47,581
Nano-hybrid radiation detector	81.000	N000217625	107,226
Miniaturization and Repacking of Microwave Components for Ultra-Wideband Radar Applications	81.000	N000259704	76,822
Pass through NATIONAL RENEWABLE ENERGY LABORATORY			
In-Situ X-Ray Photoelectron Spectroscopy for Advanced Catalyst Characterization	81.000	AHR-8-82109-01	3,225
Pass through PACIFIC NORTHWEST NATIONAL LABORATORIES			
Expression of Polyketide Synthases in <i>Aspergillus nidulans</i>	81.000	274485	12,517
Pass through UNIVERSITY OF CALIFORNIA REGENTS			
Konza Prairie Subcontract	81.000	7114774	86,790
Pass through VISTA CLARA, INC.			
Dynamic NMR Logging Technologies for High-Resolution Measurement of Hydrogeologic Properties and Soil Response	81.049	20080	19,774
DEPARTMENT OF EDUCATION			
Direct Award			
Funds for the Improvement of Postsecondary Education	84.116	P116Z990008	5,000,000
Improving Paraprofessionals Instructional and Behavioral Support In Urban Elementary School Settings: A Research Practitioner Partnership	84.305	R305H140048	1,881
The Effects of Promoting Engaging Early Literacy Interactions in Preschool Environments: Literacy 3D	84.305	R305A 170241	405,589
Implementing Comprehensive, Integrated, Three-tiered Models to Meet Students' Academic, Behavior, and Social Needs: A Researcher-Practitioner Partnership	84.305	R305H150018-16	49,829
A Multi-Site Efficacy Trial of the Class-wide Function-related Intervention Teams "CW-FIT": A Research to Practice Agency for Students with and At Risk for EBD	84.324	R324A 120344 - 15	32,718
The effects of online decision making support for home visitors using an RTI approach to promoting the language development of at-risk infants and toddlers	84.324	R324A 120365 - 15	69,484
Topic 5; Goal 5: Assessing Self-Determination in the Era of Evidence-Based Practices: The Development and Validation of Student and Adult Measures of Self-Determination	84.324	R324A 130065 - 15	226,083
Middle School Class-wide Function-related Intervention Teams (MS CW-FIT): Improving Academic Engagement and Outcomes for Middle School Students	84.324	R324A 160279	415,093
MTSS and Self-Determination: Examining the Impact of Tier 1 Supports to Promote Self-Determination and Academic Outcomes	84.324	R324A 170008	130,182
Professional Development to Support Teachers' Implementation of a Tiered Model for Promoting Social Development of Infants and Toddlers	84.324	R324A 170118	265,398
Validation of Cognitive Problem-Solving and Movement Infant-Toddler IGOs for Screening and General Outcome Progress Monitoring	84.324	R324A 150166-17	312,144
Measuring Early Communication Development in Children with ASD	84.324	R324A 160072-17	326,067
Promoting Positive Transition Outcomes for Secondary Students with Intellectual Disability: A Research Institution-SEA Partnership in Rhode Island	84.324	R324L160002	87,196
Development of a Data-based Decision Making System to Support Educators' Promotion of Infants and Toddlers' Cognitive Problem-Solving Skills	84.324	R324A 170141	188,792
Validity Studies of the Classroom Code for Interactive Recording of Children's Learning Environments (CRCLE) (Version 2.0): A Preschool Eco-Behavioral Interaction Measure for Intervention Decision Making	84.324	R324A 170048	234,849
KU ACCESS: Leadership in Access, College, Career, and Extensive and Significant Supports for Secondary Students with Severe Disabilities	84.325	H325D140031-17	259,891
Preparation of Special Education, Early Intervention, and Related Services Leadership Personnel	84.325	H325D160080-17	142,277
Strengthening Outcomes for All learners in Inclusive Settings (SOARS)	84.325	H325K160141-17	251,198
The Schoolwide Integrated Framework For Transformation Center (SWIFT)	84.326	H326Y120005-16	2,513,164
Stepping Up: Sustainable Implementation of Innovations for Student Achievement (SISA)	84.327	H327S120019 - 16	278,959

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
DEPARTMENT OF EDUCATION (Continued)			
Making It Happen: Stepping Up Implementation of IGD Technology to Improve Data-based Decision Making for Infants and Toddlers with or at-risk for Disabilities	84.327	H327S140024 - 17	\$ 455,446
Stepping Up Technology Enabled Self-Monitoring For High School Students with Disabilities	84.327	H327S170001	54,768
KU Transition to Postsecondary Education for Youth with ID	84.407	P407A150017-16	407,407
Pass through BELTON SCHOOL DISTRICT USD 124			
Evaluation of the TEAMscience teacher professional development program	84.366	19505	48,046
Pass through INDIANA UNIVERSITY			
Joint Attention Mediated Learning Intervention for Toddlers with Autism Spectrum Disorders and their Families	84.324	BL-4240321-UK	22,227
Pass through KANSAS DEPARTMENT OF EDUCATION			
Scaling-Up KSDE TASN Evaluation Proposal	84.027	652-15-1860	548,311
Kansas SPOG Evaluation 2012-17	84.323	652-17-1909	34,469
Kansas SPOG Evaluation	84.323	652-18-1939	37,117
Accessibility of Technology-Enhanced Assessments	84.368	652-12-1772	24,569
Use of Learning Maps as an Organizing Structure for Formative Assessment	84.368	652-16-1887	1,548,834
Pass through KENAI PENINSULA BOROUGH SCHOOL DISTRICT			
Using Assessments to Improve Teaching and Learning in the Kenai Peninsula Borough School District	84.367	260-92-4100-2040-410	1,953
Pass through MARYLAND STATE DEPARTMENT OF EDUCATION			
Innovations in Science Map, Assessment, and Report Technologies (I-SMART)	84.368	171414	946,485
Pass through MISSOURI DEPARTMENT OF ELEMENTARY & SECONDARY EDUCATION			
Secondary/Transition Communities of Practice	84.027	Agreement	7,800
Pass through SAN FRANCISCO STATE UNIVERSITY			
Implementing an Emergent Literacy Curriculum for Students with Intellectual Disabilities in General Education Classrooms	84.324	S15-0002	560,517
Pass through SRI INTERNATIONAL			
Principles of Cyberlearning to Redesign Secondary Courses to Improve Academic Outcomes Related to Higher Standards for Students with Disabilities and Other Underperforming Students	84.411	51-001305	45,038
Pass through UNIVERSITY OF FLORIDA			
The Center to Support the Development of Effective Educators to Serve Students with Disabilities	84.325	UFDSF00010564	124,898
Pass through UNIVERSITY OF OREGON			
National Technical Assistance Center on Positive Behavioral Interventions and Supports IV	84.326	224440C	42,377
Pass through UNIVERSITY OF TEXAS-AUSTIN			
Center for Postsecondary Outcomes for Deaf Individuals	84.326	UTA 16-001045	25,382
Pass through UNIVERSITY OF UTAH			
Project ASPRE: Achieving Success in Promoting Readiness for Education and Employment	84.418	10033712	50,904
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Direct Award			
Adjuvants Discovery Program	93.000	HHSN272201400056C	1,887,719
Excellence in Youth Violence Prevention (YVPC) Mobility Assignment	93.000	16PA1605209	11,377
Kansas Serves Substance Affected Families	93.087	90CU0077-05-00	584,595
Development of an Integrated Mathematical Model for Comparative Characterization of Complex Molecule	93.103	5U01FD005285-03 REV	83,253
A Mobile Web-Based Parenting Intervention to Strengthen Social-Emotional Development of Very Low Birth Weight Infants	93.110	6R40MC26822-03-03	85,732
Bridging the Word Gap Research Network	93.110	5 UA6MC27762-04-00	232,975
TALK Around Town: A Mobile Application to Help Parents Bridge the Word Gap in Community Settings	93.110	Agreement	2,257
Proton Sponge Adhesives, Interfacial Mlieu: Molecular Structure-Mechanics	93.121	5R01DE022054-05 REV	35,677
Peptide-Polymer Engineering Dentin/Adhesive Interfacial Bond Integrity	93.121	5R01DE025476-03	411,458
Exploring the Causal Impacts of Economic and Social Safety Net Policies on Child Neglect in the U.S.: Implications for Primary Prevention	93.136	R01CE002814-02	360,443
Twins and Singletons with Specific Language Impairments	93.173	4R01DC005226-15 REV	322,547
Interactive book reading to accelerate word learning by children with SLI	93.173	5R01DC012824-05	293,311
Peer-Mediated AAC Intervention for Children with Autism: Effects on Communication	93.173	4R01DC012530-04	105,204
Biobehavioral Sciences of Communication Disorders	93.173	4P30DC005803-15 REV	187,765
Morphosyntactic Abilities of SLI Probands	93.173	5R01DC001803-22 REVISED	531,494
Trauma exposure, emotion regulation and cognitive skills in early childhood: Prospective and longitudinal examination of the mechanisms of adjustment	93.242	5R01MH079252-07	610,216
Motor abnormalities and functional brain mechanisms in autism spectrum disorder	93.242	1R01MH112734-01A1	132,216

See accompanying notes to schedule.

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
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<u>Federal Grantor/Program Title</u>	<u>CFDA Number</u>	<u>Identifying Number</u>	<u>Amount</u>
RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
DEPARTMENT OF HEALTH AND HUMAN SERVICES (Continued)			
Behavioral Health Scholars Program	93.243	G02HF27982-03-02	\$ 318,309
Investigation of Neoclerodanes as Novel Opioid Ligands	93.279	5R01DA018151-12 REV	495,750
Evaluation of Physicochemical Properties Imparted by Fluorinated Peptidomim	93.279	4R33DA036730-03	362,475
Microfluidic Integrative Circulating miRNA Profiling for Cancer Diagnosis	93.286	1R21EB024101-01	105,750
Biotechnology Resource Center of Biomodular Multi scale Systems CBM2 for Precision Molecular Diagnostics	93.286	P41EB020594-04	1,755,006
Integrated Digital Microfluidic Platforms for Next-Generation Glycomics	93.310	1R21CA207816-02	245,037
Comprehensive analysis of human adaptive immune receptors to elucidate correlates of Epstein-Barr virus disease suppression	93.310	1DP5OD023118-02	438,009
Designed Beta-strands for inhibiting efflux pumps and disabling antibiotic resistance	93.310	1DP2GM128201-01	335,335
A resource for the Genetic Analysis of Complex Traits	93.351	5R01OC010974-09 REVISED	742,200
Cognitive and Emotional Processes of Metaphorical Cancer Communications	93.393	5R01CA185378-04	331,344
O-GlcNAcylation of Ewing sarcoma proteins in chromosomal maintenance	93.393	1R03CA223949-01	18,446
Integrated Microfluidic Exosome Profiling for Early Detection of Cancer	93.394	5R21CA186846-03	111,339
Integrated exosomes profiling for minimally invasive diagnosis and monitoring of cancer	93.394	R33CA214333-01	135,606
Acute Myeloid Leukemia: MRD Analysis Using Modular uFluidics and uFlow Cytometry	93.394	7R21CA173279-04	110,296
Development of Hsp90 inhibitors for the treatment of cancer	93.395	4R01CA167079-05	19,652
Biomaterials for treatment of head and neck cancer	93.395	5R01CA173292-05	391,738
Small molecules modulating RNA-binding protein Me11	93.395	5R01CA178831-03 REV	232,719
Molecular cancer therapy targeting HUR-ARE interaction	93.395	5R01CA191785-03	366,806
Development and Evaluation of Purine and Coumarin Based Hsp90 Inhibitors	93.395	5R01CA120458-12S1	55,200
Synthetic Lethal Targeting of Growth Factor Receptors	93.395	1R01CA211720-01	331,009
The Development of Organelle Specific Hsp90 Isoform-Selective Inhibitors	93.398	5F99CA212467-02	10,881
Access to Success: Replication and Impact of a Training Program Supporting Post-Secondary Students in Requesting Disability Accommodations	93.433	90F0082-03-01	91,512
Rehabilitation Research and Training Center on Community Living	93.433	90RT5015-02-01	261,174
Assessing Family Employment Awareness Training (FEAT)	93.433	90F0058-02-02	29,102
CONNECT PLUS: Enhancing Community Participation for Adolescents and Adults with ASD using Online Instruction, Coaching, and Accessible Self-Management Technologies	93.433	90DF0058-04-00	392,340
Research and Training Center on Community Living	93.433	90RT5043-02-01	636,177
Reducing Expulsion & Suspension by Coaching Early Educators (RESCUEE)	93.575	90YED198-01-00	9,929
Behavioral Health Workforce Education and Training (BHWET) Program	93.732	1 M01HF313600100	71,526
A Randomized Trial of Recommendations for Exercise to Prevent Weight Regain	93.837	4R01HL111842-05	161,255
Chaperones in Diabetic Peripheral Neuropathy	93.847	4R01DK095911-04	94,079
Weight management in rural health clinics	93.847	1R01DK108732-02	580,806
Modulating the BBB to Improve Drug Delivery to the Brain	93.853	5R01NS075374-04	(2,975)
Chaperone Therapeutics for the Treatment of DFN	93.853	2R01NS075311-05	20,252
HTS to identify small molecules to disrupt abnormal huntingtin interactions in HD	93.853	5R01NS088059-04	407,451
RAGE and mitochondrial degeneration in diabetes	93.853	R01NS089116-04	317,032
Bucidating the Role of Neuroactive Steroids in Tourette Syndrome	93.853	F31NS093939-02	27,297
Regulation of growth cone protrusion in Netrin-mediated axon repulsion	93.853	1R56NS095682-01A1 REV	209,150
The role of ETR-1/CELF1, an RNA binding protein, in Neuronal Migration	93.853	1R21NS100483-02	56,545
Characterization of PTMs on Env to support HIV vaccine development	93.855	5R01AD94797-04	12,306
NMR studies of bacterial needle and tip proteins	93.855	5R01AD74856-10	355,180
The Regulation of Autolysis in Enterococcus Faecalis	93.855	5R01AD77782-06	(3,540)
Stable needleless vaccine against Shigella spp	93.855	1R21AH05467-02	(78)
The role of peptide signaling in Enterococcus faecalis biofilm development	93.855	1R21AH117424-01A1	194,934
The multiple states of paB Shigella type III secretion	93.855	5R01AD99489-06	329,407
Assessment of serotype-independent immunity elicited by Shigella T3SS protein	93.855	5R01AH13307-04	407,487
Assembly/function of the sorting platform of the Shigella type III secretion apparatus	93.855	5R01AH23351-03	442,724
Chemical tools for perturbing iron homeostasis in P. aeruginosa	93.855	5R01AH25529-02	222,764
Generating Native Env Glycosylation in HIV Vaccine Candidates	93.855	5R01AH25093-02	726,061
Transposon mutagenesis for Chlamydia trachomatis	93.855	R21AH125929-02	178,435
Molecular Analysis of Disease Pathways	93.859	2P20GM103638-06 REV	2,273,289
University of Kansas/Haskell Indian Nations University IRACDA Project	93.859	3K12GM063651-15S1	300,780
Integrated Resource for Protein Recognition Studies	93.859	5R01GM074255-13	475,809
Development of a rapid glycosylation profiling system using mass spectrometry data	93.859	RGM103547B	252,345
Protein Structure and Function	93.859	5P30GM110761-04	1,137,336
Legacy continuation of the KU CMLD Mission	93.859	5R24GM111385-03	217,356
Chemical Biology for Infectious Disease	93.859	P20GM113117-03	2,150,788

See accompanying notes to schedule.

