



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



36
JB

June 11, 2013

100% Federal

Sole Source

Her Excellency, Governor Margaret Wood Hassan
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, Bureau of Public Health Protection, Climate Change and Public Health Program, to enter into a **sole source** agreement with the United States Geological Survey, New Hampshire and Vermont Office, (Vendor # 175772-P001), New England Water Science Center, 331 Commerce Way, Pembroke, New Hampshire 03275, in an amount not to exceed \$50,000.00, to provide data and tools that map specific climate change watershed impact statewide effective date of Governor and Council approval through March 31, 2014.

Funds to support this request are anticipated to be available in the following accounts in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-901510-7936, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CLIMATE CHANGE AND PUBLIC HEALTH PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Program Services	90007936	\$50,000.00
			Total	\$50,000.00

EXPLANATION

This **sole source** request is being made because the United States Geological Survey, a federal agency within the US Department of the Interior, has unique qualifications and scientific expertise on the health of our ecosystems and environment. The contractor's previous publications and experience with climate watershed modeling as well as access to resources, including expert scientists and climate related information make it ideally suited to provide map specific climate change watershed impact statewide. The United States Geological Survey will provide a climate change hydrologic model of large-scale watershed (hydrologic) vulnerability of surface and groundwater systems in New Hampshire. It will develop a predictive tool in a web-based report

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format that can be utilized by partners in the planning process for the development of a Climate Change and Public Health Impact mitigation plan and will conduct a vulnerability assessment that will focus on the Merrimack and Piscataqua River basins of New Hampshire. These basins contain the most populated regions of the State of New Hampshire, 1.12 million of the 1.32 million residents (Census, 2011).

According to the National Climate Assessment (March, 2013), climate change is expected to have an impact on health, particularly for the most vulnerable populations, including low-income, those with chronic illnesses (such as asthma), and the very young and old. Climate change will influence human health in many ways; some existing health threats will intensify, and new health threats will emerge. Some of the key drivers of health impacts include: increasingly frequent and intense extreme heat, which causes heat-related illnesses and deaths and over time, worsens drought and wildfire risks, and intensifies air pollution; increasingly frequent extreme precipitation and associated flooding that can lead to injuries and increases in marine and freshwater-borne disease; and rising sea levels that intensify coastal flooding and storm surge. Certain groups of people are more vulnerable to the range of climate change-related health impacts, including the elderly, children, the poor, and the sick. Others are vulnerable because of where they live, including those in floodplains, coastal zones, and some urban areas. Just as some choices can make us more vulnerable, other choices can make us more resilient. Maintaining a robust and prepared public health infrastructure will be critical to managing the potential health impacts of climate change. New Hampshire has completed a statewide *Climate Change Adaptation Needs Assessment*, and using the results, completed a *Climate Change and Public Health Strategic Plan* (through a *Climate Change Adaptation Capacity Building* grant from ASTHO in 2009) to systematically prioritize and address the identified State Public Health System needs.

Should Governor and Council not authorize this Request, the ability of our state to proceed with the planning process will be compromised, with a potential impact on health of people most vulnerable to extreme climate events due to lack of effective readiness planning.

This is an initial agreement with this contractor for these services.

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

1. Complete a hydrologic vulnerability assessment for the Merrimack and Piscataqua River basins of New Hampshire by December 31, 2013.
2. Assessment of up to four additional areas of the state watersheds will follow based upon planning and collaboration with the Division of Public Health Services by February 28, 2014.
3. A predictive climate change hydrologic model Climate Change Hydrologic Model tool using the information gathered in items 1-2 above will be provided to the Division of Public Health Services in a web-based report format that can be utilized by partners in the planning process by March 31, 2014.

Area served: Statewide

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

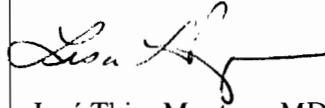
June 11, 2013

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Source of Funds is 100% Federal Funds from the Centers for Disease Control and Prevention, National Center for Environmental Health.

