



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

April 19, 2019

His Excellency, Governor Christopher T. Sununu
 and The Honorable Council
 State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to execute an amendment to the **SOLE SOURCE** Cooperative Agreement (PO #1063933) with the University of New Hampshire, Office of Sponsored Research (VC #177867-B046), Durham, NH, by 1) adding work elements to include additional laboratory analyses for samples to be collected in summer and fall 2019; 2) extending the agreement end date from June 30, 2019 to December 31, 2019; and 3) increasing the agreement amount by \$4,238 from \$14,649 to \$18,887, effective upon Governor and Council approval through December 31, 2019. The original Agreement was approved by G&C on September 5, 2018 (Item #29). 100% General Funds.

Funding is available in the following account as follows:

	<u>FY 2020</u>
03-44-44-442010-1523-102-500731	\$4,238
Dept. Environmental Services, Shellfish Protection Program/Healthy Tidal Waters, Contracts for Program Services	

EXPLANATION

NHDES is requesting authorization to amend an existing **SOLE SOURCE** Cooperative Agreement with the University of New Hampshire, Department of Natural Resources and Marine Science (NRMS) to analyze additional oyster tissue samples for *Vibrio parahaemolyticus* (Vp) bacteria as well as genetic markers of pathogenic strains of the bacteria. Additional samples will be collected in the summer and fall of 2019. This amendment is sole source because NRMS operates the only local laboratory with the capacity to handle the sampling requirements and the ability to provide the genetic testing needed by the study. In recent years the commercial oyster aquaculture industry in New Hampshire has grown significantly, from two licensed sites in 2010 to 25 licensed sites in 2018. Vp is a naturally-occurring bacteria that is becoming an emerging public health issue for shellfish harvested in the northeastern United States. Some strains of Vp are pathogenic, and consumers of raw shellfish are at the greatest risk for becoming ill, especially in the

warmer summer months when the bacteria seems to be more prevalent. In recent years Vibrio-related illness outbreaks have been traced to shellfish harvest areas in Connecticut and Massachusetts, triggering summer harvest closures in those areas. An evaluation of current Vp levels in New Hampshire oysters is needed to develop baseline information, assess risk, and inform management strategies to help mitigate the risk to protect shellfish consumers as well as the shellfish industry.

The original agreement provided \$14,649 in funds for laboratory services on up to 45 oyster samples in FY2019. The proposed amendment includes additional funds that will be necessary to extend testing into FY 2020 to accommodate analysis of 13 additional samples collected in the summer and fall of 2019. The attached Cooperative Agreement Amendment outlines the respective obligations of NHDES and NRMS in completing the additional work specified for FY 2019 and FY 2020. To date, \$2,949 of the original agreement has been spent.

The amendment has been approved by the Office of the Attorney General as to form, execution, and content.

Respectfully submitted,



Robert R. Scott, Commissioner

AMENDMENT #01 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, DEPARTMENT OF ENVIRONMENTAL SERVICES
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 9/5/18, item # 29, for the Project titled "2018-19 DES Shellfish Vibrio Analysis," Campus Project Director, Dr. Steve Jones, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Extend Project Period

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article B. is revised to replace the Project End Date of 06/30/19 with the revised Project End Date of 12/31/19, and Exhibit A, article B is revised to replace the Project Period of 09/05/18 – 06/30/19 with 09/05/18 – 12/31/19.
- Article F. is amended to add funds in the amount of \$4,238 and will read:

Total State funds in the amount of \$18,887 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.
- Exhibit A is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #1** to the Cooperative Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:  3/8/19