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
DEPARTMENT OF HEALTH AND HUMAN SERVICES (Continued)			
Mentoring Workshop for New Faculty in Organic and Biological Chemistry	93.859	5U13GM070824-13	\$ 35,231
Regulation of kinetochore function by Topoisomerase II	93.859	5R01GM112793-03S1	361,464
Understanding the roles of PTMs in modulating molecular functions of lysyl oxidase-like 2 in breast cancer cells	93.859	5R01GM113101-04	256,179
KU Post Baccalaureate Research Education Program (PREP)	93.859	5R25GM078441-12	362,152
Antimicrobial peptides as models for the evolution of gene duplication	93.859	4R00GM114714-03	266,600
Fluoroalkylethers and Fluorinated Etherimetics	93.859	1R35GM124661-01	279,556
Mechanisms of Gamma-Secretase	93.859	1R01GM122894-01A1	163,183
A Genomic Analysis of Complex Trait Variation in <i>Mimulus</i>	93.859	5R01GM073990-08 REV	17,839
Methods for Bioactive Compound Synthesis	93.859	4R01GM077309-08	45,019
Kansas Intellectual and Developmental Disabilities Research Center (KIDDIRC)	93.865	5P30HD002528-49REV	40,052
Molecular determinants of retinoid metabolism in embryonic tissues	93.865	5R01HD077260-04 REV	157,387
The CCS: A Treatment Outcome Measure for Individuals with Severe ID	93.865	5R01HD076903-05 REV	188,244
The effects of parenting on the development and behavior of FXS adolescents	93.865	5R01HD084563-02	468,993
Label-free quantitative proteomic methods for developmental pharmacology	93.865	1R03HD089006-01	57,566
Kansas Intellectual and Developmental Disabilities Research Center	93.865	5U54HD090216-02	1,332,024
Mitochondrial degrading enzyme, synaptic mitochondrial function in AD mouse model	93.866	5R01AG044793-04	386,879
Role of cyclophilin D in A β -induced synaptic injury	93.866	5R37AG037319-08	225,056
TOMM40-mediated mitochondrial dysfunction and Alzheimer's disease	93.866	1R56AG053041-01A1	192,106
Role of Clusterin in Brain Mitochondria	93.866	1R21AG055964-01	129,042
Membrane-anchored amyloid peptides in Alzheimer's disease	93.866	7R21AG052751-02	129,427
TOMM40-mediated mitochondrial dysfunction and Alzheimer's disease	93.866	1R01AG053041-01A1	390,937
Preventing Youth Violence by Addressing Social Determinants Through the KC Youth Violence Prevention Project	93.910	5 YEFMP170096-02-00	83,944
Pass through ASSOCIATION OF UNIVERSITY CENTERS ON DISABILITIES			
Act Early Ambassador Application	93.424	Agreement	3,126
Pass through BATTLE MEMORIAL INSTITUTE			
Studying Community Programs to Reduce Childhood Obesity	93.000	236802	3,052
Studying Community Programs to Reduce Childhood Obesity	93.000	236802	(19,364)
Pass through BIOFLUIDICA			
Integrated Systems for the Analysis of Circulating Multiple Myeloma Cells (CMMCs)	93.394	19398	266,353
Pass through CHAPEL HILL TRAINING OUTREACH PROJECT IN			
National Center for Community-Based Child Abuse Prevention	93.590	Agreement	13,576
National Center for Community-Based Child Abuse Prevention	93.590	90CZ0024	54,476
Pass through CHILDREN'S MERCY HOSPITALS & CLINICS			
Adapting the Diabetes Prevention Program for a developing world context	93.837	18-0004	1,926
Pass through COMMUNITY HEALTH COUNCIL OF WYANDOTTE COUNTY			
Connecting the Dotted: Finding and Building Intersections Between Access to Healthy Food & Walkable Neighborhoods	93.757	Agreement	17,046
Connecting the Dotted: Finding and Building Intersections Between Access to Healthy Food & Walkable Neighborhoods	93.757	Agreement	15,254
Pass through ELLENSON INTEGRATION ENTERPRISES INC.			
Development of a new approach to screening for language impairments	93.173	16837	14,754
Pass through EVOKE MEDICAL			
Development of an Osteoinductive Spinal Fusion Implant for Enhanced Fusion Rates	93.846	18909	13,609
Pass through FUTURES WITHOUT VIOLENCE			
Quality Improvement Center on Child Welfare Involved Children and Families Experiencing Domestic Violence	93.670	2191	317,629
Pass through HARBON LLC			
Generating synergy between non-protein and protein macromolecular adjuvants	93.000	HHSN272201700065C-Su	60,278
Pass through HEALTH RESEARCH INC.			
B cell epitope discovery and mechanisms of antibody protection	93.000	4889-03	105,859
B cell epitope discovery and mechanisms of antibody protection	93.000	4889-04	179,645
Pass through INDIANA UNIV -PURDUE UNIVERSITY INDIANAPOLIS			
BREATH-OUT Burnout Reduction: Enhanced Awareness, Tools, Handouts, and Education-Organizational Understanding and Training	93.242	Agreement	2,676
Pass through IOWA STATE UNIVERSITY			
Targeting Plasmodium apicoplast DNA replication for the treatment and prevention of malaria	93.855	430-46-04A	120,132

See accompanying notes to schedule.

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<u>RESEARCH AND DEVELOPMENT CLUSTER (Continued)</u>			
<u>DEPARTMENT OF HEALTH AND HUMAN SERVICES (Continued)</u>			
<u>Pass through KANSAS CHILDRENS CABINET AND TRUST FUND</u>			
Community-Based Grants for the Prevention of Child Abuse and Neglect (CBCAP) 2016	93.590	40022	\$ 388
Community-Based Grants for the Prevention of Child Abuse and Neglect (CBCAP) 2016	93.590	CBCAP-2017/2018-C	93,045
<u>Pass through KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICE</u>			
Supported Employment Program	93.243	Agreement	162,045
Title XIX-Adult Mental Health	93.778	Agreement	47
<u>Pass through KANSAS DEPARTMENT OF HEALTH & ENVIRONMT</u>			
Kansas MECHV Competitive Evaluation	93.505	Agreement	321,075
Kansas MECHV Program	93.505	Agreement	98,462
MECHV Innovation 2016-2018	93.870	51606	229,531
Kansas MECHV Program	93.870	Agreement	72,632
Healthy Start Initiative: Eliminating Disparities in Perinatal Health	93.926	Agreement	(9,435)
Healthy Start Initiative: Eliminating Disparities in Perinatal Health	93.926	F053720	136,754
Evaluation of Maternal and Child Health Efforts in Kansas	93.994	Agreement	38,829
<u>Pass through KANSAS STATE UNIVERSITY</u>			
High-throughput assays for inhibitors of the Hsp100 molecular chaperones	93.855	S17042	23,518
Discovery of GPCR-Targeted Insecticides for Malaria Mosquito Control	93.855	S18108	7,215
<u>Pass through KANSAS STATE UNIVERSITY SPA</u>			
Norovirus 3CL Protease-Based Anti-norovirus Therapeutics	93.855	S14158.05	26,501
<u>Pass through LEDOS BIOMEDICAL RESEARCH INC.</u>			
Development and Application of Antibody Optimization Technologies to Improve Public Health	93.000	18X007	183,454
Characterization, Stabilization and Formulation of Virus Like Particle (VLP) Based Monovalent and Multivalent Equine Encephalitis Virus (EEV) Vaccines	93.395	12XS502	(2,154)
<u>Pass through LOUISIANA STATE UNIVERSITY</u>			
Chemical tools for perturbing iron homeostasis in P. aeruginosa	93.855	FO-000060806	8,271
<u>Pass through MATERIA INC.</u>			
Recyclable Magnetic Co/C Hybrid ROMP Reagents, Scavengers and Ligands	93.859	16951	157,762
<u>Pass through NANOPROBES INC.</u>			
Luminescent metal complex probes for correlative microscopy	93.859	Agreement	2,587
<u>Pass through NATIONAL INSTITUTES OF HEALTH</u>			
Development of a next generation vaccine to prevent pertussis	93.855	1R21AI136525-01	138,834
Improved Informatics for Epitope Mapping by Hydrogen Exchange-Mass Spectrometry	93.855	1R21AI135701-01	30,998
Vaccines to counter emerging antibiotic resistance	93.855	1R01AI138970-01	20,410
<u>Pass through OK DEPARTMENT OF MENTAL HEALTH & SUBSTANCE ABUSE</u>			
Evaluation of the Oklahoma Partnership Initiative, Phase 2 2012-2017 Project	93.087	4529051282	27,210
Evaluation of the Oklahoma Partnership Initiative, Phase 2 2012-2017 Project	93.087	4529053354	20,789
Oklahoma Partnership Initiative, Phase 3: Program Evaluation	93.087	4529055846	52,683
Oklmulgee County Family Drug Court Enhancement Evaluation	93.243	Agreement	62,058
<u>Pass through PENNSYLVANIA STATE UNIVERSITY</u>			
Family Migration and Early Life Outcomes	93.865	5470-UK-DHHS-0659	40,469
<u>Pass through PINNACLE TECHNOLOGY INC.</u>			
A Tissue Implantable Microbiosensor	93.242	Rn 2015-168KU	97,420
Development of a GABA Oxidase Enzyme For Biosensing Applications	93.242	PN 2017-173KU	208,358
<u>Pass through QUALITY TRUST FOR INDIVIDUALS WITH DISABILITIES</u>			
Supported Decision-Making Technical Assistance and Resource Center	93.631	Agreement	62,379
<u>Pass through RESEARCH INSTITUTE OF FOX CHASE CANCER CENTER</u>			
Identifying stabilizers of p53 using pocket complementarity	93.859	FOCC15101-01	10,673
<u>Pass through SAINT LOUIS UNIVERSITY</u>			
Dissecting the Contribution of Viral Genetic Variation to HSV-1 Neuropathogenesis	93.853	eRS 38666	98,093
<u>Pass through SANFORD BURNHAM PREBYS MEDICAL DISCOVERY</u>			
Identification of the molecular mechanism of miR-211 and its target genes in melanocytes and pigmented melanoma senescence and apoptosis	93.396	59675-12918	(436)
<u>Pass through SOLIGENIX INC.</u>			
Development of stabilized adjuvanted vaccines for biodefense	93.855	Agreement	(1,045)
<u>Pass through SYRACUSE UNIVERSITY</u>			
Community Living and Supported Decision-Making	93.433	28373-04197-S01	163,808
<u>Pass through THOMAS JEFFERSON UNIVERSITY</u>			
Targeting HuR to improve a synthetic lethal therapy for pancreatic cancer	93.395	080-31000-S24701	10,045

See accompanying notes to schedule.

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
DEPARTMENT OF HEALTH AND HUMAN SERVICES (Continued)			
Pass through TULANE UNIVERSITY			
Pediatric HIV/AIDS Cohort Study (PHACS)	93.865	TUL-HSC-554714-17/18	\$ 18,829
Pass through UNIVERSITY OF ALABAMA-TUSCALOOSA			
Natural disaster effects on aggressive children and their caretakers: Outcomes across time	93.865	UA 14-016	32,060
Pass through UNIVERSITY OF GEORGIA			
A radical new paradigm for heme degradation in enteric pathogens	93.859	RR166-642/S001480	23,080
Pass through UNIVERSITY OF KANSAS CANCER CENTER			
NCI Cancer Center Support Grant	93.397	QJ85912A - Neufeld	7,572
Pass through UNIVERSITY OF KANSAS MEDICAL CENTER			
Dissecting allosteric in pyruvate kinase	93.859	ZAF00010	22,629
Pass through UNIVERSITY OF KANSAS MEDICAL CENTER RESEARCH INSTITUTE			
Pharmacokinetic and Metabolism Studies of Auranofin as a Treatment for Relapsed Chronic Lymphocytic Leukemia	93.000	QW853790	(12,858)
Dark Amyloid and Mitochondrial Dysfunction	93.000	Y8S00112	25,459
Frontiers: The Heartland Institute for Clinical and Translational Research	93.350	ZFBU0000	11,130
Frontiers: The Heartland Institute for Clinical and Translational Research	93.350	ZFBU0003	13,101
Frontiers: The Heartland Institute for Clinical and Translational Research	93.350	ZFBK0000	148,911
Frontiers: The Heartland Institute for Clinical and Translational Research	93.350	ZFBT0000	12,607
Frontiers: The Heartland Institute for Clinical and Translational Research	93.350	ZFBU0006	3,166
Frontiers: The Heartland Institute for Clinical and Translational Research	93.350	ZFBU0004	10,914
S.C.O.R.E. Students for Community-Oriented Research and Education	93.351	ZAC00010	36,027
Evaluation of the NIH SEPA T-SCORE Project	93.351	ZAC00010-Ginther	24,089
Rural Disparities in Pediatric Obesity: The iAmHealthy Intervention	93.361	ZAD00070	11,858
TEEN Connections for Support from Multidisciplinary Professionals & Peers	93.361	ZAS00070	2,014
Novel Dual Notch/PXR Targeting for Colon Cancer Therapy	93.395	QA863650	14,544
Targeting Kinesin Family Member 15 for the Treatment of Cancer	93.395	ZAG00020	385,150
New HuR inhibitor against pancreatic cancer EMT and CSCs	93.395	ZAC00070	9,668
NCI Cancer Center Support Grant- Core C Lead Development Optimization	93.397	QJ85912C- A.Roy	(1,410)
NCI Cancer Center Support Grant- Core C Lead Development Optimization	93.397	QJ85912C - A. Roy	2,314
NCI Cancer Center Support Grant- Core C Lead Development	93.397	QJ85912C-Baltezor	4,306
Role of O-GlcNAcylation of Ewing sarcoma proteins in chromosomal instability	93.397	ZPJ0001E	25,182
NCI Cancer Center Support Grant Lead Development & Optimization Shared Resource	93.397	ZPJ00010-Schoenen	29,753
NCI Cancer Center Support Grant Lead Development & Optimization Shared Resource	93.397	ZPJ00010-Baltezor	65,160
NCI Cancer Center Support Grant	93.397	ZPJ00010 - Neufeld	20,058
NCI Cancer Center Support Grant	93.397	ZPJ00010-Roy	15,818
NCI Cancer Center Support Grant	93.397	ZPJ0001E	22,588
Online and Applied Systems for Intervention Skills (OASIS) Parent Training Program	93.433	Z1H00000	8,264
Project EAGLE Early Head Start Expansion	93.600	QS814212	17,465
Project EAGLE KC Educare Assessment and Evaluation	93.600	Y8S000H0	953
Project EAGLE Early Head Start Expansion	93.600	QS814213	95,411
Texting for Mobility in Overweight/Obese Adults with Peripheral Artery Disease	93.837	ZAC00090	21,362
Teacher vs. Remotely Delivered Classroom Physical Activity Breaks	93.847	ZAD000A0	13,221
Morphogenetic Tissue Movements in Early Embryos	93.859	QC865820	10,351
Cellular Pathologies Arising from Metabolic Trade-offs	93.859	QW864610	(793)
Towards exome analyses: Surprising outcomes from mutating nonconserved positions	93.859	ZAS00080	35,583
New antibacterial therapeutics using phage-based, channel-forming polypeptides	93.859	QL859701	8,566
Molecular Characterization of Hepatic Organic Anion Transporting Polypeptides	93.859	ZAH00000 MOD1	12,982
Biomechanical functions of septate junction proteins in Drosophila dorsal closure	93.859	FO 1000894213	41,140
Service contract for the Hs eq2500 in the Genome Sequencing Core	93.859	PO#1000894214	15,000
K-INBRE Undergrad Coord yr 3 PROVISIONAL	93.859	PO#1000894217	219,353
K-INBRE Campus Coord yr 4	93.859	PO#1000894218	14,681
K-INBRE Star Trainees yr 4	93.859	1000894215	22,241
K-INBRE Bioinformatics Core Facility	93.859	1000894219	136,993
K-INBRE Summer Scholars yr 4	93.859	1000894216	24,036
K-INBRE Bioinformatics Core	93.859	Agreement	23,072
Weight Management for Adolescents with IDD	93.865	QD867310	1,373
momHealth: Mobile Multiple Health Behavior Change in Teen Pregnancy & Parenting	93.865	ZAW00020	4,370
Oxidation of ceruloplasmin as a novel biomarker for Alzheimer's disease	93.866	QS85525X	7,813

See accompanying notes to schedule.

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RESEARCH AND DEVELOPMENT CLUSTER (Continued)			
DEPARTMENT OF HEALTH AND HUMAN SERVICES (Continued)			
Pass through UNIVERSITY OF KANSAS MEDICAL CENTER RESEARCH INSTITUTE (Continued)			
Mito Genomics Metabolism	93.866	QS85526G	\$ 181,173
Intervention to Reduce Sitting Time in Mild Cognitive Impairment (ReST-MCI)	93.866	QS85526V	9,944
University of Kansas Alzheimer's Disease Core Center	93.866	QS85526B	7,203
University of Kansas Alzheimer's Disease Core Centers	93.866	QS85526A	5,547
Non-invasive BONF Brain Delivery through the BBB in Alzheimer's Mouse Models	93.866	Y8S00114	10,315
University of Kansas Alzheimer's Disease Core Centers	93.866	QS85526A	24,339
Prescribing Smart Aging: Integrating Health Systems with Community-Based Lifestyle Interventions	93.866	ZAB00040	23,320
Contract for Supports for Children and Youth with Special Health Care Needs (Northeast Kansas Tribal Developmental Disabilities Services Improvement)	93.994	QJ814305	3,002
Pass through UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL			
Diet quality, parental perceptions, and weight gain among adolescents with an intellectual/developmental disability	93.110	WA00538863/OSP201718	45
Pass through UNIVERSITY OF MICHIGAN			
The Effect of Built and Social Environments on Childhood Obesity and Racial/Ethnic Disparities in the National Healthy Communities Study	93.837	3004660464	6,356
Pass through UNIVERSITY OF MONTANA			
RRTC on the Ecology of Rural Disability	93.433	PG17-65494.03	24,978
Pass through UNIVERSITY OF NEW MEXICO			
RACDA Plus	93.859	F0143734	3,461
Pass through UNIVERSITY OF NOTRE DAME			
Chaperone therapeutics for the treatment of DPN	93.853	203177UK	14,234
Pass through UNIVERSITY OF SOUTH FLORIDA			
Grp94-selective inhibitors to treat hereditary glaucoma	93.867	6144-1116-00-A	42,967
Pass through UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER			
KOR agonist functional selectivity in peripheral sensory neurons	93.279	158920/158919	193,921
Pass through UNIVERSITY OF WASHINGTON			
Functional Genomics for Chlamydia	93.855	UWSC9070	229,337
Functional Genomics for Chlamydia	93.855	UWSC9656	51,021
Pass through VIRGINIA TECH			
Identification of novel HSV-1 ICP0 E3 ligase targets by mass spectrometry in neurons	93.853	432053-19799	890
Pass through WASHINGTON STATE UNIVERSITY			
The Collaborative on Health Reform and Independent Living	93.433	126140 G003511	73,858
Pass through WICHITA STATE UNIVERSITY			
The Aging Pituitary-Gonadal Axis	93.866	SUB090220-4-1	(8,218)
TOTAL RESEARCH AND DEVELOPMENT CLUSTER			85,089,210
TRIO Cluster			
DEPARTMENT OF EDUCATION			
Direct Award			
Student Support Services Program	84.042	F042A110606-15	(1,092)
University of Kansas TRIO Student Support Services - SES	84.042	F042A160846	319,923
University of Kansas TRIO Student Support Services-STEM	84.042	F042A150254-17	233,474
University of Kansas Talent Search	84.044	F044A110799	(5,324)
University of Kansas Talent Search (KUTS)	84.044	F044A160170	396,514
University of Kansas Upward Bound Program	84.047	F047A130144 - 17A	421,899
The University of Kansas Upward Bound Math and Science Center	84.047	F047M120139-16	168,327
The University of Kansas Veterans Upward Bound Program	84.047	F047V130043-17	288,139
University of Kansas Math & Science Center	84.047	F047M170310	108,735
University of Kansas Upward Bound Math & Science (KU-UBMS)	84.047	F047M170490	101,691
University of Kansas EOC	84.066	F066A160048-17	250,841
University of Kansas EOC - Leavenworth and Franklin County	84.066	F066A160079	258,806
McNair Scholars Program	84.217	P217A120075 - 16	109,988
McNair Scholars Program	84.217	P217A170081	133,910
TOTAL TRIO CLUSTER			2,785,831

See accompanying notes to schedule.