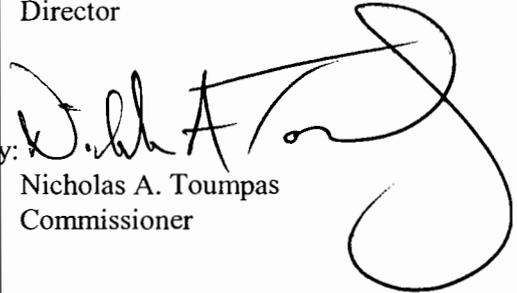
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MD/js

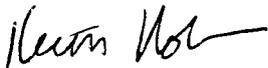
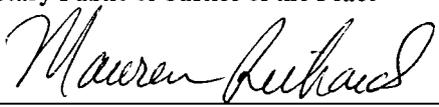
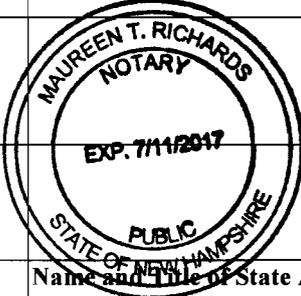
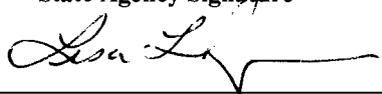
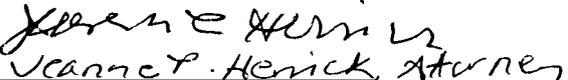
Subject: Watershed Vulnerability to Climate Change in New Hampshire

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name United States Geological Survey, New Hampshire and Vermont Office		1.4 Contractor Address New England Water Science Center 331 Commerce Way Pembroke, NH 03275	
1.5 Contractor Phone Number 603-226-7810	1.6 Account Number 05-95-90-901510-7936-102-500731	1.7 Completion Date March 31, 2014	1.8 Price Limitation \$50,000.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Keith Robinson, Director New England Water Science Center	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>7/11/13</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 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Maureen T Richards Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the NH. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>17 Jul. 2013</u> Jeanne P. Herick, Attorney			
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.

Contractor Initials: WH
Date: 7/11/13

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

Contractor Initials: KR
Date: 7/18/13

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.

NH Department of Health and Human Services

Exhibit A

Scope of Services

Watershed Vulnerability to Climate Change in New Hampshire

CONTRACT PERIOD: Date of G&C approval through March 31, 2014

CONTRACTOR NAME: United States Geological Survey, New Hampshire and Vermont Office

ADDRESS: New England Water Science Center
331 Commerce Way, Pembroke, NH 03275

Director: Keith W. Robinson

TELEPHONE: (603) 226-7810

The Contractor shall:

The Contractor shall complete a study of watershed vulnerability to climate change in New Hampshire as specified below.

I. General Provisions

A. Eligibility and Income Determination for Services

N/A

B. Numbers Served

The study by the United States Geological Survey, New Hampshire and Vermont Office (USGS) will review climate related watershed (hydrologic) impact for the state, with a particular focus on the areas likely to be most impacted. The vulnerability assessment will focus on the Merrimack and Piscataqua River basins of New Hampshire. These basins contain the most populated regions of the state – 1.12 million of the 1.32 million for the state (Census, 2011). The information will be used to inform a climate and public health impact adaptation planning process for areas and populations identified as most vulnerable. An estimate of numbers impacted will be available in future planning steps (not part of this contract).

C. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws.

D. Relevant Policies and Guidelines

The study by the USGS will consider the steps outlined in the Centers for Disease Control and Prevention (CDC) Building Resilience Against Climate Effects (BRACE) model guidance as it will be used as one of the building blocks in the BRACE model to adaptation plan development and mitigation against climate change related impacts on public health. Consideration of existing planning efforts within New Hampshire as well as the National Climate Assessment is expected.