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

Name: Gordon P. Laverge

Title: Assistant Attorney General

Signature and Date:  4/24/19

**By An Authorized Official of:
Department of Environmental Services**

Name: Robert R. Scott

Title: Commissioner

Signature and Date:  4-19-19

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** 2018-2019 DES Shellfish Vibrio Analysis
- B. Project Period:** 09/05/18 - 12/31/19
- C. Objectives:** The objectives of this project are to analyze samples of oyster tissue collected from various sites in the the Little Bay Estuary and Hampton/Seabrook Estuary for the Vibrio parahaemolyticus (total MPN) and for the presence of thermostable direct hemolysin gene (tdh) and/or the tdh-related hemolysin gene (trh), which are regarded as possible indicators of pathogenicity. The amendment will allow for sampling and analysis of an additional 13 samples, to be collected summer and fall 2019.
- D. Scope of Work:** The original agreement specified that NREN will provide testing for up to 45 oyster samples collected by the NH Department of Environmental Services in accordance with a sampling schedule consisting of preselected days/times and harvest conditions, during the period of July 2018 through June 2019. NREN will analyze up to 45 oyster samples for Total Vp Most Probable Number (MPN) and for the presence of thermostable direct hemolysin gene (tdh) and/or the tdh-related hemolysin gene (trh). The amendment adds funds to accommodate an additional 13 samples and extends the end date to December 31, 2019.
- E. Deliverables Schedule:** Reports. Campus Project Director shall provide electronic results (Microsoft Excel) on a monthly basis to the State Project Director. Test results should be reported at the end of each month, following a format to be provided by the NH Department of Environmental Services. Campus Project Director shall submit a Final Report due by December 31, 2019 (one print copy and an electronic version in PDF format) documenting the results of the project. The Final Report shall include a final budget summary and detailed documentation of the required matching funds.
- F. Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit requests for payment/invoice by 2/28/19 and 12/31/19. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State shall issue payment to Campus within 30 days of receipt. The final billing must be received by the State no more than 30 days after the completion date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 7,375	\$ 0	\$ 7,375
2. Employee Fringe Benefits	\$ 1,213	\$ 0	\$ 1,213
3. Travel	\$ 0	\$ 0	\$ 0
4. Supplies and Services	\$ 5,382	\$ 0	\$ 5,382
5. Equipment	\$ 0	\$ 0	\$ 0
6. Facilities & Admin Costs	\$ 4,917	\$ 0	\$ 4,917
Subtotals	\$ 18,887	\$ 0	\$ 18,887
In Kind Contribution		\$ 0	\$ 0
Total Project Costs:			\$ 18,887

G. Other:

Funding Credit: An appropriate funding credit statement and logos of NH DES shall appear on all materials intended for public distribution.

Attachment A
Budget Estimate

Budget Items	Original Budget	Added	New Budget
Salaries & Wages	\$5,499	\$1,876	\$7,375
Employee Fringe Benefits	\$844	\$369	\$1,213
Travel	\$0	\$0	\$0
Supplies and Services	\$4,492	\$890	\$5,382
Equipment	\$0	\$0	\$0
Facilities & Admin Costs	\$3,814	\$1,103	\$4,917
Total	\$14,649	\$4,238	\$18,887

Attachment C:
Copy of original agreement



The State of New Hampshire
Department of Environmental Services

Chris Nash



Robert R. Scott, Commissioner

August 2, 2018

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

APPROVED G & C

DATE 9/5/18
ITEM # 29

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the University of New Hampshire, Office of Sponsored Research (VC #177867-B046), Durham, NH, in the amount of \$14,649 to perform laboratory analysis of shellfish samples for *Vibrio parahaemolyticus* presence and genetic characteristics, effective upon Governor and Council approval through June 30, 2019. 100% General Funds.

Funding is available as follows:

03-44-44-442010-1523-102-500731 FY 2019
\$14,649

Dept. Environmental Services, Shellfish Protection Program/Healthy Tidal Waters, Contracts for Program Services

EXPLANATION

This agreement is **SOLE SOURCE** because the University of New Hampshire, Department of Natural Resources and Marine Science (NRMS) operates the only local laboratory with the capacity to handle the sampling requirements and the ability to provide the genetic testing needed by the study. In recent years the commercial oyster aquaculture industry in New Hampshire has grown significantly; from two licensed sites in 2010 to 25 licensed sites in 2017. *Vibrio parahaemolyticus* (Vp) is a naturally-occurring bacteria that is becoming an emerging public health issue for shellfish harvested in the northeastern United States. Some strains of Vp are pathogenic, and consumers of raw shellfish are at the greatest risk for becoming ill, especially in the warmer summer months when the bacteria seems to be more prevalent. In recent years Vibrio-related illness outbreaks have been traced to shellfish harvest areas in Connecticut and Massachusetts, triggering summer harvest closures in those areas. An evaluation of current Vp levels in New Hampshire oysters is needed to develop baseline information, assess risk, and inform management strategies to help mitigate the risk to protect shellfish consumers as well as the shellfish industry.