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<u>TANF Cluster</u>			
<u>DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>			
<u>Pass through KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES</u>			
Kansas Reading Road Map Evaluation	93.558	Agreement	\$ (28,553)
e.p.i.c.skilz project	93.558	OGC-2015-KUEPIC-01	20
Kansas Reading Road Map Evaluation	93.558	Agreement	13,880
e.p.i.c.skilz project	93.558	OGC-2015-KUEPIC-01	10,086
e.p.i.c.skilz project - FY 18	93.558	EES-2018-KUEPIC-01	173,882
Kansas Reading Road Map Evaluation	93.558	39403	<u>234,637</u>
TOTAL TANF CLUSTER			403,952
<u>MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER</u>			
<u>DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>			
<u>Pass through KANSAS DEPARTMENT OF HEALTH & ENVIRONMT</u>			
Kansas MECHV Formula Fund	93.505	Agreement	243,168
<u>Pass through STATE OF NEBRASKA DEPARTMENT OF HEALTH & HUMAN SERVICES</u>			
Home Visiting Data Collection and Management - Nebraska 2015-2016	93.505	18911	33,925
Home Visiting Data Collection and Management - Nebraska 2015-2016	93.505	Agreement	<u>78,748</u>
TOTAL MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER			355,841
<u>DEPARTMENT OF AGRICULTURE</u>			
<u>Pass through KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES</u>			
Kansas Quality Rating System Development	10.596	Agreement	194,510
<u>Pass through KANSAS DEPARTMENT OF EDUCATION</u>			
Master Agreement-Summer Food Program - Upward Bound Math & Science	10.559	Agreement	6,741
Master Agreement-Summer Food Service Program - Upward Bound	10.559	Agreement	5,644
<u>Pass through KANSAS WATER OFFICE</u>			
Limited Irrigation Crop Insurance/Water Conservation Area Calculator for Kansas	10.460	17-104	13,367
<u>Pass through UNIVERSITY OF KANSAS MEDICAL CENTER RESEARCH INSTITUTE</u>			
Kansas/Missouri Nutrition Incentive Collaboration	10.331	Z9G00020	5,671
<u>DEPARTMENT OF COMMERCE</u>			
<u>Direct Award</u>			
KU University Center Project: KU Entrepreneurship Works for Kansas - Phase III	11.303	05-66-05445-04	111,118
<u>DEPARTMENT OF DEFENSE</u>			
<u>Direct Award</u>			
STARTALK 2012: C2-Chinese Connect	12.900	H98230-12-1-0127	(929)
STARTALK 2013: C2-Chinese Connect	12.900	H98230-13-1-0138	(3,817)
GenCyber Summer Camp at the University of Kansas	12.903	H98230-17-1-0281	91,311
Peace Corps Recruitment Proposal for FY 2016 - 2018	12.000	PC-15-8-030	22,510
<u>Pass through DEPARTMENT OF DEFENSE</u>			
University of Kansas IC Center for Academic Excellence (KU-ICCAE)	12.598	H98M02-17-1-0003	124,446
<u>Pass through INSTITUTE FOR INTERNATIONAL EDUCATION</u>			
KU Project GO Center: Attaining Intercultural Understanding through Critical Language Learning for 21st Century Officers	12.357	2603-KU-10-GO-51-FO5	196,369
KU Project GO Center: Attaining Intercultural Understanding through Critical Language Learning for 21st Century Officers	12.357	2603-KU-10-GO-51-FO7	259,006
Building Language Capacity and Cultural Competency to Meet National Security Needs: The University of Kansas Language Training Center	12.579	2603-KU-10-LTC052F06	211,857
Building Language Capacity and Cultural Competency to Meet National Security Needs: The University of Kansas Language Training Center	12.579	2603-KU-10-LTC052F08	<u>385,840</u>
<u>DEPARTMENT OF INTERIOR</u>			
<u>Pass through NATIONAL FISH & WILDLIFE FOUND</u>			
Building Capacity for Milkweed/Monarch Habitat Restoration in Eastern Oklahoma	15.608	2007.15.050502	25,599

See accompanying notes to schedule.

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<u>DEPARTMENT OF JUSTICE</u>			
<u>Direct Award</u>			
Postconviction Testing of DNA Evidence to Exonerate the Innocent University of Kansas School of Law Multi-State Partnership for Innocence	16.820	2015-DY-BX-K004	\$ 1,826
<u>Pass through LEAVENWORTH PENITENTIARY</u>			
Paul E. Wilson Defender Project	16.000	DJBP0408SF530001	15,263
Paul E. Wilson Defender Project	16.000	15b40818pt530001	33,476
<u>Pass through OFFICE OF KANSAS GOVERNOR</u>			
Campus Access & Resource Expert (CARE) Facilitator	16.575	15-VOCA-12	(4,477)
<u>DEPARTMENT OF STATE</u>			
<u>Direct Award</u>			
FY 2016 Study of the U.S. Institute for Student Leaders on Women's Leadership	19.009	S-ECAGD-16-CA-1075	153,336
Study of the U. S. Institutes for Student Leaders on Women's Leadership	19.009	S-ECAGD-16-CA-1040	197,737
<u>Pass through ARGENTINE FULBRIGHT COMMISSION</u>			
2018 Friends of Fulbright Undergraduate Student Exchange Program	19.400	Agreement	111,446
<u>Pass through INSTITUTE FOR INTERNATIONAL EDUCATION</u>			
6-Week English for Graduate Studies Program for Fulbright Foreign Students (2017)	19.400	IED136 KU 3.15.2017	143,460
8-Week Hubert H. Humphrey Fellowship Pre-Academic Training Program	19.000	S-ECAGD-17-CA-1020	13,958
Real News in the U.S. and Russia: Peer-to-Peer strategies for fact-checking and verification	19.900	SRS50017CA0071	39,824
<u>Department of Transportation</u>			
<u>Pass through KANSAS DEPARTMENT OF TRANSPORTATION</u>			
Statewide Traffic Incident Management Program (TIM Program)	20.215	KA-4450-01-2-17	33,764
Technical Services for the Kansas Rural Transit Assistance Program	20.509	PT-0511-37	63,206
Transportation Safety Conferences 2013-2022	20.600	SA-0943-17	195,886
Biased-Based Policing Grant	20.611	RP-1911-17	39,341
<u>Pass through KANSAS DIVISION OF EMERGENCY MANAGEMENT</u>			
Trainings to Kansas Counties through Kansas University Fire and Rescue Training Institute during the federal fiscal year 2016-2017	20.703	19572-M1	14,856
<u>Pass through KANSAS STATE UNIVERSITY</u>			
Traffic Assistance Services for Kansas (TASK) Program	20.215	S18120	3,480
<u>Pass through KANSAS STATE UNIVERSITY SPA</u>			
Traffic Assistance Services for Kansas (TASK) Program	20.215	S17054	21,870
<u>DEPARTMENT OF TREASURY</u>			
<u>Direct Award</u>			
VITA grant project	21.009	17VITA0282	18,595
<u>OFFICE OF PERSONNEL MANAGEMENT</u>			
<u>Direct Award</u>			
Intergovernmental Personnel Act (IPA) Agreement for Joseph Evans	27.011	IPA #0231	277,322
<u>INSTITUTE OF MUSEUM AND LIBRARY SERVICES</u>			
<u>Direct Award</u>			
Improving Inclusive Communities with the Adaptive Use Musical Instrument	45.024	17-5400-7089	16,344
Big Botany: Conversations with the Plant World	45.024	17-4400-7045	17,406
Presenting and Multidisciplinary Works: To Support performances and programs Exploring Identities through music, movement, and word.	45.024	17-5400-7178	30,000
Big Botany: Conversations with the Plant World	45.024	Agreement	23,318
Next Generation Careers for KU Humanities PhDs	45.130	ZA-250648-16	7,777
Advancing Research Collaboration in the Humanities	45.130	CH-50951	425,000
Humanities Challenge Project II	45.130	CH-20811	500,000
Improving the Physical Environment in Spencer Research Library	45.149	FF-255826-17	16,080
Global Medical Humanities: Bridging Digital Health Divides	45.162	AK-255364-17	14,681
Native American and African American Educational Experiences in Kansas, 1830-1960	45.163	BH-250945-16	25,218
Ethical Boundaries of Community in Russian Literature and Beyond	45.163	AQ-248198	2,037
Teaching the "Long Hot Summer" of 1967 and Beyond	45.163	ES-250805-16	109,804
Black Book Interactive Project	45.169	HD-248607-16	4,028
Lasting Impressions: Updating Works on Paper Collection Storage at the Spencer Museum of Art Civic Leader and Art Collector: Sallie Casey Thayer and an Art Museum for the University of Kansas	45.301	MA-30-15-0383-15	394
	45.301	MA-10-16-0287-16	94,609
Big Botany: conversations with the Plant World	45.301	MA-10-17-0006-17	164,200

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<u>INSTITUTE OF MUSEUM AND LIBRARY SERVICES (Continued)</u>			
<u>Pass through HUMANITIES KANSAS</u>			
Exhibiting African American Story Quilts at the Spencer Museum of Art	45.129	217007MJ	\$ 10,000
Black Love: A Symposium	45.129	217024MJ	7,500
<u>Pass through KANSAS DEPARTMENT OF COMMERCE & HOUSING</u>			
Lied Center School Performance Series	45.025	Agreement	5,000
Art For, By and About People with Disabilities	45.025	FY 16-028	10,000
<u>Pass through NORTH CAROLINA STATE UNIVERSITY</u>			
Designing OERs To Prepare the Next Generation of Scholarly Communication Librarians	45.312	Agreement	2,448
<u>NATIONAL SCIENCE FOUNDATION</u>			
<u>Direct Award</u>			
PA Agreement for Jun (Luka) Huan appointment at NSF	47.000	IS-1624071-001	119,030
FEW Workshop Proposal: Defining the Opportunities and Challenges for Research and Design Strategies to support Innovations at the Nexus of Food, Energy, and Water Systems (INFEWS)	47.041	CBET-1559379	7,381
Collaborative research: Prairie Analysis Seminar 2015-2017	47.049	DMS-1519016	3,676
The XI Americas Conference on Differential Equations and Nonlinear Analysis	47.049	DMS-1658005	16,508
2017 Graduate Student Combinatorics Conference	47.049	DMS-1700464	4,635
"The Midwest Numerical Analysis Day" Conference	47.049	DMS-1747624	2,998
KUMUNU 2017 Conference	47.049	DMS-1745772	10,426
4th Annual KUMUNU Conference in FDE, Dynamical Systems and Applications	47.049	DMS-1753332	13,348
REU Site: A Summer Experience for Undergraduates Integrating Research, Education, and Career	47.049	CHE-1560279	87,833
CANSec: The Central Area Networking and Security Workshop	47.070	CNS-1602041	2,800
NSF Student and Postdoc Travel Grant for the 2017 International Meshing Roundtable (2017 IMR)	47.070	CCF-1746066	7,178
REU Site: Models in Evolution, Ecology and Systematics	47.074	DBI-1282795	8,333
Kansas City Research Data Center	47.075	SES-1359527	29,456
An Interdisciplinary Scholarship Program for Undergraduates in Renewable Energy	47.076	DUE-1060660	1,064
Graduate Research Fellowship Program	47.076	DGE-1451148	(34,000)
Graduate Research Fellowship Program	47.076	DGE-1540502	419,667
<u>Pass through AMERICAN PHYSICAL SOCIETY</u>			
APS Conference for Undergraduate Women in Physics II	47.049	CWC-021	35,735
<u>Pass through UNIVERSITY OF HOUSTON</u>			
A Proposal to Support Graduate Student Attendance at the University of Houston ETM Summer Training Institute	47.075	R-15-0015	878
<u>SMALL BUSINESS ADMINISTRATION</u>			
<u>Pass through FORT HAYS STATE UNIVERSITY</u>			
University of Kansas Small Business Development Center	59.037	1713	41,843
University of Kansas Small Business Development Center	59.037	Agreement	22,850
State Funds: University of Kansas Small Business Center	59.037	1813	63,495
<u>VETERANS ADMINISTRATION</u>			
<u>Direct Award</u>			
VA Educational Therapy Program	64.000	VA255-15-C-0021	48,936
<u>ENVIRONMENTAL PROTECTION AGENCY</u>			
<u>Pass through KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT</u>			
2018-19 National Rivers and Streams Assessment (NRSA)	66.419	2018-NRSA1	9,214
<u>DEPARTMENT OF EDUCATION</u>			
<u>Direct Award</u>			
National Resource Centers Program	84.015	F015A140178 - 17	262,548
Foreign Language and Area Studies Fellowships Program	84.015	F015B140073-17	240,098
Foreign Language and Area Studies Fellowships Program	84.015	F015B150178 - 17	248,741
Heartland College Assistance Migrant Program	84.149	S149A150007-17	401,080
Post-Doctoral Research Training Program in Special Education: Response to Intervention (RTI) in Early Childhood	84.324	R32B120004 - 15	38,174
Augmentative and Alternative Communication in the Schools: Leadership and Access (ACTS) - Kansas City	84.325	H325K110338 - 15	172,132
Kansas High-Incidence Preparation Project (KIP)	84.325	H325T080040-12	(2,669)
University of Kansas Global Learning Opportunities Building Early Education Leaders (KU-GLOBEEL) Type A	84.325	H325D120065 - 16	228,731

See accompanying notes to schedule.

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<u>DEPARTMENT OF EDUCATION (Continued)</u>			
Culturally-Responsive Early Literacy Intervention (CRELI): American Indian/Alaskan Native KU-DOL: The University of Kansas Diversity, Development & Learning Early Childhood Unified Masters	84.325	H325K130316 - 15	\$ 231,247
Leadership Training in Nondiscriminatory Special Education Policy and Practice	84.325	H325K130073	175,634
University of Kansas Project to Develop Responsive, Innovative, and Visionary Educators (KU-DRIVE), Type A	84.325	H325D150085-17	202,047
ALL-Together In Early Education (ALL-TIEE): Early Childhood Unified Masters Project	84.325	H325D150084-16	223,918
Center on Online Learning and Students with Disabilities	84.327	H327U110011 - 15	6,595
University of Kansas Washington Cluster GEAR UP Program	84.334	P334A110181-16	528,499
University of Kansas Harmon Cluster GEAR UP Program	84.334	P334A110182	612,630
University of Kansas Highland Park High School Cluster GEAR UP Program	84.334	P334A140114-17	288,747
The University of Kansas KCKPS Gear Up Program	84.334	P334A170025	786,999
Supporting Technology, Educators, and Parents for Upward Progress (STEP-UP)	84.365	T365Z170233	243,134
<u>Pass through EMPIRICAL EDUCATION INC.</u>			
Instruments for the Making Sense of SCIENCE research study	84.411	19720	132,002
<u>Pass through GEORGIA STATE UNIVERSITY</u>			
MAAPS: Monitoring Advising Analytics as Predictors of Success: A Study Proposed by the University Innovation Alliance	84.116	SF00012139-05	179,947
<u>Pass through KANSAS DEPARTMENT OF EDUCATION</u>			
KSDE 21st CCLC Technical Assistance Grant	84.287	652-16-1895	240,587
<u>Pass through KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT</u>			
Kansas Inservice Training System (KITS)-Infant and Toddler Expansion	84.181	Agreement	478,382
Tiny K - Infant Toddler Assistive Technology Services	84.181	Agreement	32,478
<u>Pass through MISSOURI DEPARTMENT OF ELEMENTARY & SECONDARY EDUCATION</u>			
Missouri Post-Secondary Success Project	84.027	Agreement	241,169
<u>Pass through NEW HAMPSHIRE DEPARTMENT OF EDUCATION</u>			
DLM - Operational/Testing	84.000	2015-043	61,851
<u>Pass through SYNERGY ENTERPRISES, INC.</u>			
You for Youth, Summer Learning Initiative, SME Targeted Technical Assistance	84.000	Agreement	526
<u>Pass through UNIVERSITY OF KANSAS</u>			
Provide Professional Development and Associated Resources for the Strategic Instruction Model and Content Literacy Continuum	84.323	Agreement	377,711
<u>Pass through UNIVERSITY OF NORTH CAROLINA CHARLOTTE</u>			
National Technical Assistance Center on Increasing Graduation and Improving Transition to Postsecondary Education and Careers for Students with Disabilities	84.326	20150079-03-UKS	243,006
<u>Pass through UNIVERSITY OF OREGON</u>			
OSEP Technical Assistance Center on Positive Behavioral Interventions and Supports	84.326	224440M	45,938
<u>Pass through USD 491 - Eudora</u>			
Harvest of Hope Leadership Academy 2015-2016	84.000	Agreement	2,971
<u>Pass through USD 501, TOPPEKA PUBLIC SCHOOLS</u>			
The Arts Infusion Project	84.351	16855	44,682
The Arts Infusion Project: Evaluation	84.351	19265	30,112
The Arts Infusion Project: Professional Development	84.351	19263	58,224
The Arts Infusion Project: Evaluation	84.351	20123	83,857
The Arts Infusion Project: Professional Development	84.351	20122	57,153
<u>Pass through VERMONT AGENCY OF EDUCATION</u>			
VT Inclusive Education Professional Learning	84.000	35355	33,898
<u>Pass through WICHITA STATE UNIVERSITY</u>			
Evaluation of the Wichita North GEAR UP Program	84.334	13432	14,585
GEAR UP, South Wichita Project	84.334	13433	16,518
GEAR UP, South Wichita Project	84.334	15609	24,560
Evaluation of the Wichita North GEAR UP Program	84.334	15605	24,308
<u>DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>			
<u>Direct Award</u>			
Kansas Serves Native American Families - KSNAF	93.087	90CU0079-02-00	78,811
The Heartland Sexual Assault Policies & Prevention on Campuses Project	93.088	6 ASTWH160042-02-01	258,816
Training Researchers in Language Impairments	93.173	5T32DC000052-21	95,509
Kansas Program to Improve the Health of People with Mobility Limitations and Intellectual Disabilities	93.184	1 NU27DC000006-01-02	228,556
Campus Suicide Prevention at the University of Kansas	93.243	6U79SM062485-03M001	106,727