E. Publications Funded Under Contract

1. Publications produced by the Department of Health and Human Services (DHHS) and/or its funders as a result of this agreement will share COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from the Department of Public Health Services (DPHS) before printing, production, distribution, or use.
3. The Contractor shall credit the CDC, National Center for Environmental Health and the NH DPHS as the cooperators on all materials produced under this contract following the instructions outlined in Exhibit C, 14.1.

F. Subcontractors

If services required to comply with this exhibit are provided by a subcontracted organization or agency, the DPHS must be notified in writing prior to initiation of the subcontract. Hiring of staff for the project will be subject to the approval of the DPHS. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

II. Minimal Standards of Core Services

A. Service Requirements

All components and activities carried out by the Contractor shall be in cooperation with, and with the approval of, the DPHS.

1. Watershed Vulnerability to Climate Change in New Hampshire:

The Contractor shall:

1. The overall project deliverable is to provide a climate change hydrologic model (CCHM) of large-scale watershed (hydrologic) vulnerability of surface and groundwater systems in New Hampshire to potential climate change by March 31, 2014. Components of this deliverable include the following:
 - a) Complete a hydrologic vulnerability assessment for the Merrimack and Piscataqua River basins of New Hampshire by December 31, 2013. The initial assessment will utilize monthly water balance models that incorporate several climate scenarios. "Water balance" aggregates flows from spatially generated catchments created by the National Hydrography Dataset (NHDplus) geospatial fabric.
 - b) Complete a more detailed hydrologic vulnerability assessment of up to four additional areas of the state watersheds will follow based upon planning and collaboration with DPHS by February 28, 2014. The additional assessments will include simulation of up to four watersheds and climate scenarios using the USGS Precipitation-Runoff Modeling System (PRMS).
 - c) Complete a predictive CCHM tool using the information gathered in the items above will be provided to DPHS in a format that can be utilized by partners in the planning process (i.e. web-based report) by March 31, 2014. The CCHM will predict the consequence of several climate change scenarios on the stream flow runoff and groundwater storage for daily flood and seasonal drought conditions. The CCHM will utilize precipitation and temperature conditions predicted by Global Climate Models (GCM) (Intergovernmental Panel on Climate Change, 2007) in increments of 10 years out to a 50-year period.

- d) Provide at least two presentations to the DPHS and to planning partners to review and explain the CCHM tool and findings by March 31, 2014.

The DPHS shall:

- Coordinate, in partnership with the Contractor, review and final approval of the CCHM tool.
- Collaborate with the contractor on the distribution and utilization of the CCHM tool.
- Meet monthly with the contractor to review current status of the project and to assure coordination of direction for the study.
- Coordinate meetings with partners for the purpose of utilizing the information available from the CCHM to inform the BRACE planning process.

B. Staffing Provisions

1. New Hires

The Contractor shall notify the DPHS in writing within two weeks of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

2. Vacancies

The Contractor must notify the DPHS in writing if at any time the Contractor does not have adequate staffing to perform all required services.

C. Coordination of Services

1. The Contractor and the DPHS shall assure the ongoing communication and transfer of information from the DPHS to the Contractor and from the Contractor to the DPHS, as deemed necessary by the DPHS. The Contractor will provide quarterly (every 90 days) status reports in writing.
2. The DPHS may require additional information in order to satisfy reporting requirements or as required by the CDC.

III Quality or Performance Improvement (QI/PI)

A. Workplans

1. Performance Workplans are used to monitor achievement of standard measures of performance of the services provided under this contract. The workplans are a key component of the DPHS performance-based contracting system and of this contract.
2. The Contractor shall incorporate required and developmental performance measures, defined by the DPHS, into the agency's QI/PI plan (Titled: Hydrologic Vulnerability to Climate Change in New Hampshire). Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets as noted in this Scope of Services.
3. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by the DPHS. The DPHS will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

1. In addition to Performance Workplans, the Contractor shall submit to the DPHS the following data used to monitor program performance:

2. Workplans and Workplan Outcome reports according to the schedule and instructions provided by the DPHS. The DPHS shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
3. The Sources of Revenue Form must be submitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. An annual summary of evaluation results obtained during the contract year and of the method by which the results were obtained must be submitted with final annual Workplan Outcome/Progress report.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the DPHS to periodically review the Contractor's systems of governance, administration, data collection and submission, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the DPHS. DPHS is solely authorized to determine or waive on-site reviews.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Watershed Vulnerability to Climate Change in New Hampshire

CONTRACT PERIOD: Date of G&C approval through March 31, 2014

CONTRACTOR NAME: United States Geological Survey New Hampshire and Vermont
Office

ADDRESS: New England Water Science Center
331 Commerce Way
Pembroke, NH 03275

Director: Keith W. Robinson

TELEPHONE: (603) 226-7810

Vendor #175772

Job #90007936

Appropriation #05-95-90-901510-7936-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$50,000.00 for completing a watershed vulnerability CCHM funded from 100% federal funds from the Centers for Disease Control and Prevention (CDC), National Center for Environmental Health (CFDA# 93.070) Environmental Public Health and Emergency Response.

TOTAL: \$50,000.00

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made quarterly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the quarter during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for

Standard Exhibits A – J

Page 5 of 24

Contractor Initials: WR

Date: 7/11/13

that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **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.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **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.
7. **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.
8. **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:

- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 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.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. 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:

9.1 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, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within nine months 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.

10.1 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.

10.2 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.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected 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 directed 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 prohibited except on written consent of the recipient, his attorney or guardian.

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.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. 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:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole 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.

15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the

term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. Insurance: Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. These amounts may NOT be modified.

- (1) The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.

- (2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Subparagraphs 14 and 15 of the General Provisions:

Because the contractor is a federal agency, the state accepts the letter provided by the Department of Interior as demonstration of compliance with insurance and worker's compensation requirements set forth in subparagraphs 14 and 15 of the General Provisions of this contract.

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18. 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.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.

SPECIAL PROVISIONS – 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.

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: Whenever 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 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.

Contractor Initials: WA
Date: 7/16/13

NH Department of Health and Human Services

Standard Exhibit D

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 to 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 5151-51-5160 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 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 certification 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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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.

United States Geological Survey, New Hampshire and Vermont Office

Contractor Name

From: Date of G&C Approval To: 3/31/14

Period Covered by this Certification

Keith W. Robinson, Director

Name and Title of Authorized Contractor Representative


Contractor Representative Signature

7/11/13
Date

Standard Exhibits A – J

NH Department of Health and Human Services

Standard Exhibit D-1

ADDITIONAL CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

The Department of Health and Human Services has reviewed the United States Department of the Interior Personnel Bulletin No: 12-10, http://www.doi.gov/ibc/services/hr/upload/Personnel_Bulletin_12_10.pdf, which sets forth Drug Free and Alcohol Free Workplace and Drug Testing Procedures. Those procedures meet or exceed the requirements set forth in Exhibit D, Certification Regarding Drug Free Workplace Requirements, and as a result the Department will accept adherence to the procedures set forth in Bulletin No: 12-10 as demonstration of compliance with the policy.

NH Department of Health and Human Services

Standard Exhibit E

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):

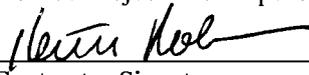
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: Date of G&C Approval through 3/31/14

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	Director
Contractor Signature	Contractor's Representative Title

United States Geological Survey, New Hampshire and Vermont Office	Date <u>7/11/13</u>
Contractor Name	Date

NH Department of Health and Human Services

Standard Exhibit F

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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "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 Non-procurement 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 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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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 1 b of this certification; and
 - d. 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.
2. 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

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:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) 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).

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.

	Director
Contractor Signature	Contractor's Representative Title
<u>United States Geological Survey, New Hampshire and Vermont Office</u>	7/11/13
Contractor Name	Date

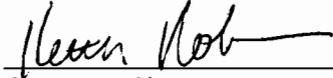
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Contractor Signature

Director

Contractor's Representative Title

United States Geological Survey, New Hampshire and Vermont Office
Contractor Name

7/11/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

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 Signature

Director
Contractor's Representative Title

United States Geological Survey, New Hampshire
and Vermont Office

Contractor Name

7/11/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Contractor Initials: UM
Date: 7/11/13

NH Department of Health and Human Services

STANDARD EXHIBIT J
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.

