



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

February 14, 2019

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 of Public Health Services to enter into a **sole source** agreement with University of New Hampshire (the University), Vendor #177867-B046, 51 College Road Rm. 116, Durham, NH 03824, in an amount not to exceed \$85,490, to provide bioinformatics services at the New Hampshire Public Health Laboratories effective upon date of Governor and Council approval through July 31, 2019. 100% Federal Funds.

Funds are available in the following account for SFY 2019 with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-095-090-903010-18350000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, CENTERS FOR DISEASE CONTROL AND PREVENTION, EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731 (Example)	Contracts for Program Services	90183501	\$85,490
			Total	\$85,490

EXPLANATION

This request is **sole source** because the University of New Hampshire has the capability to provide expertise in bioinformatics and analysis of next generation sequencing data. If approved, the Contractor will provide a bioinformatician to perform data analysis for New Hampshire Public Health Laboratories. There are no other contractors with the ability to provide an expert bioinformatician for analysis of microbial sequence data that are accessible to New Hampshire Public Health Laboratories.

Funds in this agreement will be used to procure the services of a bioinformatician to work for New Hampshire Public Health Laboratories. The Department uses next generation

10 mac

sequencing data analysis at New Hampshire Public Health Laboratories to detect bacterial food-borne outbreaks in order to protect the population from food-borne illnesses.

Bioinformaticians are in high demand and short supply. Due to this, many states are partnering with local universities to address this need. A partnership between the Contractor and the Department would be mutually beneficial, and significantly increase the Department's capacity to identify and potentially prevent disease outbreaks.

The Contractor operates a core sequencing facility with a high degree of sequence data analysis expertise. This agreement, if approved, would allow the Department to have access to sophisticated data analysis expertise, and ongoing support for next generation sequencing analysis. These tools are vital to accurately identify outbreaks of diseases such as salmonella, E.coli and hepatitis C.

Should Governor and Executive Council not authorize this request, the Department may not be able to identify outbreaks caused by foodborne or other bacterial or viral species in a timely manner, which may reduce the State's capacity to prevent and control infectious disease transmissions or outbreaks.

As referenced in The Cooperative Project Agreement, Exhibit A, Section B, the State reserves the option to extend the Agreement for up to three (3) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

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

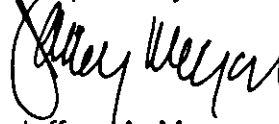
- Average number of hours per week of bioinformatician support for New Hampshire Public Health Laboratories
- Total number of data sets analyzed per month
- Percent accuracy of disease identification

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Centers For Disease Control and Prevention, Epidemiology and Laboratory Capacity for Infectious Diseases, CDFA #93.323, Federal Award Identification Number (FAIN) #U50CK000427.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **7/31/19**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: Bioinformatician Services

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

State Project Administrator

Name: Lisa M. Morris
 Address: Division for Public Health Services
29 Hazen Drive
Concord, NH 03301

Phone: 603-271-4501

Campus Project Administrator

Name: Noreen Norman
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 114

Durham, NH 03824
Phone: 603-862-2037

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

State Project Director

Name: Christopher Benton, PhD (ASCP)cm
 Address: Division of Public Health Services
29 Hazen Dr.
Concord, NH 03301

Phone: 603-271-1106

Campus Project Director

Name: Cheryl P. Andam, MS, PhD
 Address: University of New Hampshire
206 Rudman Hall
46 College Rd.
Durham, NH 03824

Phone: 603-862-1881

Campus Authorized Official KJ
 Date 2/12/19

F. Total State funds in the amount of \$85,490 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share 0 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. U50CK000427 from Centers for Disease Control and Prevention, Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) under CFDA# 93.323. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

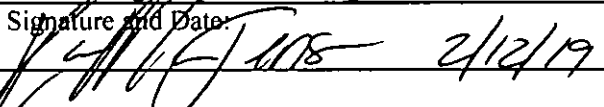
Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

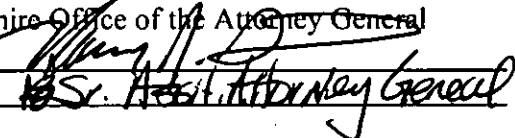
H. State has chosen not to take possession of equipment purchased under this Project Agreement.
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

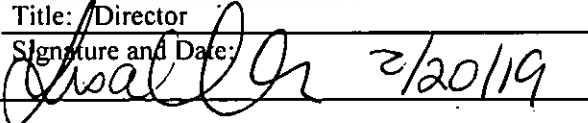
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Division of Public Health Services have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date:  2/12/19

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: 
Title: Attorney General

By An Authorized Official of:
Department of Health and Human Services

Name: Lisa M. Morris
Title: Director
Signature and Date:  2/20/19

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

Signature and Date:

[Handwritten Signature]
2/26/2019

Signature and Date:

EXHIBIT A

A. Project Title: Bioinformatician Services

B. Project Period: Upon Governor & Executive Council approval through 07/31/19.

The Department reserves the right to renew contracts for up to three (3) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council