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<u>DEPARTMENT OF HEALTH AND HUMAN SERVICES (Continued)</u>			
Kansas State Plan for Assistive Technology	93.464	1601KSSGAT	5 210,715
Kansas State Plan for Assistive Technology	93.464	1701KSSGAT	223,299
Kansas University Center on Developmental Disabilities (KUDDD)	93.632	90DD0700-05-00	67,146
Kansas University Center on Developmental Disabilities (KUDDD)	93.632	90DDUC0033-02-00	362,517
Kansas University Center on Developmental Disabilities (KUDDD)	93.632	90DD0599	(1,869)
KAPP: Kansas Adoption Permanency Project	93.652	90CD1120-05-02	322,230
Health for All: Healthy Places that Promote Health Equity among Latinos in Kansas City, KS	93.738	6 NUS8DF005806-03-02	530,004
MERS MSD Program at the University of Kansas	93.859	5R25GM062232-17	293,543
Pharmaceutical Aspects of Biotechnology Training	93.859	5T32TGM008359-28	374,904
The genetic and developmental basis of repeated phenotypic shifts in Penstemon	93.859	5F32GM110988-02	(4,063)
Training Grant in Dynamic Aspects of Chemical Biology	93.859	5T32GM008545-25	336,011
500 Nations Bridge Collaboration: Haskell Indian Nations University / U of Kansas	93.859	5R25GM060182-15	215,707
Biological Indicators of Trauma in Foster Youth: The Role of Social Support	93.865	F31HD088020-02	38,823
<u>Procs through KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICE</u>			
CABH-States	93.243	Agreement	169,443
CABH-States	93.243	Agreement	93,470
<u>Procs through KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES</u>			
DCF Sustainability Funding FY2018	93.575	Agreement	55,747
<u>Procs through KANSAS DEPARTMENT OF HEALTH & ENVIRONMT</u>			
Kansas ECCS Impact Grant	93.110	Agreement	409,605
LYFTE: Lifting Young Families Toward Excellence	93.500	Agreement	414,656
Equipment Exchange: Increasing Access to Durable Medical Equipment	93.778	KDHE2014-11	44,548
Equipment Exchange: Increasing Access to Durable Medical Equipment	93.778	KDHE2014-011	231,105
Assisting Medicaid Beneficiaries in Accessing Assistive Technology (ATK)	93.779	KDHE2014-10	14,801
Assisting Medicaid Beneficiaries in Accessing Assistive Technology (ATK)	93.779	KDHE2014-010	52,279
Kansas Maternal Infant and Early Childhood Home Visiting - DAISEY	93.870	Agreement	20,982
Healthy Start Data Collection and Project Evaluation Services	93.926	PO64410	27,046
<u>Procs through KICKAPOO TRIBE</u>			
Kickapoo Project LAUNCH	93.243	16676	(1,119)
Cooperative Agreements for Tribal Behavior Health (Native Connections)	93.243	16947	4,771
Kickapoo Project LAUNCH	93.243	18183	205,142
Cooperative Agreements for Tribal Behavior Health (Native Connections)	93.243	18178	14,583
Kickapoo Tribe in Kansas SAMHSA Circle of Care Program Evaluation	93.243	19540	(189)
Cooperative Agreements for Tribal Behavior Health (Native Connections)	93.243	Agreement	36,561
Kickapoo Tribe in Kansas Tribal CBCAP	93.590	19343	33,624
FRHF 2014: A Comprehensive Approach to Good Health and Wellness in Indian Country	93.762	17982	56,306
<u>Procs through NOVATO BLUE RIBBON COALITION FOR YOUTH</u>			
Novato Blue Ribbon Coalition for Youth Coalition Evaluation Plan	93.276	Agreement	(567)
<u>Procs through OREGON DEPARTMENT OF HUMAN SERVICES</u>			
Oregon ROM Reports System	93.658	133972-8	42,551
<u>Procs through UNIVERSITY OF KANSAS MEDICAL CENTER RESEARCH INSTITUTE</u>			
Kansas University Affiliated Program	93.110	QR814062	1,396
Promoting Primary Care Advanced Practice Nursing in Rural Kansas	93.247	Z1T00000	19,279
Frontiers Art + Medicine Trailblazer	93.350	ZFBU0006-Spencer	3,500
K-INBRE Star Trainees yr 5	93.859	PO 1000931502	219
K-INBRE Summer Scholars yr 5	93.859	Agreement	5,265
<u>Procs through UNIVERSITY OF MISSOURI - KANSAS CITY</u>			
KC HealthTracks	93.137	0078486.00060127	29,393
<u>Procs through WISCONSIN DEPARTMENT OF CHILDREN & FAMILIES</u>			
Wisconsin DAISEY - Family Foundations Home Visiting Shared Measurement System	93.870	437003-18-0001135-000-01	80,963
<u>DEPARTMENT OF HOMELAND SECURITY</u>			
<u>Direct Award</u>			
Kansas State Training Systems Grant Application FY 2016	97.043	EMW-2016-GR-00013	3,468
Kansas State Training Systems Grant Application FY 2017	97.043	EMW-2017-GR-00048	19,995
Assistance to Firefighters Grants (AFG)	97.044	EMW-2015-FZ-00103	325,811
Assistance to Firefighters Grants (AFG) FY 16	97.044	EMW-2016-FZ-00156	179,308
<u>Procs through KANSAS DEPARTMENT OF AGRICULTURE</u>			
Kansas Base Flood Elevation Portal and Mapping Application	97.000	19013	28,068
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 107,911,487

See accompanying notes to schedule.

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 Year ended June 30, 2018

Of the federal expenditures presented in this schedule, the Center provided federal awards to subrecipients as follows:

Program	CFDA Number	Amount Provided
Research & Development Cluster	Multiple	\$ 13,145,310
University of Kansas IC Center for Academic Excellence (KU-ICCAE)	12.598	6,640
Building Capacity for Milkweed/Monarch Habitat Restoration In Eastern Oklahoma	15.608	15,000
VT Inclusive Education Professional Learning	84.000	571
Heartland College Assistance Migrant Program	84.149	176,750
Tiny K – Infant Toddler Assistive Technology Services	84.181	19,180
The Heartland Sexual Assault Policies & Preventative on Campuses Project	93.088	56,143
Kansas Program to Improve the Health of People with Mobility Limitations and Intellectual Disabilities	93.184	24,721
Kansas State Plan for Assistive Technology	93.464	155,220
Kansas University Center on Developmental Disabilities (KUCDD)	93.632	42,560
KAPP: Kansas Adoption Permanency Project among Latinos	93.652	131,433
Health for All: Healthy Places that Promote Health Equity in Kansas City, KS	93.738	114,518
Equipment Exchange: Increasing Access to Durable Medical Equipment	93.778	147,870
Assisting Medicaid Beneficiaries in Accessing Assistive Technology	93.779	67,084
500 Nations Bridge Collaboration: Haskell Indian Nations University /University of Kansas	93.859	41,076
		<u>\$ 14,144,076</u>

See accompanying notes to schedule.

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2018

NOTE 1 - ORGANIZATION

The University of Kansas Center for Research, Inc. (the Center) is the recipient of several federal grants. The accompanying schedule of expenditures of federal awards presents the activity of all federal awards programs of the Center for the year ended June 30, 2018. All federal awards received directly from federal agencies, as well as federal awards passed through other government agencies, are included on the schedule.

NOTE 2 - BASIS OF PRESENTATION

Expenditures reported on the Schedule are reported on the cash basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-122, Cost Principles for Non-Profit Organizations or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. The Center has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 3 - COST SHARE

Local cost sharing, as defined by the Uniform Guidance is required by certain federal grants. The amount of cost sharing varies with each program. Only the federal share of expenditures is presented in the Schedule of Expenditures of Federal Awards.

NOTE 4 - ADDITIONAL AUDITS

Grantor agencies reserve the right to conduct additional audits of the Center's grant programs for economy and efficiency and program results which may result in disallowed costs to the Center. However, management does not believe such audits would result in any disallowed costs that would be material to the Center's financial position at June 30, 2018. During the year ended June 30, 2018, the Center returned \$7,124,684 of funding related to self-reported disallowed costs.

NOTE 5 - SUBTOTALS BY FEDERAL AGENCY AND CFDA

<u>Department</u>	<u>CFDA Number</u>	<u>Amount</u>
U.S. Department of Agriculture	10.000	\$ 42,458
	10.001	21,831
	10.310	173,453
	10.331	5,671
	10.460	13,367
	10.559	12,385
	10.596	453,825
	10.676	10,036
	10.699	3,977
	10.903	<u>24,892</u>
		761,895

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2018

NOTE 5 - SUBTOTALS BY FEDERAL AGENCY AND CFDA (Continued)

<u>Department</u>	<u>CFDA Number</u>	<u>Amount</u>
U.S. Department of Commerce	11.303	\$ 111,118
	11.431	23,352
	11.467	3,507
	11.619	<u>24,121</u>
		162,098
U.S. Department of Defense	12.000	2,268,468
	12.300	663,042
	12.357	455,375
	12.420	323,513
	12.431	888,910
	12.579	597,497
	12.598	124,446
	12.630	77,818
	12.800	365,078
	12.900	(4,746)
	12.901	11,927
12.903	91,311	
12.910	<u>141,481</u>	
		6,004,120
Department of Housing and Urban Development	14.000	18,397
U.S. Department of Interior	15.000	37,536
	15.159	49,609
	15.224	1,397
	15.506	12,431
	15.608	25,599
	15.611	140,242
	15.658	(582)
	15.805	20,775
	15.808	15,175
	15.810	138,555
	15.814	85,444
	15.819	11,711
	15.980	<u>41,502</u>
		579,394
U.S. Department of Justice	16.000	48,739
	16.575	(4,477)
	16.734	19,696
	16.745	15,790
	16.820	<u>1,826</u>
		81,574
U.S. Department of Labor	17.261	18,154
U.S. Department of State	19.000	13,958
	19.009	351,073
	19.400	254,906
	19.900	<u>39,824</u>
		659,761

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2018

NOTE 5 – SUBTOTALS BY FEDERAL AGENCY AND CFDA (Continued)

<u>Department</u>	<u>CFDA Number</u>	<u>Amount</u>
U.S. Department of Transportation	20.000	\$ 172,615
	20.108	89,933
	20.200	60,222
	20.205	109,545
	20.215	378,441
	20.509	63,206
	20.600	195,886
	20.611	39,341
	20.701	359,932
	20.703	<u>14,856</u>
		1,483,977
U.S. Department of the Treasury	21.009	18,595
U.S. Department of Agriculture	32.000	131,107
Library of Congress	42.000	12,106
National Aeronautics and Space Administration	27.011	277,322
	43.000	158,798
	43.001	1,991,002
	43.002	232,955
	43.008	<u>176,145</u>
		2,836,222
National Endowment for the Arts	45.024	87,068
	45.025	15,000
	45.129	17,500
	45.130	932,777
	45.139	16,080
	45.160	(165)
	45.162	14,681
	45.163	137,057
	45.164	16,997
	45.169	4,028
	45.301	259,203
	45.312	<u>2,448</u>
		1,502,674
National Science Foundation	47.000	150,871
	47.041	1,739,164
	47.049	4,013,306
	47.050	1,768,428
	47.070	1,195,279
	47.074	5,455,785
	47.075	694,732
	47.076	1,377,707
	47.078	168,003
	47.079	1,642,805
	47.080	758
	47.083	<u>870,815</u>
Small Business Administration	59.037	128,188

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2018

NOTE 5 – SUBTOTALS BY FEDERAL AGENCY AND CFDA (Continued)

<u>Department</u>	<u>CFDA Number</u>	<u>Amount</u>
Veterans Administration	64.000	\$ 48,936
Environmental Protection Agency	66.419	9,214
	66.461	<u>26,598</u>
		35,812
U.S. Department of Energy	81.000	843,562
	81.049	1,113,787
	81.089	950,207
	81.135	<u>56,387</u>
		2,963,943
U.S. Department of Education	84.000	99,246
	84.015	751,387
	84.027	797,280
	84.042	552,305
	84.044	391,190
	84.047	1,088,791
	84.066	509,647
	84.116	5,179,947
	84.149	401,080
	84.181	510,860
	84.217	243,898
	84.287	240,587
	84.305	457,309
	84.323	449,297
	84.324	2,938,924
	84.325	2,201,673
	84.326	2,869,867
	84.327	793,768
	84.334	2,276,846
	84.351	274,028
	84.365	243,134
	84.366	48,046
	84.367	1,953
	84.368	2,519,888
	84.407	407,407
	84.411	177,040
	84.418	<u>50,904</u>
		26,476,302
U.S. Department of Health and Human Services	93.000	2,424,421
	93.087	764,088
	93.088	258,816
	93.103	83,253
	93.110	732,010
	93.121	447,135
	93.136	360,443
	93.137	29,393
	93.173	1,550,584
	93.184	228,556
	93.242	1,050,886
	93.243	1,171,801
	93.247	19,279
	93.276	(567)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2018

NOTE 5 – SUBTOTALS BY FEDERAL AGENCY AND CFDA (Continued)

<u>Department</u>	<u>CFDA Number</u>	<u>Amount</u>
U.S. Department of Health and Human Services (Continued)	93.279	\$ 1,052,146
	93.286	1,860,756
	93.310	1,018,381
	93.350	203,329
	93.351	802,316
	93.361	13,672
	93.393	349,790
	93.394	623,594
	93.395	1,814,377
	93.396	(436)
	93.397	191,321
	93.398	10,881
	93.424	3,126
	93.433	1,681,213
	93.464	434,014
	93.500	414,656
	93.505	775,378
	93.558	403,952
	93.575	65,676
	93.590	195,109
	93.600	113,829
	93.631	62,379
	93.632	427,794
	93.652	322,230
	93.658	42,551
	93.670	317,629
	93.732	71,526
	93.738	530,004
	93.757	32,300
	93.762	56,306
	93.778	275,700
	93.779	67,080
	93.837	199,899
	93.846	13,609
	93.847	687,906
	93.853	1,147,969
	93.855	3,518,872
	93.859	10,599,909
	93.865	2,399,990
	93.866	1,714,883
	93.867	42,967
	93.870	404,108
	93.910	83,944
	93.926	154,365
	93.994	41,831
		<u>44,353,929</u>
U.S. Department of Homeland Security	97.000	28,068
	97.043	23,463
	97.044	505,119
		<u>556,650</u>
TOTAL		\$ <u>107,911,487</u>

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Trustees
University of Kansas Center for Research, Inc.
Lawrence, Kansas

We have audited, in accordance with the 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, the financial statements of the University of Kansas Center for Research, Inc. (the Center), a component unit of the University of Kansas, which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 8, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Center's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be a significant deficiency as item 2018-002.

(Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Center's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under Government Auditing Standards and which is described in the accompanying schedule of findings and questioned costs as item 2018-001.

The Center's Response to Findings

The Center's response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The Center's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Center's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Center's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Indianapolis, Indiana
October 8, 2018

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE

To the Board of Trustees
University of Kansas Center for Research, Inc.
Lawrence, Kansas

Report on Compliance for Each Major Federal Program

We have audited the University of Kansas Center for Research, Inc.'s (the Center), a component unit of the University of Kansas, compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Center's major federal programs for the year ended June 30, 2018. The Center's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Center's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Center's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Center's compliance.