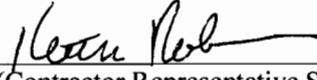
In accordance with 2 CFR Part 170 (Reporting Sub-award and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Sub-award 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 Representative Signature)

Keith W. Robinson, Director

(Authorized Contractor Representative Name & Title)

United States Geological Survey, New Hampshire and Vermont Office

(Contractor Name)

7/11/13

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 048601645

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Page 1 of 2
Customer #: 6000000093
Agreement #: 13ENNH00000026
Project #: LH00F9V00
TIN #: 02-6000618
Fixed Cost Agreement Yes No

**FOR
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 1st day of July, 2013, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the State of New Hampshire, Department of Health and Human Services, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the study, Hydrologic Vulnerability to Climate Change in New Hampshire, FY-2013, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$.

(a) \$30,000.00 by the party of the first part during the period
July 1, 2013 to June 30, 2014

(b) \$50,000.00 by the party of the second part during the period
July 1, 2013 to June 30, 2014

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 600000093
Agreement #: 13ENNH00000026
Project #: LH00F9V00
TIN #: 02-6000618

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered Quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

State of New Hampshire
Department of Health and Human Services

USGS Point of Contact

Customer Point of Contact

Name: Joseph Ayotte
Address: New England Water Science Center
NH-VT Office
331 Commerce Way, Suite 2
Telephone: (603) 226-7810
Email: jayotte@usgs.gov

Name: Matthew Cahillane
Address: Bureau of Public Health Protection
Division of Public Health Services
29 Hazen Drive
Telephone: (603) 271-4072
Email: mcahilla@dohhs.state.nh.us

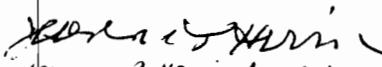
Signatures

Signatures

By  Date 7/11/13
Name: Keith W. Robinson
Title: Director, New England Water Science Center

By  Date 7/11/13
Name: Jose Teir Montero, MD
Title: Director, Division of Public Health Services

By _____ Date _____
Name:
Title:


By Jeanne P. Herrick, Atty. Date 7/17/13
Name: Reviewed and Approved as to form and content
Title: Department of Justice, Attorney General

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New England Water Science Center
New Hampshire - Vermont Office
331 Commerce Way, Suite 2
Pembroke, NH 03275
(603) 226-7807

CERTIFICATE OF AUTHORITY

I, Keith Robinson of the US Geologic Survey, do hereby certify that:

1. I am the duly appointed Director of the USGS New England Water Science Center;
2. I was appointed to the post of Director on the following date 11/1/2005 with the authorization to make and sign agreements. The Director has the authority to enter into any and all agreements, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.
3. IN WITNESS WHEREOF, I have hereunto set my hand as the Director of this agency this 15th day of July, 2013.



Keith Robinson, Director

STATE OF NH

COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 15th day of July, 2013 by Keith Robinson.



Notary Public
My Commission Expires: 11-14-2014



United States Department of the Interior

U. S. GEOLOGICAL SURVEY
New England Water Science Center
New Hampshire - Vermont Water Office
331 Commerce Way, Suite 2
Pembroke, New Hampshire 03275

July 8, 2013

Elizabeth Biron
Contract Specialist
Contracts and Procurement Unit
State of NH, DHHS
129 Pleasant Street
Concord, NH 03301

Dear Ms. Biron:

This letter addresses the issue of the United States government being self-insured, meaning that the United States government does not carry insurance. Information provided by the US Department of Interior Regional Solicitors Office follows:

For a discussion of the policy of government self-insurance, refer to several opinions of the Comptroller General: Wrap-Up Insurance for the Capitol Visitor Center; B-290162 (October 22, 2002), citing 21 Comp. Gen. 928, 929 (1942); Matter of: Claims for Reimbursement for Extra Collision Insurance for Rental Vehicles, B-256669 (August 31, 1994).