This agreement provides funds for the University of New Hampshire, Department of Natural Resources and Marine Science, to conduct laboratory analyses of oyster samples collected as part of an interagency

His Excellency, Governor Christopher T. Sununu
and The Honorable Council

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Vp monitoring program in the summer and fall of 2018 and spring/summer 2019. NRMS will provide testing for up to 45 oyster samples collected by the NHDES. NRMS will analyze samples for Total Vp Most Probable Number (MPN) and for the presence of thermostable direct hemolysin gene (*tdh*) and/or the *tdh*-related hemolysin gene (*trh*), which are regarded as possible indicators of pathogenicity.

Total project costs are budgeted \$14,649. NHDES will provide funds for 100 percent of the project costs through shellfish program general funds. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner
Department of Environmental Services

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Environmental Services

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/19**. 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: **2018-19 DES Shellfish Vibrio Analysis**

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

State Project Administrator

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

Campus Project Administrator

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

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

State Project Director

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

Campus Project Director

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

F. Total State funds in the amount of \$14,649 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. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

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

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

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

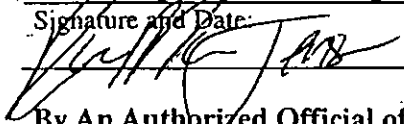
By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

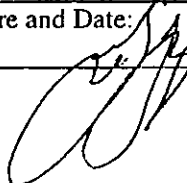
 7/26/18

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

Name: Gordon P. Landry

Title: Assistant Attorney General

Signature and Date:

 8/14/18

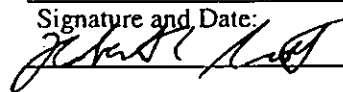
By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

 8-7-18

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. **Project Title:** 2018-29 DES Shellfish Vibrio Analysis
- B. **Project Period:** Date of Governor and Executive Council Approval through June 30, 2019
- C. **Objectives:** The objectives of this project are to analyze samples of oyster tissue collected from various sites in the the Little Bay Estuary and Hampton/Seabrook Estuary for the Vibrio parahaemolyticus (total MPN) and for the presence of thermostable direct hemolysin gene (tdh) and/or the tdh-related hemolysin gene (trh), which are regarded as possible indicators of pathogenicity.
- D. **Scope of Work:** NREN will provide testing for up to 45 oyster samples collected by the NH Department of Environmental Services in accordance with a sampling schedule consisting of preselected days/times and harvest conditions, during the period of July 2018 through June 2019. NREN will analyze up to 45 oyster samples for Total Vp Most Probable Number (MPN) and for the presence of thermostable direct hemolysin gene (tdh) and/or the tdh-related hemolysin gene (trh).
- E. **Deliverables Schedule: Reports.** Campus Project Director shall provide electronic results (Microsoft Excel) on a monthly basis to the State Project Director. Test results should be reported at the end of each month, following a format to be provided by the NH Department of Environmental Services. Campus Project Director shall submit a Final Report due by June 30, 2019 (one print copy and an electronic version in PDF format) documenting the results of the project. The Final Report shall include a final budget summary and detailed documentation of the required matching funds.
- F. **Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit requests for payment/invoice by 2/28/19 and 6/30/19. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State shall issue payment to Campus within 30 days of receipt. The final billing must be received by the State no more than 30 days after the completion date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 5,499	\$ 0	\$ 5,499
2. Employee Fringe Benefits	\$ 844	\$ 0	\$ 844
3. Travel	\$ 0	\$ 0	\$ 0
4. Supplies and Services	\$ 4,492	\$ 0	\$ 4,492
5. Equipment	\$ 0	\$ 0	\$ 0
6. Facilities & Admin Costs	\$ 3,814	\$ 0	\$ 3,814
Subtotals	\$ 14,649	\$ 0	\$ 14,649
Total Project Costs:			\$ 14,649

G. Other:

Funding Credit: An appropriate funding credit statement and logos of NH DES shall appear on all materials intended for public distribution.