Opinion on Each Major Federal Program

In our opinion, the Center complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

(Continued)

Report on Internal Control Over Compliance

Management of the Center is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Center's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Indianapolis, Indiana
October 8, 2018

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 For the year ended June 30, 2018

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? _____ Yes X No

Significant deficiencies identified not considered to be material weaknesses? X Yes _____ None Reported

Noncompliance material to financial statements noted? X Yes _____ No

Federal Awards

Internal Control over major programs:

Material weakness(es) identified? _____ Yes X No

Significant deficiencies identified not considered to be material weaknesses? _____ Yes X None Reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2CFR 200.516(a)? _____ Yes X No

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
Various	Research and Development Cluster

Dollar threshold used to distinguish between Type A and Type B programs: \$3,000,000

Auditee qualified as low-risk auditee? X Yes _____ No

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the year ended June 30, 2018

SECTION 2 - FINDINGS RELATED TO THE FINANCIAL STATEMENTS THAT ARE REQUIRED TO BE REPORTED IN ACCORDANCE WITH GAGAS.

Finding 2018-001 – Return of Funds

Criteria:	The confirmation of salaries must be performed by a person with first-hand knowledge of the effort; the principal investigator or responsible official(s) using suitable means of verification that the work was performed.
Condition:	During the year ended June 30, 2018, the Center returned \$7,124,684 of funding related to self-reported disallowed costs identified from prior years.
Context:	Controls over time and effort practices in prior years were not adequate to meet applicable standards.
Effect:	The Center returned \$7,124,684 of funding related to self-reported disallowed costs.
Cause:	The above condition appears to be the result of a lack of controls surrounding the certification of time and effort related to cost-share claimed for certain projects in prior years.
Recommendation:	We recommend that management continue to implement the corrective action plan steps below.
Management's Response:	Management agrees with the finding. An internal review found that a certain number of faculty and staff in one particular school did not have an accurate understanding of what was required in order to charge time and effort to certain contracts, which would trigger a financial contribution "match" from the sponsor. As a result, a significant amount of "match" time and effort was certified that did not meet the applicable standards. However, the work for the contracts in question appears to have been completed; no failure to perform the required activities was identified. KU has implemented a multi-tiered corrective action plan coordinated by the KU Office of Integrity and Compliance and the KU Office of Research. See Corrective Action Plan.

(Continued)

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the year ended June 30, 2018

Finding 2018-002 – Revenue Recognition

Criteria:	Revenue should be recognized based upon the terms of the related contract or grant agreement.
Condition:	During testing of revenue recognition, one contract was noted to be fully recognized as revenue during the current year, but the terms of the contract did not support this treatment.
Context:	One contract of sixty-nine sampled was noted to be misclassified for revenue recognition purposes.
Effect:	An adjustment was made to reduce revenue and increase deferred revenue by approximately \$806,000.
Cause:	The above condition appears to be the result of a lack of controls surrounding the classification of contracts for revenue recognition.
Recommendation:	<p>We recommend the establishment of a formal, documented process for the review of revenue recognition categorization of contracts against documented criteria for use in the determination of revenue recognition categories. We also recommend that this criteria contemplate content in ASC Topic 606 and ASU 2018-08, which are effective for the fiscal year ending June 30, 2019.</p> <p>Additionally, we recommend the regular (monthly) review of the reconciliation of accounts receivable and deferred revenue related to the recognition of revenue.</p>
Management's Response:	Management agrees with the finding. The above condition was a result of the major financial system implementation during fiscal year ending June 30, 2018. See Corrective Action Plan.

SECTION 3 - FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS INCLUDING AUDIT FINDINGS AS DEFINED IN OMB CIRCULAR A-133 SECTION 510(a).

None

CORRECTIVE ACTION PLAN (CAP)

Agency: University of Kansas Center for Research, Inc. (KUCR)

Audit Period: July 1, 2017 – June 30, 2018

Audit Finding No:	2018-001 – Return of Funds
Condition:	During the year ended June 30, 2018, KUCR returned \$7,214,684 of funding related to self-reported disallowed costs identified from prior years.
Planned corrective action:	The University of Kansas and KUCR have implemented a multi-tiered CAP including: <ol style="list-style-type: none"> 1) Implementation of e-certification – electronic effort certification; 2) review of policies, procedures, standards of conduct and guidance documents – updates to policies to ensure compliance with federal standards; 3) Monitoring and auditing – additional review by KUCR of school award activities to ensure the specific school implement cost sharing/match and effort certifications properly; 4) Training/Education – mandatory training in the school to understand the fundamentals of cost-sharing/match and federal requirements;
Expected date of corrective action completion:	<ol style="list-style-type: none"> 1) Completed in 2016 2) Completed in 2016, on-going updates 3) On-going review/monitoring 4) All faculty and staff with sponsored award activity received live training by June 30, 2018. Ongoing training
Name and title of responsible person(s) for corrective action:	Alicia Reed, Assistant Vice Chancellor for Research Administration

Continued on next page

Page 2 of 2

CORRECTIVE ACTION PLAN (CAP)

Agency: University of Kansas Center for Research, Inc. (KUCR)

Audit Period: July 1, 2017 – June 30, 2018

Audit Finding No:	2018-002 – Revenue Recognition
Condition:	During testing of revenue recognition, one contract was noted to be fully recognized as revenue during the current year, but the terms of the contract did not support this treatment.
Planned corrective action:	The contract identified was corrected for FY18. Recognized additional review and procedures for designating contracts as fixed price milestone and fixed price other. Regular review of the reconciliation of deferred revenue and revenue recognition processes to be conducted on a quarterly basis.
Expected date of corrective action completion:	June 30, 2019
Name and title of responsible person(s) for corrective action:	Gina M. Cregg, Chief Financial Office, KU Center for Research, Inc.

Kansas University Board of Trustees October 10, 2019

Start Date	Class (term ending)	RANK	Last Name	First Name	Title	Affiliation
July 1, 2019	officer	officer	Atkinson	Simon	President	KUCR
Jan. 1, 2012	2019	ex comm	Alexander	Perry	Director	Information and Telecommunication Technology Center (ITTC)
Jan. 1, 2018	2021		Branicky	Michael	Dean	Engineering
Jan. 1, 2012	2019		Brill	Ann	Dean	Journalism
Jan. 1, 2016	2021		Carter	Wayne	President and CEO	President and CEO, TVAX BioMedical
July 1, 2019	officer	officer	Atkinson	Simon	President	KU Center for Research
Jan. 1, 2019	2022		Cook	David	Vice Chancellor	KU Edwards Campus
Jan. 1, 2018	2021		Dobrowsky	Rick	Professor	Pharmacology & Toxicology
Jan. 1, 2019	2022		Dreyfus	Lawrence	Vice Chancellor for Research	University of Missouri-Kansas City
Jan. 1, 2004	2019		Epp	LaVerne	Executive Chairman	Bioscience & Technology Business Center, Inc.
Jan. 1, 2010	2021		Erickson	Jon	Director/New Initiatives/Energy Div	Black & Veatch
Jan. 1, 2018	2021	ex comm	Fields	Paige	Dean	Business
Jan. 1, 2009	2020		Flannery	Joe	President	Weaver's
Jan. 1, 2009	2020		Flynn	Dan	Chief Scientific Officer and Founder	Deciphera
Jan. 1, 2019	2022	ex comm	Ginther	Donna	Director/Professor	Economics
Jul. 1, 2017	officer	officer	Girod	Doug	Chancellor	Chancellor's Office
Apr. 19, 1998	officer	officer	Goddard	Diane	CFO & Vice Provost for Finance	Provost's Office
Jan. 1, 2019	2022		Huesemann	Jane	Principal	Clark Huesemann architects
Jan. 1, 2012	2019		Johnson	Donna	CEO	Pinnacle Technology, Inc.
Jan. 1, 2017	2020	ex comm	Kelly	Steve	Vice President of Economic Development	Lawrence Chamber of Commerce
Jan. 1, 2016	2019		Kurtz	Nathan	Senior Program Officer	Brush Creek Partners
Jul. 1, 2018	officer		Lane	Kathleen	Vice President	KU Center for Research
Jan. 1, 2016	officer	officer	Lejuez	Carl	Provost & Executive Vice Chancellor	Provost's Office
Jan. 1, 2012	2019		Lewis	Adrian	Professor	History
June 10, 2018	officer		Lundquist	Erik	Vice President	KU Center for Research
Jan. 1, 2017	2020		Negahban	Shahin	Director of TORP	Engineering
Jan. 1, 2009	2019		Neufeld	Kristi	Professor	Molecular Biosciences
Jan. 1, 2019	2022	ex comm	Oakley	Berl	Distinguished Professor	Molecular Biosciences
Jan. 1, 2012	2019	ex comm	Otten	Jim		James Otten DDS
Jan. 1, 2016	2019		Peck	Michael	CEO/President	Innara Health
Jan. 1, 2019	2022		Petillo	Peter	Founder	Design-zyme LLC
Jan. 1, 2018	2021		Price	Sandy	Director (BOD)	Great Plains Energy
Jan. 1, 2018	2021	ex comm	Renz	Ron	President and Founder	Alligator, Inc.
Jan. 1, 2019	2022		Rice	Mabel	Director/Distinguished Professor	Speech, Language-Hearing
Jan. 1, 2018	2021	ex comm	Shogren	Karrie	Professor/Senior Scientist	Department of Special Education
Jan. 1, 2019	2022	ex comm	Smith	Peter	Associate Dean	School of Medicine
Jan. 1, 2019	2022		Soden	Sarah	Director	Center for Pediatric Genomic Medicine
Jan. 1, 2017	2020		Soper	Steve	Distinguished Professor	Multidisciplinary Research Building
Jul. 1, 2018	officer	officer	Sturm	Belinda	Vice President	KU Center for Research
Jan. 1, 2017	2020		Tamerler	Candan	Professor	Engineering
Jan. 1, 2010	2021		Ward	Joy	Professor	Ecology and Evolutionary Biology
Jan. 1, 2009	2020		Wu	Judy	Distinguished Professor	Physics & Astronomy

Education

- 2010 School of Social Welfare, University of Kansas, Doctor of Philosophy in Social Welfare with Honors
- 1992 School of Social Welfare, University of Kansas, Master of Social Work, Social Administration, Children and Family Concentration
- 1991 School of Social Welfare, University of Kansas, Bachelor of Social Work with Distinction

Academic Appointments

- 2019 to present PhD Program Director; University of Kansas School of Social Welfare
- 2018 to present Associate Professor; University of Kansas School of Social Welfare
- 2013 to 2018 Assistant Professor; University of Kansas School of Social Welfare 2003 to 2013
Research Associate; University of Kansas School of Social Welfare

Select Grants & Funding Awards

- 2018-2023 Principal Investigator with Co-PI Andy Zinn and Co-PI Jody Brook: *Kansas Strong for Children and Families*. Cooperative agreement with U.S. Dept. of Health and Human Services, Administration for Children and Families. \$8 million, 5 years
- 2017-2022 Co-Principal Investigator with PI Jody Brook and Co-PI Amy Mendenhall: *Evaluation Services for the Oklahoma Regional Partnership Grant, 3*. Contract with Oklahoma Dept. of Mental Health and Substance Abuse Services; Funded by the U.S. Dept. of Health and Human Services, Administration for Children and Families. \$675,000, 5 years
- 2016-2021 Co-Principal Investigator with PI Andy Zinn and Co-PI Juliana Carlson: *Evaluation Services for the Quality Improvement Center on Domestic Violence and Child Welfare Involved Families*. Contract with Futures Without Violence; Funded by U.S. Dept. of Health and Human Services, Administration for Children and Families \$2.67 million, 5 years
- 2013-2018 Principal Investigator with Co-PI Jody Brook and Alice Lieberman: *Kansas Assessment Permanency Project (Trauma Grant)*. Cooperative agreement with U.S. Dept. of Health and Human Services, Administration for Children and Families. \$2.5 million, 5 years
- 2012-2017 Co-Principal Investigator with PI Jody Brook: *Evaluation Services for the Oklahoma Regional Partnership Grant, 2*. Contract with Oklahoma Dept of Mental Health and Substance Abuse Services; Funded by the U.S. Dept. of Health and Human Services, Administration for Children and Families. \$502,623, 5 years
- 2010-2016 Principal Investigator with Co-PI, Tom McDonald: *Initiative to Reduce Long-Term Foster Care (Kansas Intensive Permanency Project)*. Cooperative agreement with U.S. Dept. of Health and Human Services, Administration for Children and Families. \$13.3 million, 5 years

Select Peer Reviewed Publications

- Akin, B. A., Brook, J., & Lloyd, M., & McDonald, T. (in press). Effect of a parenting intervention on foster care re-entry after reunification among substance-affected families: A quasi-experimental study. *Child Maltreatment*.
- Akin, B. A., Brook, J., Johnson-Motoyama, M., Pacely, M., & Davis, S. (in press). Engaging substance-affected families in child welfare: Parent perspectives of a parenting intervention at program initiation and completion. *Journal of Family Social Work*.
- Akin, B. A., Dunkerley, S., Brook, J., & Bruns, K. (in press). Driving organization and systems change toward trauma-responsive services in child welfare: Supervisor and administrator perspectives on initial implementation. *Journal of Public Child Welfare*.
- Akin, B. A., Lang, K., McDonald, T., Yan, Y., & Little, T. (in press). Randomized trial of PMTO in foster care: Six-month child well-being outcomes. *Research on Social Work Practice*.
- Collins-Camargo, C., Strolin-Goltzman, J., & Akin, B. A. (in press). Use of Technology to Facilitate Practice Improvement in Trauma-Informed Child Welfare Systems. *Child Welfare*.
- Kim, J., Akin, B. A., & Brook, J. (2019). Solution-focused brief therapy to improve child well-being and family functioning outcomes with substance using parents in the child welfare system. *Developmental Child Welfare* 1(2), 124-142.
- Akin, B. A. & McDonald, T. (2018). Parenting intervention effects on reunification: A randomized trial of PMTO in foster care. *Child Abuse & Neglect*, 83, 94-105.
- Lloyd, M. H., Akin, B. A., Brook, J., & Chasoff (2018). Factors associated with practitioner knowledge of CAPTA 2010 mandates for identifying and intervening in cases of prenatal alcohol and drug exposure: The policy to practice gap. *Families In Society*. 99(3), 232-243.
- Akin, B. A., Strolin-Goltzman, J., & Collins-Camargo, C. (2017). Successes and challenges in developing trauma-informed child welfare systems: A real-world case study of exploration and initial implementation. *Children and Youth Services Review*. 82, 42-52.

- Akin, B. A. (2016). Practitioner views on the core functions of coaching in the implementation of an evidence-based intervention in child welfare. *Children and Youth Services Review*, 68, 159-168.
- Akin, B. A., Brook, J., Byers, K., & Lloyd, M. (2016). Worker perspectives from the front line: Implementation of an evidence-based intervention in child welfare. *Journal of Child and Family Studies*, 25(3), 870-882.
- Akin, B. A., Brook, J., & Lloyd, M. (2015). Co-occurrence of parental substance abuse and child serious emotional disturbance: Understanding multiple pathways to improved child and family outcomes. *Child Welfare*, 94(4), 71-96.
- Brook, J., Akin, B. A., Lloyd, M., & Yan, Y. (2015). Family drug court, targeted parent training and family reunification: Did this enhanced service strategy make a difference? *Juvenile and Family Court Journal*, 66(2), 35-52.
- Mariscal, S., Akin, B. A., Lieberman, A., & Washington, D. (2015). Exploring the path from foster care to stable and lasting adoption: Perceptions of foster care alumni. *Children and Youth Services Review*, 55, 111-120.
- Akin, B. A., Mariscal, S., Bass, L., Bhattarai, J., McArthur, V., & Bruns, K. (2014). Implementation of an evidence-based intervention to reduce long-term foster care: Practitioner perceptions of key challenges and supports. *Children and Youth Services Review*, 46, 285-293.
- Akin, B., Bryson, S., Testa, M., Blase, K., McDonald, T. & Melz, H. (2013). Usability testing, initial implementation and formative evaluation of an evidence-based intervention: Lessons from a demonstration project to reduce long-term foster care. *Evaluation and Program Planning*, 41, 19-30.
- Akin, B., Bryson, S., McDonald, T., & Walker, S. (2012). Defining a target population at high- risk of long-term foster care: Barriers to permanency for families of children with severe emotional disturbances. *Child Welfare*, 91(6), 79-101.
- Akin, B. (2011). Predictors of foster care exits to permanency: A competing risks analysis of reunification, guardianship, and adoption. *Children and Youth Services Review*, 33(6), 999-1011.
- Akin, B., McDonald, T., & Tullis, L. (2010). An inventory of risk assessment in child protection: Instrument usage and key features. *Protecting Children*, 25(3), 35-51.