Also, two GAO reports: B-202656 (March 30, 1981) and B-168106 (April 14, 1972) describe the state of self-insurance. These reports are available from the GAO's website <http://www.gao.gov>.

In a discussion of the Federal Tort Claims Act (FTCA), the website <http://www.house.gov/content/vendors/leases/tort.php> states the following:

The federal government acts as a self-insurer, and recognizes liability for the negligent or wrongful acts or omissions of its employees acting within the scope of their official duties. The United States is liable to the same extent an individual would be in like circumstances. The statute substitutes the United States as the defendant in such a suit and the United States—not the individual employee—bears any resulting liability.

I trust this letter provides the information you need for determining self-insurance of the United States government. Feel free to contact me at kwrobins@usgs.gov if you need further information on this topic.

Sincerely,

Keith Robinson,
Director, New England Water Science Center



United States Department of the Interior

OFFICE OF THE SOLICITOR
One Gateway Center-Suite 612
Newton, MA 02458-2881

TEL: (617) 527-3400
FAX: (617) 527-6848

July 9, 2013

Ms. Elizabeth Biron
Contract Specialist
Contracts and Procurement Unit
State of New Hampshire, DHHS
129 Pleasant St.
Concord NH 03301

Re: The United States as a self-insured entity

Dear Ms. Biron;

I understand from the USGS that they are planning on entering into a cooperative joint funding agreement with the State of New Hampshire, and that you have raised a question concerning the self-insured status of the USGS. As a general matter the United States self-insures in almost all situations. There are two basic reasons for this. The purpose of insurance is two-fold: to spread risk and to ensure that funds are available to pay damages. The United States has both a greater ability to absorb risk and a greater ability to pay than any commercial insurer. This is so because the United States spreads risk across the entire national tax base, and is the issuer of the national currency; it cannot "go bankrupt" in the way an insurer could. This policy of self-insurance is long standing, and is discussed ably by the Comptroller General in many reports on particular matters. See, e.g. *Wrap-Up Insurance for the Capitol Visitor Center*, B-290162 (October 22, 2002), citing 21 Comp. Gen. 928, 929 (1942); *Matter of: Claims for Reimbursement for Extra Collision Insurance for Rental Vehicles*, B-256669 (August 31, 1994). The GAO has also issued several reports that discuss the policy. See e.g. B-202656 (March 30, 1981); B-168106 (April 14, 1972).

I trust that this answers your questions concerning the self-insured status of the United States. If you have any further questions please don't hesitate to contact me at the above phone number or address.

Yours Sincerely

Andrew Tittler
Acting Assistant Regional Solicitor

Cc: Joseph Ayotte, USGS



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New England Water Science Center
New Hampshire - Vermont Office
331 Commerce Way, Suite 2
Pembroke, NH 03275
(603) 226-7807

The Mission of the USGS is to serve the Nation by providing reliable scientific information to describe and understand the Earth;
minimize loss of life and property from natural disasters;
manage water, biological, energy, and mineral resources; and
enhance and protect our quality of life.



Acting Director , Suzette Kimball 703-648-7412 suzette_kimball@usgs.gov

Acting Deputy Director , William Werkheiser 703-648-4557 whwerkhe@usgs.gov

Associate Deputy Director, Pamela Haverland 703-648-6111 phaverland@usgs.gov

Chief of Staff, Judy Nowakowski 703-648-4411 jnowakowski@usgs.gov

Director – Office of Diversity and Equal Opportunity, Alesia Pierre-Louis 703-648-7760
apierre-louis@usgs.gov

Director – Office of International Programs, Vic Labson, 703-648-6012
vlabson@usgs.gov

Director – Office of Science Quality and Integrity, Alan Thornhill 703-648-6601
athornhill@usgs.gov