C. Objectives: See Exhibit A-1, Additional Scope of Services.

D. Scope of Work: See Exhibit A-1, Additional Scope of Services.

E. Deliverables Schedule: See Exhibit A-1, Additional Scope of Services.

F. Budget and Invoicing Instructions: See Exhibit B-1, Methods and Conditions Precendent to Payment.

Budget Items	State Funding	Cost Sharing (if required)	Total
Statewide Surveillance Study			
1. Salaries & Wages	\$40,720	\$0	\$40,720
2. Employee Fringe Benefits	\$3,420	\$0	\$3,420
3. Travel	\$0	\$0	\$0
4. Supplies and Services	\$12,664	\$0	\$12,664
5. Equipment	\$0	\$0	\$0
6. Facilities & Admin Costs	\$28,686	\$0	\$28,686
Subtotals	\$85,490	\$0	\$85,490
Total Project Costs:			\$85,490

EXHIBIT B

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

Special Federal provisions are listed here: None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**



Additional Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

- 2.1. The Contractor shall provide bioinformatics services for the New Hampshire Public Health Laboratory (NHPHL) including, but not limited to:
 - 2.1.1. Performing Next Generation Sequencing (NGS) data analysis.
 - 2.1.2. Conducting data analysis on specimens provided by the Department, including, but not limited to:
 - 2.1.2.1. Human specimens.
 - 2.1.2.2. Animal specimens
 - 2.1.2.3. Environmental specimens.
 - 2.1.3. Operating computing equipment and conducting testing, as directed by the Department.
 - 2.1.4. Overseeing laboratory projects.
 - 2.1.5. Evaluating new data analysis procedures.
- 2.2. The Contractor shall ensure that personnel assigned to work for the NHPHL:
 - 2.2.1. Understand and adhere to strict laboratory safety protocols as required by the Department.
 - 2.2.2. Are available to work flexible hours to meet the needs of the Department.



2.2.3. Are able to perform data analysis duties for all testing areas at NHPHL.

2.3. The Contractor shall ensure that personnel assigned to perform duties for the NHPHL have the ability and required training as a bioinformatician, including, but not limited to:

2.3.1.1. Knowledge of the principles, practices and application of microbiological analysis.

2.3.1.2. Knowledge of college level mathematics.

2.3.1.3. Knowledge of the principles and methods of quality control in a public laboratory setting.

2.3.1.4. Proficiency in evaluating and analyzing scientific microbiological data.

2.3.1.5. Proficiency in the use, care and handling of laboratory equipment and materials.

2.3.1.6. Ability to query and interpret data from computer sources.

3. Staffing

3.1. The Contractor shall provide one (1) microbiologist to perform duties for the NHPHL who has relevant qualifications and experience, including, but not limited to:

3.1.1. No less than four (4) years of microbiology experience

3.1.2. NGS and Whole Genome Sequencing (WGS) training for pathogen surveillance activities.

3.1.3. A Master's degree or at least 2 years of post-graduate education from a recognized college or university with no less than thirty six (36) total credit hours in these fields of study:

3.1.3.1. Microbiology.

3.1.3.2. Medical technology.

3.1.3.3. Biological Science.

3.1.3.4. Health Science.

3.1.3.5. Health professions.

3.1.4. Completion of basic Core Training or its equivalent plus Intermediate Level Training.

KJ

2/12/19



- 3.2. The Contractor shall perform proficiency testing and other quality assurance activities as required by the Department.
- 3.3. The Contractor shall implement, document and evaluate quality control measures as required by the Department.

4. Deliverables

- 4.1. The Contractor shall provide reports to the Department, on a weekly basis or as requested, orally and/or in writing, including, but not limited to:
 - 4.1.1. Weekly summaries of the status of work in progress.
 - 4.1.2. Analysis of data developed through laboratory testing.
 - 4.1.3. Analysis of data from outside sources.



Exhibit B-1

Method and Conditions Precedent to Payment

1. The State shall pay the Campus an amount not to exceed the Cooperative Project Agreement, Section F, Total State Funds, for the services provided by the Campus pursuant to Exhibit A of the Cooperative Project Agreement (CPA).
2. This Agreement is funded by 100% Federal Funds from the United States Department of Health and Human Services, Division of Public Health, Centers for Disease Control and Prevention, Epidemiology and Laboratory Capacity for Infectious Diseases (CFDA #93.323).
3. The Campus shall provide the services in the CPA Exhibit A, in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Campus's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item.
 - 4.2. The Campus will submit an invoice in a form satisfactory to the State, no more frequently than monthly and no less frequently than quarterly, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Campus agrees to keep records of their activities related to Department programs and services. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories as shown in Exhibit A.
 - 4.3. The State shall make payment to the Campus within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The Campus shall keep detailed records of their activities related to DHHS-funded programs and services.
 - 4.5. The final invoice shall be due to the State no later than sixty (60) days after the Cooperative Project Agreement, Section B end Date.
 - 4.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:
Financial Administrator
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
 - 4.7. Payments may be withheld pending receipt of required reports or documentation as identified in CPA Exhibit A and in this Exhibit B.
5. Amendments limited to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

KJ

2/12/19