Select Presentations

- Akin, B. A., Bass, L., & McArthur, V. (2019, September 17). *Where Do We Go From Here? Lessons on Sustaining a Trauma-Informed Child Welfare Initiative*. Global Implementation Conference, Implementation for Impact, Glasgow, Scotland.
- Akin, B. A., Carlson, J., Mota, W., White Starr, R. (2019, September 17). *Lessons Learned from Developing and Using a Measure of Collaboration Informed by a Racial Equity Lens*. Global Implementation Conference, Implementation for Impact, Glasgow, Scotland.
- Akin, B. A., Strolin, J., & Collins-Camargo, C. (2019, April 24). *Implementing with Science: Developing Trauma-Informed, Data-Driven Child Welfare Systems with the Integration of Research and Practice*. The 21st National Conference on Child Abuse and Neglect: Striving and Thriving Families, Washington, DC.
- Dunkerley, S., Akin, B. A., Romero, A., Bruns, K., & Brook, J. (2018, January 14). *Initial Implementation of a Trauma-Informed Data-Driven Case Planning Approach in Child Welfare*. Society for Social Work and Research Annual Conference, Achieving Equal Opportunity, Equity, and Justice, Washington, DC.
- Akin, B. A., Brook, J., Johnson-Motoyama, M., Pacey, M., & Davis-Groves, S. (2019, January 19). *Parent Perspectives of a Parenting Intervention as Program Start and Completion: Considering the Views of Parents Involved in Child Welfare and Affected by Substance Use*. Society for Social Work and Research Annual Conference, Ending Gender-Based, Family and Community Violence, San Francisco, CA.
- Akin, B. A. (2017, June 21). *Put Me in Coach: How to Build Positive Coaching Practices in Child Welfare*. Global Implementation Conference, Expanding Implementation Perspectives: Engaging Systems, Toronto, Ontario, Canada.
- Akin, B. A. & Brook, J. (2017, June 20). *Community Engagement and Collaboration in the Implementation of a Statewide Child Welfare Initiative: Key Supports and Challenges*. Global Implementation Conference, Expanding Implementation Perspectives: Engaging Systems, Toronto, Ontario, Canada.
- Akin, B. A., Collins-Camargo, C., & Strolin, J. (2017, January 13). *Symposium on Implementing with Science: Integrating Research and Practice to Develop Trauma-Informed, Data-Driven Child Welfare Systems*. Symposium organizer at the Society for Social Work and Research Annual Conference, Ensure Healthy Development for all Youth, New Orleans, LA.
- Akin, B. A., Romero, A., Bhattarai, J., & Lieberman, A. (2017, January 13). *Using a Cross-System, Multi-Informant Approach to Develop Trauma-Informed, Data-Driven Child Welfare System*. Paper presentation at the Society for Social Work and Research Annual Conference, Ensure Healthy Development for all Youth, New Orleans, LA.
- Akin, B. A., Blase, K., Bryson, S., McArthur, V., & Bass, L. (2015, May 28). *Scaling-Up an Evidence-Based Intervention: Successes and Setbacks in Developing and Sustaining an Implementation Infrastructure*. Global Implementation Conference, Implementation for Impact, Dublin, Ireland.
- DePanfilis, D., Akin, B., Bright, C., Freeman, P., & Bryson, S. (2013, January 18). *Measuring the Implementation of Social Work Interventions: Options and Examples*. Annual Conference of the Society for Social Work and Research, San Diego, CA.

**University of Kansas Center for Research, Inc.
CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Becci Akin, PhD	Associate Professor; PhD Program Director	(see below for compensation information)		

Name	Position	# mo	Rate	Percent	FY 2020	FY2021	Total
Becci Akin	P.I.	12	\$ 9,000	2.5%	\$ 2,700	\$ 2,700	\$ 5,400



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

*Item # 16
 G & C Approved
 November 8/2017
 mac*

Jeffrey A. Meyers
 Commissioner
 Christine Tappan
 Interim Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4461 1-800-852-3345 Ext. 4461
 FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 6, 2017

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Sole Source** Amendment with the University of Kansas Center for Research, Inc. (Vendor #253972), Youngberg Hall, 2385 Irving Hill Road, Lawrence KS 66045, by increasing the Price Limitation by \$1,700 from \$61,200 to an amount not to exceed \$62,900 with no change to the completion date of June 30, 2019, to provide minor customizations of the Results Oriented Management public face website, effective upon the date of Governor and Council approval. This agreement was originally approved by Governor and Council on February 25, 2015, Item #9. 32% Federal Funds, 68% General Funds.

Funds are available in the following account for SFY 2018 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without further approval of the Governor and Executive Council, if needed and justified.

05-95-42-421010-29600000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPRVMT

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Revised Modified Budget
2015	067-500557	Contracts for Prog Servs	42106004	\$ 6,000	\$ 0	\$ 6,000
2016	067-500557	Contracts for Prog Servs	42106004	\$ 12,000	\$ 0	\$ 12,000
2017	067-500557	Contracts for Prog Servs	42106004	\$ 14,400	\$ 0	\$ 14,400
2018	067-500557	Contracts for Prog Servs	42106004	\$ 14,400	\$ 1,700	\$ 16,100
2019	067-500557	Contracts for Prog Servs	42106004	\$ 14,400	\$ 0	\$ 14,400
			Total	\$61,200	\$1,700	\$62,900

EXPLANATION

This request is **sole source** as the University of Kansas Center for Research Inc. is the developer of the Results Oriented Management software and the only vendor from which the State of New Hampshire can purchase these services.

Funds in this amendment will be used to enable the Department to make necessary customized changes to ensure the public facing website properly and correctly displays the Division of Children Youth and Families District Office data. The Department has requested to rename and combine administrative levels in the public instance of Results Oriented Management. District office data is not inherently useful to a public audience and this modification will group district offices together to form more meaningful regions for the public application. Some of the specific district offices this request pertains to previously stood on their own entity, had other names, and/or covered different catchment areas. This request will also reduce the effect of masking small numbers in some district offices and allow for more transparency throughout the public reporting system.

The Results Oriented Management product provides a simple and inexpensive way to access child protection and juvenile justice data. Results Oriented Management also allows quicker and better access to high quality data and provides a significant reduction in staff time. The Department is ready to move forward with the release of the public site for the Division for Children, Youth and Families which includes providing many reports through Results Oriented Management to fulfill the need for transparency among stakeholders.

The Federal Administration for Children and Families along with the Office of Juvenile Justice and Delinquency Prevention requires that state agencies collect and report accurate quantitative and qualitative data and to ensure that data is available to the public. The Department is also required to demonstrate the process provides a clear way to identify and resolve data quality issues are consistently and properly implemented across the entire state. The Department is also required to demonstrate that the process is consistent and properly implemented across the entire state and that the process provides a clear way to identify and resolve data quality issues.

Results Oriented Management is a well-tested system that was developed by the University of Kansas and is currently being used in many states. Originally the system was developed for the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families, which was the first agency to add Juvenile Justice Services' data to the system.

Results Oriented Management system provides tools that enable the Department to continuously monitor and improve the quality of the data entered into the New Hampshire Bridges computer information system. The Results Oriented Management system provides regular reports on Federal Performance measures, which are critical to the Department's compliance with federal requirements and avoidance of financial penalties. The Department, as well as many federal and state partners, is using data at an increasing level to monitor the quality of services and continuously plan for improvements as best practices are identified.

The Department of Information Technology is aware of this amendment and has verified that the amendment does not include changes to any technology component in the scope of services. As such, a new approval letter from the Department of Information Technology is not required.

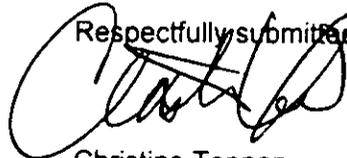
Should Governor and Executive Council not authorize this Request, the Division of Children Youth and Families District Office configurations and location information may not be displayed on the public website which could be misleading and/or confusing to the public.

Area served: Statewide

Source of Funds: 32% Federal Funds, 68% General Funds, CFDA# 93.658, Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV-E.

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

Respectfully submitted,



Christine Tappan,
Interim Director

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Amendment #1 to the Result Orientated Management (ROM) Contract**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Result Orientated Management (ROM) Contract**

This 1st Amendment to the Result Orientated Management (ROM) contract (hereinafter referred to as "Amendment #1") dated this 31st day of July, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and University of Kansas Center for Research, Inc. (hereinafter referred to as "the Contractor"), a Non-Profit company with a place of business at 2385 Irving Hill Road, Lawrence KS 66045.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 25, 2015 (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the P-37 General Provisions, Paragraph 18, this agreement may be amended by the parties, in writing, with Governor and Executive Council approval pursuant to the Contract Agreement – Part 2, Paragraph 8 'Change Orders' the State may make changes or revisions at any time by written Change Order.

WHEREAS the State and the Contractor have agreed to amend the contract;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation to read:
\$62,900
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency to read:
E. Maria Reinemann, Esq., Director
3. Contract Agreement – Part 2, Section 3.4, State Contract Manager to read:
Director, Bureau of Contracts and Procurement
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03303
Tel: (603) 271-9330
Fax: (603) 271-8431
4. Contract Agreement – Part 2, Section 3.5, State Project Manager to read:
The State shall assign a Project Manager. The State Project Manager's duties shall include the following:
 - a. Leading the Project;
 - b. Engaging and managing all the Contracted Vendors;



**New Hampshire Department of Health and Human Services
Amendment #1 to the Result Orientated Management (ROM) Contract**

- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Allison Parent, Senior Data Manager
Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03303
Tel: (603) 271-5163
Fax: (603) 271-8431
Email: Allison.Parent@dhhs.nh.gov

5. Consolidated Exhibits – Part 3, Exhibit B, Price & Payment Schedule, Section 1. Deliverable Payment Schedule, Section 1.1 Firm Fixed Price to read:

This is a Firm Fixed Price (FFP) Contract totaling \$62,900 for the period between the Contract Effective Date through June 30, 2019. The Vendor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Vendor to invoice the State on a monthly basis at fixed pricing/rates appearing in the price and payment tables below:

**New Hampshire Department of Health and Human Services
Amendment #1 to the Result Orientated Management (ROM) Contract**



6. Consolidated Exhibits – Part 3, Exhibit H, Requirement Responses to add Table C-3 “Consolidated System Enhancements” as follows:

The requested updates to the existing levels shall be implemented within thirty (30) days of the approval of Amendment #1.

Table C-3, Consolidated System Enhancements

Existing Levels	New Levels
Adoption	Not included in Public
Berlin	Berlin
Claremont	Claremont
Concord	Concord
Conway	Conway
Independent Living	Not included in Public
Keene	Keene
Laconia	Laconia
Littleton	Littleton
Manchester	Manchester
Nashua (OBSOLETE)	Southern
Rochester	Rochester
Salem	Southern Telework/Londonderry
Seacoast	Seacoast
Southern	Southern
Southern Telework	Southern Telework/Londonderry
Special Investigations	Not included in Public
Sununu Youth Services Center	Not included in Public
UNASSIGNED	Not Specified
Unknown	Not Specified
YDC	Not included in Public
YDSU	Not included in Public

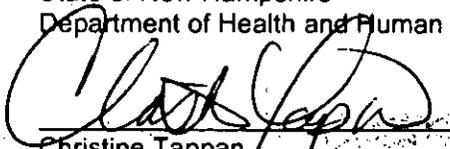


**New Hampshire Department of Health and Human Services
Amendment #1 to the Result Orientated Management (ROM) Contract**

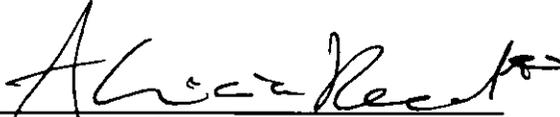
This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

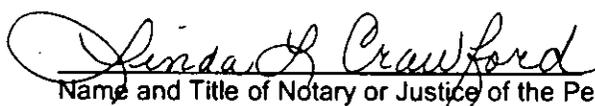
10-6-17
Date

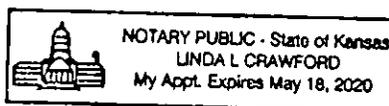
State of New Hampshire
Department of Health and Human Services

Christine Tappan
Interim Director/Office of Human Services
Division for Children, Youth & Families

8-23-2017
Date

University of Kansas Center for Research, Inc.:

Name: Alicia M. Reed
Title: Interim Director, Research Administration

Acknowledgement:
State of Kansas, County of Douglas on 8/23/2017, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace


Name and Title of Notary or Justice of the Peace





**New Hampshire Department of Health and Human Services
Amendment #1 to the Result Orientated Management (ROM) Contract**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/14/17
Date

[Signature]
Name: Lindsay Lounsbury
Title: attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

FEB12'15 PM 2:08 DAS

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964

YV Item # 9
GAC Approved
February 25, 2015

January 20, 2015

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into a **sole source** agreement with the University of Kansas Center for Research, Inc. (Vendor # 253972), Youngberg Hall, 2385 Irving Hill Road, Lawrence KS 66045, for the use of the Result Oriented Management web-based software product called Results Oriented Management for the provision of data development and reporting, in an amount not to exceed \$61,200, effective January 1, 2015, or date of Governor and Executive Council approval, whichever is later, through June 30, 2019. 100% General Funds.

Funds to support this request are available in the following account in State Fiscal Year 2015, and anticipated to be available in State Fiscal Years 2016, 2017, 2018 and 2019, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further approval of the Governor and Executive Council, if needed and justified.

05-95-42-421010-29600000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPRVMT

SFY	Class/Object	Class Title	Activity Number	Budget
2015	067-500557	Contracts for Program Services	42106004	\$ 6,000
2016	067-500557	Contracts for Program Services	42106004	\$12,000
2017	067-500557	Contracts for Program Services	42106004	\$14,400
2018	067-500557	Contracts for Program Services	42106004	\$14,400
2019	067-500557	Contracts for Program Services	42106004	\$14,400
			Total:	\$61,200

EXPLANATION

This request is **sole source** because the University of Kansas Center for Research Inc. is the developer of Results Oriented Management software and the only vendor from which the State of New Hampshire can purchase product access.

The purpose of this request is to enable the Department to have access to a web-based software application that is offered to child welfare agencies across the country for data development and reporting. The Results Oriented Management product provides a simple and inexpensive way to access to child protection and juvenile justice data. Results Oriented Management also allows quicker and better access to high quality data and provides significant time savings for staff.

The federal Administration for Children and Families and the Office of Juvenile Justice and Delinquency Prevention require states to collect and report accurate quantitative and qualitative data and ensure that data is available to the public. The Department is also required to demonstrate that the process is consistently and properly implemented across the entire state and that the process provides a clear way to identify and resolve data quality issues.

Results Oriented Management is a well-tested system that was developed by the University of Kansas and is being used in many states. Originally the system was developed for the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families, which was the first agency to add Juvenile Justice Services' data to that system. The Division of Children, Youth and Families' partner, Casey Family Services invested \$140,000 on New Hampshire's behalf into the development of the New Hampshire Results Oriented Management system. Additionally, the Department invested substantial internal resources to ensure that the system was put in place.

The Results Oriented Management system provides tools that enable the Department to continuously monitor and improve the quality of the data entered into the NH Bridges computer information system. Additionally, the Results Oriented Management system provides regular reports on Federal Performance measures, which are critical to the Department's compliance with federal requirements and avoidance of financial penalties. Additionally, the Department and many federal and state partners are using data at an increasing level to monitor the quality of services and continuously plan for improvements as best practices are identified.

The contract between Casey Family Services and the University of Kansas only covered the initial set up of the system and core reports; however, the ongoing cost of hosting the system was not covered. Without this ongoing access to this product, all data will have to be collected manually using reports produced by running queries in Access. These reports are run by different data analysts using potentially different criteria, which might yield different results and lead to inconsistencies in the reported data. Some of these reports take hours to run.

Without access to this product the Division for Children, Youth and Families will require additional resources to ensure compliance with all the mandated requirements

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
Page 3 of 3

using a manual system and may incur financial penalties to the Administration for Children & Families.

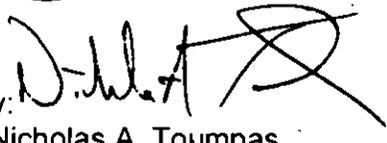
Area Served: Statewide.

Source of Funds: 100% General Funds.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved By: 
Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Steven J. Kelleher
Acting Commissioner

February 4, 2014

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with the University of Kansas Center for Research, Inc. (KUCR), Youngberg Hall, 2385 Irving Hill Road, Lawrence KS 66045, for the services described below and referenced as DoIT No. 2014-138.

The purpose of this contract is to enable the Division for Children, Youth, and Families to utilize the KUCR Result Oriented Management (ROM) web-based software application for the provision of data development and reporting, in an amount not to exceed \$61,200, effective January 1, 2015, or date of Governor and Executive Council approval, whichever is later, through June 30, 2019. The Result Oriented Management application provides a simple, efficient, and inexpensive way to access juvenile justice data resulting in significant time savings for staff.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in cursive script that reads "Steven J. Kelleher".

Steven J. Kelleher

SJK/ltn
Contract 2014-138

cc: Eric Borrin, DHHS
Leslie Mason, DoIT

Subject: Results Oriented Management (ROM)

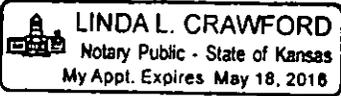
CONTRACT 2014-138
AGREEMENT - PART 1

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division for Children, Youth & Families		1.2 State Agency Address 129 Pleasant St Concord, NH 03301	
1.3 Contractor Name University of Kansas Center for Research, Inc.		1.4 Contractor Address 2385 Irving Hill Road Lawrence, KS 66045	
1.5 Contractor Phone Number (785) 864-3441	1.6 Account Number	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$61,200
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Kristi M. Billinger</i>		1.12 Name and Title of Contractor Signatory Kristi Billinger Director, Research Administration	
1.13 Acknowledgement: State of <u>KS</u> , County of <u>Douglas</u> On <u>1-19-2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Linda L. Crawford</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>Mary Ann Cooney</i>		1.15 Name and Title of State Agency Signatory <i>MARY ANN COONEY</i> ASSOCIATE COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Megan A. York</i> On: <i>2/10/15</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
RESULTS ORIENTED MANAGEMENT
CONTRACT 2014-138
CONTRACT AGREEMENT -PART 2

TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)

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Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the

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	Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.