Associate Director – Office of Budget, Planning, and Integration, Carla Burzyk 703-648-4443 cburzyk@usgs.gov

Associate Director – Communications and Publishing, Barbara Wainman 703-648-5750
bwainman@usgs.gov

Associate Director – Ecosystems, Anne Kinsinger 703-648-4051 akinsinger@usgs.gov

Associate Director – Climate and Land-Use Change, Matt Larsen 703-648-5215
mclarsen@usgs.gov

Associate Director – Natural Hazards, David Applegate 703-648-6600
applegate@usgs.gov

Acting Associate Director – Water, Jerad Bales 703-648-5044 jdbales@usgs.gov

Associate Director – Energy and Minerals, and Environmental Health, Ione Taylor 703-648-6403 itaylor@usgs.gov

Associate Director – Core Science Systems, Kevin Gallagher 703-648-5747
kgallagher@usgs.gov

Associate Director – Administration and Enterprise Information, Diane Wade 703-648-7200 dwade@usgs.gov

Associate Director – Human Capital, Diane Wade (Acting) 703-648-7200
dwade@usgs.gov

Regional Director – Southeast, Jess Weaver 678-924-6609 jdweaver@usgs.gov

Regional Director – Northeast, Dave Russ, 703-648-6660 druss@usgs.gov

Regional Director – Midwest, Leon Carl 734-214-7207 lcarl@usgs.gov

Regional Director – Alaska, Leslie Holland-Bartels 907-786-7055 lholland-bartels@usgs.gov

Regional Director – Southwest, Randall Updike 303-236-5440 updike@usgs.gov

Regional Director – Northwest, Max Ethridge 206-220-4600 methridge@usgs.gov

Regional Director – Pacific, Mark Sogge 619-666-0638 mark_sogge@usgs.gov

State Director – New Hampshire & Vermont Office, Keith Robinson 603-226-7810 kwrobins@usgs.gov

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name: US Geological Survey

Name of Bureau/Section: Division of Public Health Services, Bureau of Public Health Protection, Climate Change and Public Health Program, Building Resilience Against Climate Effects in State Health Departments

BUDGET PERIOD:	SFY 2014	July 1, 2013 - March 31, 2013	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Joseph Ayotte, Supervisory Hydrologist	\$113,301	0.00%	\$0.00
David Bjerklie, Lead Hydrologist	\$112,898	43.95%	\$49,617.89
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$49,617.89

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

JOSEPH D. AYOTTE

Abbreviated Curriculum Vitae

EDUCATION

University of New Hampshire at Durham, B.S. Hydrology, 1987

CERTIFICATIONS AND SOCIETIES

Professional Geologist, State of New Hampshire, License no. 71
Member, New Hampshire Geological Society

AWARDS

2010 U.S. Environmental Protection Agency, **Environmental Merit Award**
2003 Department of Interior, **Superior Service Award**
2003 **Shoemaker Award** for Excellence in Communication

PROFESSIONAL EXPERIENCE

2011 to present, Supervisory Hydrologist, USGS New England Water Science Center, NH-VT Office, Chief of the Ground Water Investigations & Research Section.

2010 to present, Co-lead, NAWQA Program, **Principal Aquifer Synthesis Team** – *Water quality of the Glacial Aquifer* (co-author for Circular).

2010 to present, NAWQA Program, **Trends Team**, *Temporal Variability of Arsenic in the United States* (lead author for draft journal article) and *Are concentrations of MTBE decreasing in groundwater in the U.S.*

2010 to 2011, National Water-Quality Assessment Program, **Transport of Anthropogenic and Natural Contaminants Team**, *Effects of human perturbation of the ground water flow system on natural contaminants in water supply wells.*

2006 to 2011, National Water-Quality Assessment Program, **Trace Element National Synthesis**, *Occurrence of Trace Elements in the United States.*

2006 to 2009, NAWQA **Glacial Principal Aquifer**, *Uranium and radon in the glacial aquifer of the United States* (lead author for principal aquifer synthesis Scientific Investigations Report)

2004 to 2008, Project lead, New Hampshire-statewide MTBE study—a Cooperative Water Program study to assess the occurrence of MTBE in groundwater across the State of New Hampshire.