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Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether

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	fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Health & Human Services 129 Pleasant St. Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the

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	Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when the contracted vendor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with

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	the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Health & Human Services (hereinafter referred to as the "State"), and the University of Kansas Center for Research, Inc., a nonprofit corporation affiliated with the University of Kansas, (hereinafter referred to as the "Vendor"), with its principal place of business at 2385 Irving Hill Road, Lawrence, Kansas 66045.

The Vendor shall host Result Oriented Management system software to produce Juvenile Justice System (JJS) specific reports that will enhance the ability to track and analyze trends, needs and services for the New Hampshire JJS population. The Result Oriented Management system provides tools that enable the agency to continuously monitor and improve the quality of the data input into the NH Bridges computer information system, which is vital to the Department's successful operation and Continuous Quality Improvement activities. Additionally, the Result Oriented Management system provides regular reports on Federal Performance measures, which are critical to the Department's compliance with federal requirements. Costs related to the maintenance, support, and development of the ROM system are handled in a separate contract.

RECITALS

The State desires to have the Vendor provide a software system and associated research services for the Department of Health & Human Services;

The Vendor wishes to provide a software system and associated research services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. CONTRACT DOCUMENTS

This Contract is comprised of the following documents (Contract Documents):

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirement Responses
 - Exhibit I- Work Plan
 - Exhibit J- Software License and related Terms
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference
 - Exhibit N- The Vendor Proposal, by reference

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Exhibit O- Certificates and Attachments

1.2. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. *The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1*
- b. State of New Hampshire, Department of Health & Human Services Contract 2014-138.

1.3. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2019. The Term may be extended up to seven (7) years, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2026.

The Vendor shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require the Vendor to commence work prior to the Effective Date; however, if the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

The Vendor shall use all reasonable efforts to complete its obligations under the Contract in accordance with the dates outlined in Form P-37, General Provisions.

2. COMPENSATION

2.1. CONTRACT PRICE

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

2.2. NON-EXCLUSIVE, FIRM FIXED PRICE (FFP) CONTRACT

This is a Non-Exclusive Firm Fixed Price (FFP) Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total proposal. The Vendor shall not be responsible for any delay,

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act, or omission of such other contractors, except that the Vendor shall be responsible for any delay, act, or omission if such delay, act, or omission is caused by or due to the fault of the.

3. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both the Vendor and State personnel. The Vendor shall provide all necessary resources to perform its obligations under the Contract. The Vendor shall be responsible for managing the Project to its successful completion.

3.1. THE VENDOR'S CONTRACT MANAGER

3.2.1 The Vendor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Vendor's Contract Manager is:

Kristi Billinger
Director, Research Administration
2385 Irving Hill Road, Lawrence, KS 66045
Tel:785-864-3441
Fax:785-864-5049
Email:kristib@ku.edu

3.2. THE VENDOR'S PROJECT MANAGER

3.2.2 Contract Project Manager

The Vendor shall assign a Project Manager who meets the requirements of the Contract. The Vendor's selection of the Contract Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed the Contract Project Manager's resume, qualifications, references, and background checks, and an interview. The State may request removal or reassignment of the Contract Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 The Contract Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Vendor's representative for all administrative and management matters. The Contract Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. The Contract Project Manager must be available to promptly respond during Normal Business Hours within twenty-four (24) hours to inquiries from the State, and be at the site as needed. The Contract Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 The Vendor shall notify the State of a change in its assignment of the Contract Project Manager and provide the State with a written justification of the change. State approvals for replacement of the Contract Project Manager shall not be unreasonably withheld. The replacement Contract Project Manager shall have comparable or greater skills than the Contract Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Contract Agreement Part

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2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. The Vendor shall assign a replacement Contract Project Manager within thirty (30) business days of the departure of the prior the Contract Project Manager, and the Vendor shall continue during the thirty (30) business day period to provide competent Project management services through the assignment of a qualified interim the Contract Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Vendor in default and pursue its remedies at law and in equity, if the Vendor fails to assign a the Contract Project Manager meeting the requirements and terms of the Contract.

3.2.5 The Contract Project Manager is:

Terry Moore
Director of Results Oriented Management
2385 Irving Hill Road, Lawrence, KS 66045
Tel:785-864-3441
Fax:785-864-5049
TerryM@KU.edu

3.3. THE CONTRACTED VENDOR KEY PROJECT STAFF

3.3.1 The Vendor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Vendor Key Project Staff. The State reserves the right to request removal or reassignment of the Vendor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.3.2 The Vendor shall notify the State of a change in any the Vendor Key Project Staff commitments and provide the State written justification and of the change. State approvals for replacement of the Vendor Key Project Staff will not be unreasonably withheld. The replacement the Vendor Key Project Staff shall have comparable or greater skills than the Vendor Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Vendor in default and to pursue its remedies at law and in equity, if the Vendor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Vendor's replacement Project staff.

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3.3.3.1 The Vendor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contracted Vendor's Key Project Staff:

Key Member(s)

Title

Terry Moore

Director of Results
Oriented Management

3.4. STATE CONTRACT MANAGER

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Eric D. Borrin, Director
Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301
Tel: (603) 271-9558
Fax: (603) 271-8431
Email: Eric.Borrin@dhhs.state.nh.us

3.5. STATE PROJECT MANAGER

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all the Contracted Vendors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Anastasiya B. Vanyukevych, Senior Data Manager
Department of Health & Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
Tel: (603) 271-7317
Email: Anastasiya.Vanyukevych@dhhs.state.nh.us

3.6. REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of the Contract Project Manager and the Vendor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality.*

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4. DELIVERABLES

4.1 Vendor Responsibilities

The Vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

The Vendor may subcontract services subject to the provisions of the Contract. The Vendor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Vendor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

The Vendor shall provide the State with the deliverables and services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

Upon its submission of a deliverable or service, the Vendor represents that it has performed its obligations under the Contract associated with the deliverable or service.

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written certification from the Vendor that a non-software or written deliverable is final, complete, and ready for review, the State will review the deliverable to determine whether it meets the specifications outlined in the Contract. The State will notify the Vendor in writing of its acceptance or rejection of the deliverable within five (5) business days of the State's receipt of the Vendor's written certification. If the State rejects the deliverable, the State shall notify the Vendor of the nature and class of the deficiency and the Vendor shall correct the deficiency within the period identified in the work plan. If no period for the Vendor's correction of the deliverable is identified, the Vendor shall use its best efforts to correct the deficiency in the deliverable within five (5) business days. Upon receipt of the corrected deliverable, the State shall have five (5) business days to review the deliverable and notify the Vendor of its acceptance or rejection thereof, with the option to extend the review period up to five (5) additional business days. If the Vendor fails to correct the deficiency within the allotted period of time, the State may, at its option, continue reviewing the deliverable and require the Vendor to continue until the deficiency is corrected, or immediately terminate the Contract, declare the Vendor in default, and pursue its remedies at law and in equity.

4.4 System/Software Testing and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

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4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, systems and data.

IT Security involves all functions pertaining to the securing of State data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the software shall be reviewed and tested to ensure they protect the State's hardware and software and its related data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

RESERVED

6. WARRANTY

The Vendor shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

The Vendor shall provide the Services required under the contract documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 Administrative Services

The Vendor shall provide the State with the administrative services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

7.2 Implementation Services

The Vendor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

7.3 Testing Services

The Vendor shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

8. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Vendor's receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the schedule, or the Work Plan.

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The Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Vendor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from the Vendor to the State, and the State acceptance of the Vendor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

9. INTELLECTUAL PROPERTY

The Vendor shall own and hold all title and rights in the Results Oriented Software.

In no event shall the Vendor be precluded from developing for it, or for others, materials that are competitive with, or similar to custom software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement

10.1 State's Data

All rights, title and interest in State data shall remain with the State.

10.2 Vendor's Materials

Subject to the provisions of this Contract, the Contracted Vendor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, the Contracted Vendor shall not distribute any products containing or disclose any State Confidential Information. the Contracted Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contracted Vendor employees or third party consultants engaged by the Contracted Vendor.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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All right, title and interest in the State's WWW site, including copyright to all data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State's copyright.

10.4 Survival

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

10. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). the Contracted Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Vendor's performance under the Contract. State Confidential Information provided to Vendor shall be reduced to written or other tangible form and marked "Confidential." Vendor retains the right to refuse to accept State Confidential Information it deems, in agreement with DHHS, not applicable to its obligations under the Contract.

11.2 State Confidential Information

The Vendor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information provided to the Vendor in connection with its performance under the Contract.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by law or an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State Confidential Information, and the Vendor shall cooperate with the State in any effort the State lawfully undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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In the event of the unauthorized release of State Confidential Information, the Vendor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 Vendor Confidential Information

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Vendor considers the Software and Documentation to be Confidential Information, the Vendor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Vendor shall cooperate and assist the State with the collection and review of the Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor, without any liability to the Vendor.

11.4 Survival

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1. STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contracted Vendor shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement -Part 1-General Provisions*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2. THE VENDOR

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement -Part 1-General Provisions*.

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Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to the Vendor's indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification* and confidentiality obligations in *Contract Agreement-Part 2-Section 11: Use of State's Information, Confidentiality*, which shall be unlimited.

12.3. STATE'S IMMUNITY

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 shall survive termination or Contract conclusion.

12.4. SURVIVAL

This *Contract Agreement- Part 2-Section 12: Limitation of Liability* shall survive termination or Contract conclusion.

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13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1. TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

13.2. Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

13.2.1. Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default. The State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

13.2.2. Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall not be paid to the Vendor until cured.

13.2.3. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

13.2.4. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

13.3. The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.4. 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 shall survive termination or Contract Conclusion.

13.5. TERMINATION FOR CONVENIENCE

13.5.1. Either party may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of a termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated in this Contract, for deliverables for which acceptance has been given by the State. Amounts for

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services or deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, Price and Payment Schedule, of the Contract.

- 13.5.2. During the thirty (30) day period, the Vendor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.6. TERMINATION FOR CONFLICT OF INTEREST

- 13.6.1. The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Vendor did not know, or reasonably did not know, of the conflict of interest.

- 13.6.2. In the event the Contract is terminated as provided above pursuant to a violation by the Vendor, the State shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a default of the Contract by the Vendor.

13.7. TERMINATION PROCEDURE

- 13.7.1. Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, software and written deliverables, for such part of the Contract as has been terminated.

- 13.7.2. After receipt of a notice of termination, and except as otherwise directed by the State, the Vendor shall:

13.7.2.1. Stop work under the Contract on the date, and to the extent specified, in the notice;

13.7.2.2. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

13.7.2.3. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the

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possession of the Contracted Vendor and in which the State has an interest;

13.7.2.4. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

13.7.2.5. Provide written Certification to the State that the Contracted Vendor has surrendered to the State all said property.

13.7.2.6. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assigns.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1. With the exception of the subcontract allowance noted below, the Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State. Exception for subcontract to LHHeimbach, Inc.: Contracted Vendor is hereby approved to subcontract a portion of the work under the contract to LHHeimbach, Inc.

15.2. The Vendor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the assignees fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor affect any remedies available to the State against the Vendor that may arise from any event of default of the provisions of the contract. The State shall consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3. Notwithstanding the foregoing, nothing herein shall prohibit the Vendor from assigning the Contract to the successor of all or substantially all of the assets or business of the Vendor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Vendor should change ownership, as permitted under this Contract Agreement Part 2, Section 14: Change of

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Ownership, the State shall have the option to continue under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Vendor, its successors or assigns.

16. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

16.1. Dispute Resolution Responsibility and Schedule Table

LEVEL	VENDOR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Project Manager	State Project Manager (PM)	5 Business Days
First	Director, Research Administration	State Project Management Team (PMT)	10 Business Days
Second	Director, Research Administration	Commissioner	15 Business Days

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The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

17. CODE

The Vendor agrees to provide a copy of any Custom Code developed for the State of New Hampshire that populates ROM Reports Base Working Tables from New Hampshire data for archival in the DoIT Harvest System. If created, code updates shall be provided on a quarterly basis as SQL files and placed on New Hampshire's SFTP drop folder which is concurrently used for New Hampshire's secured transmission of data to Vendor. New Hampshire will provide necessary credentials for Vendor to create SQL files in the drop folder.

18. GENERAL PROVISIONS

18.1. Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.2. Shipping and Delivery Fee Exemption

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

18.3. Project Workspace and Office Equipment

The State agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor's staff.

18.4. Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Vendor to perform its obligations under the Contract.

18.5. Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

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18.6. Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter "Information"), the Vendor understands and agrees to the following rules:

- 18.6.1. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- 18.6.2. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contracted Vendor access or attempt to access any information without having the express authority to do so.
- 18.6.3. That at no time shall the Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- 18.6.4. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contracted Vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contracted Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- 18.6.5. That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.7. Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". The Vendor understands and agrees that use of email shall follow State standard policy (available upon request).

18.8. Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

18.9. Regulatory Government Approvals

The Vendor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

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18.10. Force Majeure

Neither the Contracted Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include the Vendor's inability to hire or provide personnel needed for the Vendor's performance under the Contract.

18.11. Insurance

18.11.1. The Vendor Insurance Requirement (See Contract Agreement Part 1-Form P-37 Section 14.)

18.11.2. The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department of Health & Human Services, 129 Pleasant St., Concord, NH 03301.

18.12. Exhibits

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

18.13. Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

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1. DELIVERABLES, MILESTONES AND ACTIVITIES

The Vendor shall provide the State with hosting services for Results Oriented Management (ROM), which will meet and perform in accordance with the specifications and deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on non-software and written deliverables, the Vendor shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The deliverables are set forth in the schedule described below in Section 2. By unconditionally accepting a deliverable, the State reserves the right to request the Vendor revise and resubmit the deliverable, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for deliverables are set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

The Vendor will host the Results Oriented Management (ROM) reporting system using current data provided by the Division for Children, Youth and Families (DCYF). The following are the specific tasks and deliverables for the report system hosting operations being provided.

- Host Instances of the ROM Reports application necessary for internal reporting for DCYF operations, and for supporting public reporting as that is developed. This includes both production and test instances of all site reporting instances.
- Import Data Tables - Monitor and troubleshoot the regularly scheduled data upload process via SFTP into the SQL Server Production and Test databases on the ROM server. In the event of problems, the previous day's outcome tables shall be restored. Import the data tables into SQL Server Test database as needed in order to test any revisions made to the application.
- Run Data Preparation Routines - Schedule and execute the ROM Reports data preparation routines to populate reports on an agreed upon schedule, but no more often than weekly.
- Apply New Releases/Updates of ROM Reports and ROM Data Preparation – Apply new releases to DCYF test environments of ROM, and promote approved changes to production instances.
- Maintain Server Software and Hardware – Provide all required software and hardware for delivering ROM, and provide maintenance within defined maintenance windows.
- 24-7 System Secure Server Operations - The server that sits behind the Vendor's firewall meets HIPPA guidelines. These guidelines cover physical security, file level access, password security, and disposal of hard drives. This firewall requires each connection to be defined. The only available link to the outside world to this server is the https SSL port 443. This ensures the data is encrypted during transmissions. The Vendor's IT Services provides 24 hour system monitoring, physical plant

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maintenance, connection circuit installation, hardware maintenance management services, operations support hardware/software replacement, security checks, hardware problem resolution, disaster recovery, and backup support.

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PRICE & PAYMENT SCHEDULE

I. DELIVERABLE PAYMENT SCHEDULE

1.1. Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$61,200 for the period between the Contract Effective Date through June 30, 2019. The Vendor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Vendor to invoice the State on a monthly basis at fixed pricing/rates appearing in the price and payment tables below:

Month	Year	Pricing/Payment
January	2015	\$1,000
February	2015	\$1,000
March	2015	\$1,000
April	2015	\$1,000
May	2015	\$1,000
June	2015	\$1,000
July	2015	\$1,000
August	2015	\$1,000
September	2015	\$1,000
October	2015	\$1,000
November	2015	\$1,000
December	2015	\$1,000
January	2016	\$1,000
February	2016	\$1,000
March	2016	\$1,000
April	2016	\$1,000
May	2016	\$1,000
June	2016	\$1,000
July	2016	\$1,200

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August	2016	\$1,200
September	2016	\$1,200
October	2016	\$1,200
November	2016	\$1,200
December	2016	\$1,200
January	2017	\$1,200
February	2017	\$1,200
March	2017	\$1,200
April	2017	\$1,200
May	2017	\$1,200
June	2017	\$1,200
July	2017	\$1,200
August	2017	\$1,200
September	2017	\$1,200
October	2017	\$1,200
November	2017	\$1,200
December	2017	\$1,200
January	2018	\$1,200
February	2018	\$1,200
March	2018	\$1,200
April	2018	\$1,200
May	2018	\$1,200
June	2018	\$1,200
July	2018	\$1,200
August	2018	\$1,200
September	2018	\$1,200

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October	2018	\$1,200
November	2018	\$1,200
December	2018	\$1,200
January	2019	\$1,200
February	2019	\$1,200
March	2019	\$1,200
April	2019	\$1,200
May	2019	\$1,200
June	2019	\$1,200

2. INVOICING

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for services or deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each deliverable and identification of the deliverable for which payment is sought, and the acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other project costs or retention amounts if applicable.

Upon acceptance of a deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Attn: Dague Clark, Financial Manager
 Division for Children, Youth & Family
 129 Pleasant Street
 Concord, NH 03301

dbclark@dhhs.state.nh.us

3. PAYMENT ADDRESS

All payments shall be sent to the following address:

University of Kansas Center for Research, Inc.
 Financial Services
 2385 Irving Hill Road

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Lawrence, KS 66045-7563
kucr@ku.edu

4. OVERPAYMENTS TO THE VENDOR

The Vendor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

5. CREDITS

The State may apply credits due to the State arising out of this Contract, against the Vendor's invoices with appropriate information attached.

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1. EXTENSION

This agreement has the option for a potential extension up to seven (7) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

2. OTHER GENERAL PROVISIONS

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

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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 Contractor's 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:
 - 2.4.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;

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- 2.4.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 2.4.3. 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.
- 2.5. 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:
- 2.5.1. **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 in the performance of the Contract, said records to be maintained in accordance with OMB Circular A-133.8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 2.6. 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.
- 2.6.1. **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.
- 2.6.2. **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.
- 2.7. Confidentiality of Records:** All information, reports, and records owned by the Department, and maintained hereunder or provided by Department to Contractor, including any reports created from the data provided by the Department, 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

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prohibited except on written consent of the recipient, his attorney or guardian. Should the Department request the production of a report that is intended for public display, prior to the production, release, or display of said report, the Department will identify for the Contractor what data or information is not considered confidential. The Contractor may then only release or display the information specifically identified by the Department in the requested report.

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.

2.8. Reserved.

2.9. 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:

2.9.1. 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.

2.10. Reserved.

2.11. 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:

- 2.11.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 2.11.2. 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
- 2.11.3. Monitor the subcontractor's performance on an ongoing basis
- 2.11.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 2.11.5. 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.

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3. DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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4. REVISIONS TO GENERAL PROVISIONS

- 4.1. SUBPARAGRAPH 2 of the General Provisions of this contract, Employment of Contractor/Services to be Performed, is replaced as follows:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 ("Stat"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the research, development and hosting services identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

- 4.2. SUBPARAGRAPH 3 of the General Provisions of this contract, Effective Date/Completion of Services, is replaced as follows:

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 shall use all reasonable efforts to complete all Services by the Completion Date specified in block 1.7.

- 4.3. SUBPARAGRAPH 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

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4.4. SUBPARAGRAPH 7 of the General Provisions of this contract, Personnel, is replaced as follows:

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor agrees 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.

4.5. SUBPARAGRAPH 8 of the General Provisions of this contract, Event of Default, is replaced as follows:

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute and event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services 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 be withheld from 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.

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4.6. SUBPARAGRAPH 9 of the General Provisions of this contract, Data/Access/Confidentiality/Preservation, is replaced as follows:

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word 'data' shall mean all information and things owned by the State and provided to the Contractor during the performance 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 become 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.

4.7. SUBPARAGRAPH 10 of the General Provisions of this contract, Termination, is replaced as follows:

10. TERMINATION.

10.1 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. In the event of early termination, the Contractor shall be reimbursed for all noncancelable obligations incurred prior to the effective date of termination.

10.2 Either party may terminate the Agreement at any time for any reason, at its sole discretion, 30 days after giving the other party written notice that it is exercising its option to terminate the Agreement.

10.3 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.

10.4 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.

10.5 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.

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10.6 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.

- 4.8. SUBPARAGRAPH 13 of the General Provisions, Indemnification, is replaced as follows:

13. INDEMNIFICATION.

Contractor agrees to accept the responsibility for injury or damage to any person or persons or property that arise solely out of the Contractor's negligent acts or omissions in connection with this project. Contractor further agrees that the State shall not be liable for damages arising solely from injuries or damages sustained by any person or persons or property resulting from the negligent performance or omission by the Contractor of this Agreement.

- 4.9. SUBPARAGRAPH 14 of the General Provisions, Insurance, is replaced as follows:

14. INSURANCE.

14.1 The Contractor agrees to maintain Comprehensive General Liability insurance including Person Injury Coverage and Contractual Liability, with the minimum combined single limit for Bodily Injury and Property Damage, in accordance with the Contractor's regular requirements and practices. All insurance policies, as required by this Agreement, must be issued by an insurance company licensed to do business in the United States.

14.2 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:

14.2.1 comprehensive general liability in the amount of \$1,000,000 for each occurrence; excess/umbrella liability in the amount of \$5,000,000 for each occurrence; and Errors and Omissions coverage in the amount of \$1,000,000.

- 4.10. SUBPARAGRAPH 15 of the General Provisions, Workers' Compensation, is replaced as follows:

15. WORKERS' COMPENSATION.

University of Kansas employees are covered by the Workers Compensation Act, K.S.A. 44-501, through the State of Kansas. The University is also covered by automobile liability insurance in accordance with the provisions of K.S.A. 74-4707. Claims arising from bodily injury or death occurring as a result of acts or omissions by University employees working on this project may be subject to the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq. Contractor agrees that State shall not be liable for damages resulting from injuries or damages sustained by any person or persons or property resulting solely from the negligent performance or omission by Contractor or employee of this project.

- 4.11. SUBPARAGRAPH 19 OF THE General Provisions, Construction of Agreement and Terms is deleted.

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to project success.

The Vendor's Key Project Staff shall participate in meetings over the phone as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- b. **Exit Meeting:** Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Vendor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Vendor's responsibility.

As reasonably requested by the State, the Vendor shall provide the State with information or reports regarding the Project. The Vendor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. STATE-OWNED DOCUMENTS AND DATA

The Vendor shall provide the State access to all State-owned documents, State Data, State-owned materials, State-owned reports, and other State-owned work in progress relating to the Contract that State has provided to Vendor ("State Owned Documents"). Upon expiration or termination of the Contract with the State, the Vendor shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents provided to the Vendor in electronic format must be returned to State in electronic format. State-owned Documents provided to the Vendor in paper format must be returned to State in paper format upon State's request.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the OMB circulars A-21, A-110, or A-133, as applicable.

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E
IMPLEMENTATION SERVICES

RESERVED

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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE**

1. SECURITY

The Vendor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. The Vendor shall provide the State resources, information, and services during the term of the contract, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, systems and data.

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EXHIBIT F
TESTING SERVICES

The Vendor shall provide the following products and services, which include but are not limited to:

1. TESTING AND ACCEPTANCE

1.1 Security Review and Testing

IT Security involves all functions pertaining to the securing of State data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the system architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or Code Analysis and Review.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

The Vendor must acknowledge its responsibilities for security testing.

The Vendor may be required to provide 3rd party testing. All Software and hardware shall be free of malicious code (malware).

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

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EXHIBIT H
REQUIREMENT RESPONSES

Table C-2 General System Requirements

The hosting service provided by the University of Kansas must conform to the information technology Privacy, and security standards of the University of Kansas, which include but are not limited to:

University of Kansas Security Standards

The primary information can be found at:

KORA – Kansas Open Records Act
<http://www.privacy.ku.edu/resources/hipaa.shtml>

Information Access and Technology Policies
<http://www.policy.ku.edu/infoaccess.shtml>

Specific Documents:	
<p>Information Access Acceptable Use of Educational Technologies: Guidelines for Faculty and Staff Access to Libraries Services, Policies on Blackboard, Policies and Procedures Related to Use of, University of Kansas Circulation Policies and Procedures, KU Libraries Code of Conduct for Library Users, KU Libraries Confidentiality Agreement for Use of Alumni Information System Content Management System Policy Data Classification and Handling Policy Data Classification and Handling Procedures Guide Guest Access to Wireless Network Index to Policies and Procedures, KU Libraries Information Access Control Policy Internal Audit Charter Investigative Contact by Law Enforcement, Policy and Procedures KLETC Open Records Request Policy KU Alumni Association E-mail Policy KU Card Center - Obtaining the KU Card</p>	<p>Privacy & Security Acceptable Use of Educational Technologies: Guidelines for Faculty and Staff Access to Libraries Services, Policies on Blackboard, Policies and Procedures Related to Use of, University of Kansas Clinic Policies and Procedures Regarding Privacy & Security of Patient Information Code of Conduct for Library Users, KU Libraries Confidentiality of Proposals and Awards Credit Card Information Data Center and Server Room Policy Data Center and Server Room Standards Data Classification and Handling Policy Data Classification and Handling Procedures Guide Education Credential Files: University Career Center Electronic Data Disposal Policy Electronic Data Disposal Procedure Gramm-Leach-Bliley Student Financial Information Security Program Health Information Privacy Policy: Watkins Health Services</p>

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REQUIREMENT RESPONSES

<p>KU Card Center - Request for Release of Photo KU Card Center - Terms and Conditions of the KU Card KU Libraries: Access, Circulation, and Request Services - Requirements for KU Students, Faculty, Staff, and Affiliates on the Lawrence and Edwards Campuses KU Libraries: Access, Circulation, and Request Services for KU Faculty, Staff, and Affiliates KU Libraries: Access, Circulation, and Request Services for KU Graduate Students KU Libraries: Access, Circulation, and Request Services for KU Undergraduate and Law Students KU Libraries: Code of Conduct for Library Users Library Services for Other Users Maintenance of Alumni Records Missing Residential Student Policy and Procedure: Vice Provost for Student Affairs Open Access Policy for University of Kansas Scholarship Records Retention Schedule Requests for Alumni Records Safety and Security of Funds Student Record Policy Primary Records Custodians Student Records Policy: Office of the University Registrar Systems Development Life Cycle (SDLC) Policy Systems Development Life Cycle (SDLC) Standard Undergraduate Admission Records Retention Policy: Office of Admissions and Scholarships Virtual Private Network (VPN) Remote Access Procedure Virtual Private Network (VPN) Service on the University of Kansas Data Network</p>	<p>Identity Theft Prevention Program Information Access Control Policy Information Technology Security Policy Instructions for a lost, stolen, or damaged KU Card KU Card Center - Disclosure Statement KU Card Center - Report KU Card Lost or Stolen KU Card Center - Request for Release of Photo KU Libraries: Code of Conduct for Library Users KU Libraries: Privacy and Confidentiality KUMC Computer Security Incident Response KUMC Computer Security Policy KUMC Gramm-Leach-Bliley Act KUMC Mobile Device Security KUMC Password Policy KUMC Payment Card Acceptance KUMC Secure Application Development KUMC Sensitive Information in Electronic and Paper-Based Systems KUMC Vulnerability Management KUMC Working with Vendor Systems Missing Residential Student Policy and Procedure: Vice Provost for Student Affairs Password Policy Privacy Policy, General Privacy Policy: Counseling and Psychological Services Record Confidentiality Records Retention Schedule Roles and Responsibilities for Information Management Policy Safety and Security of Funds Security Policy Procedure: Risk and Vulnerability Guidelines Security Policy: Assessment for Local IT Environments and Outline for Risk and Vulnerability Assessments Student Record Policy Primary Records Custodians Student Records Policy: Office of the University Registrar Systems Development Life Cycle (SDLC) Policy</p>
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REQUIREMENT RESPONSES

	Systems Development Life Cycle (SDLC) Standard Unauthorized Peer-to-Peer File Sharing ..
<p>Information Technology Acceptable Use of Educational Technologies: Guidelines for Faculty and Staff Acceptable Use of Electronic Information Resources Access to Libraries Services, Policies on Blackboard, Policies and Procedures Related to Use of, University of Kansas Code of Conduct for Library Users, KU Libraries Content Management System Policy Data Center and Server Room Policy Data Center and Server Room Standards Electronic Mail Policy Internet-Based Credit Card Processing Policy KUMC Computer Equipment Disposal and Media Sanitization KUMC Copyright Policy and Guidelines KUMC Email Use KUMC Internet Use KUMC Ownership of Computing Hardware and Software KUMC Roles of Technical Support Associates KUMC Social Media KUMC Software Licensing KUMC Student Email Use KUMC Web Resource Accessibility KUMC Web Server Appropriate Use KUMC Working with Vendor Systems Mobile Communication & Information Devices Network Policy Server Registration & Centralization Telecommunications Physical Infrastructure Telecommunications Wiring Policy Unauthorized Peer-to-Peer File Sharing Visual Identity (Web Standards) Manual for the University of Kansas Wireless Local Area Network (LAN) Systems Policy</p>	

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EXHIBIT H
REQUIREMENT RESPONSES

Specific Documents:

Data Classification and Handling Policy

<https://documents.ku.edu/policies/IT/DataClassificationandHandlingPolicy.htm>

Data Classification and Handling Guide

<https://documents.ku.edu/policies/IT/DataClassificationandHandlingProceduresGuide.htm>

Data Center and Server Room Policy

https://documents.ku.edu/policies/IT/DataCenterandServerRoom_Policy.htm

Data Center and Server Room Standards

https://documents.ku.edu/policies/IT/DataCenterandServerRoom_Standards.htm

Data Disposal Policy

<https://documents.ku.edu/policies/IT/DataDisposalPolicy.htm>

Data Disposal Procedure

<https://documents.ku.edu/policies/IT/DataDisposalProcedure.htm>

Information Access Control Policy

<https://documents.ku.edu/policies/IT/InformationAccessControlPolicy.htm>

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WORK PLAN

RESERVED

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EXHIBIT J
SOFTWARE LICENSE

1. RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of the Vendor's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

2. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the software, and its associated documentation, shall remain with the Vendor.

3. VIRUSES

The Vendor shall host software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the software in accordance with the specifications.

As a part of its internal development process, the Vendor will use reasonable efforts to test the software for viruses.

4. AUDIT

Upon forty-five (45) days written notice, the Vendor may audit the State's use of the programs at the Vendor's sole expense. The State agrees to cooperate with the Vendor's audit and provide reasonable assistance and access to information. The State agrees that the Vendor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, the Vendor's audit rights are subject to applicable State and federal laws and regulations.

5. SOFTWARE NON-INFRINGEMENT

The Vendor agrees that it has good title to, or the right to allow the State to use all services, equipment, and software ("Material") provided under this Contract, and that such services, equipment, and software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1. Services

The Vendor agrees that the system will operate to conform to the specifications, terms, and requirements of the Contract.

1.2. Non-Infringement

The Vendor agrees that it has good title to, or the right to allow the State to use, all services, equipment, and software ("Material") provided under this Contract, and that such services, equipment, and software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.3. Viruses; Destructive Programming.

The Vendor warrants that the Hosted Environment shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the software in accordance with the specifications.

1.4. Services

The Vendor agrees that the services provided to State under this Agreement will be reasonably accurate in accordance with scientifically accepted standards. THE VENDOR DISCLAIMS ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1.5. Personnel

The Vendor agrees that all personnel engaged in the Services shall be qualified to perform the services, and, if applicable, shall be properly licensed and otherwise authorized to do so under all applicable laws.

1.6. Breach of Data

The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including, but not limited to, notification and any damages assessed by the courts.

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.

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TRAINING SERVICES

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EXHIBIT M
NH DIVISION FOR CHILDREN, YOUTH & FAMILY RFP

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EXHIBIT N
VENDOR QUOTES BY REFERENCE**

The Vendor's Quotes to the Division for Children, Youth & Family is incorporated herein by reference, as follows:

- January 1, 2015 – June 30, 2016 - \$18,000
- July 1, 2016 – June 30, 2019 - \$43,200

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EXHIBIT O
SPECIAL EXHIBITS, ATTACHMENTS, AND CERTIFICATES**

Attached are:

- A. Certificate of Good Standing
- B. Vendor's Certificate of Vote/Authority
- C. Vendor's Certificate of Insurance
- D. Department of Health & Human Services Exhibits D through J

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Consolidated Exhibits - Part 3

Vendor's Initials hmy

Exhibit O

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

YMB
Date 12/19/14

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: University of Kansas
Center for Research, Inc.

12/19/14
Date

Kristi M. Billinger
Name: Kristi Billinger
Title: Director, Research Administration



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 Kansas
Center for Research, Inc.

12/19/14
Date

Kristi M. Billinger
Name: Kristi Billinger

Title: Director, Research Administration



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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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 Kansas
Center for Research, Inc.

12/19/14
Date

Kristi M. Billinger
Name: Kristi Billinger

Title: Director, Research Administration

KMB
12/19/14



**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

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Date

12/19/14

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 Kansas
Center for Research, Inc.

12/19/14
Date

Kristi M. Billinger
Name: Kristi Billinger
Title: Director, Research Administration

Exhibit G

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

Contractor Initials

KMB

Date

12/19/14



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: University of Kansas Center
for Research, Inc.

12/19/14
Date

Kristi M. Billinger

Name: Kristi Billinger

Title: Director, Research Administration



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.

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Exhibit I

- i. "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



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 (I). 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

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KMB

Date

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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

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Contractor Initials

KMB

Date

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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.

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Contractor Initials

KMYB

Date

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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.

N.H.D.H.H.S
 The State
[Signature]
 Signature of Authorized Representative
MARY ANN BERRY
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
1/24/10
 Date

University of Kansas Center for Research, Inc.
 Name of the Contractor
Kristi M. Billinger
 Signature of Authorized Representative
 Kristi Billinger
 Name of Authorized Representative
 Director, Research Administration
 Title of Authorized Representative
12/19/14
 Date



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

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

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

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

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

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

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

Contractor Name: University of Kansas
Center for Research, Inc.

12/19/14
Date

Kristi M. Billinger
Name: Kristi Billinger
Title: Director, Research Administration