2002 to 2008, Project lead, National Institutes of Health, National Cancer Institute water component of the New England Bladder Cancer study—a study to sample well water at private wells for exposure assessment and to predict the probability of arsenic in bedrock groundwater in New England.

1995 to 2002, Groundwater specialist, New England Coastal Basins NAWQA, where I designed network studies to investigate the water quality of glacial and crystalline bedrock aquifers in eastern New England.

1992 to 1995, Project chief, Vermont Bridge Scour Project—a 4-yr program to model flood flows and compute scour at 400 bridges in Vermont).

1987 to 1992, Project chief for two large glacial aquifer mapping and characterization studies in New Hampshire.

SCIENTIFIC MEETING AND SESSIONS CHAIRED

- 2002 Arsenic in New England: A Multidisciplinary Scientific Conference, May, 2002, Manchester, New Hampshire, **Conference Co-Chair**
- 2007 Geological Society of America Annual Meeting, **Session Chair**, *Contaminants in Groundwater-Surface Water Systems: Sources, Pathways, and Toxicities I*
- 2009 Geological Society of America—Northeastern Section, **Session Chair**, *From Road Salt to Arsenic and Other Environmental Contaminants in Hydrologic Systems I*
- 2011, 2009, 2007 Northeast Private Well Symposium, **Organizing Committee & Session Chair**
- 2012 Modeling arsenic exposure from well water, Halifax, Canada, **Meeting Co-Chair**
- 2013 Geological Society of America—Northeastern Section, **Session Chair**, *Naturally Occurring Contaminants in Groundwater Used for Water Supply (March 2013)*

REVIEWER FOR

- Environmental Science and Technology, Applied Geochemistry

SELECTED MEDIA CONTACT

- New York Times, May 8, 2003, Andrew Revkin, *Arsenic risk in N.E. well water*.
<http://www.nytimes.com/2003/05/08/us/study-outlines-arsenic-risk-in-some-new-england-well-water.html>
- Boston Globe, Jan 19, 2005, Beth Daley, *Public wells testing high for arsenic*.
http://www.boston.com/yourlife/health/other/articles/2005/01/19/concern_mounts_over_arsenic_in_wells/?page=full
- NIEHS SRP video, 2010 “*In Small Doses: Arsenic*” (YouTube, WGBH Boston)
http://www.boston.com/lifestyle/green/greenblog/2010/02/by_beth_daley_its.html
- Environmental Health News, Oct 11, 2011, Marla Cone, *It's elemental*
<http://www.environmentalhealthnews.org/ehs/news/2011/its-elemental-many-private-wells-are-contaminated>

PUBLICATIONS (click here: <http://scholar.google.com/citations?user=jmURu0wAAAAJ&hl=en>)

David Michael Bjerklie, Ph.D.
U.S. Geological Survey New England District
Connecticut Water Science Center

██████████
██████████
860-291-6770

Email: dmbjerkl@usgs.gov

Education:

- 1998-2004 Ph.D. in Earth Science, University of New Hampshire, Durham. Thesis: "Development of Hydraulic Relationships for Estimating In-Bank River Discharge Using Remotely Sensed Data."
- 1983-1987 MS Civil Engineering, University of Alaska, Fairbanks. Thesis: "The Effect of Glacial Runoff and Stream Flow Hydrograph Characteristics."
- 1978-1980 MS Hydrology, University of New Hampshire, Durham. Thesis: "The Use of Dissolved Organic Carbon (DOC) as an Indicator of Ground Water Contamination"
- 1973-1977 BS Marine Biology, University of Maine, Orono.

Professional Experience:

2000-current Hydrologist, U.S. Geological Survey Water Resources Division, East Hartford, CT. Currently lead hydrologist on the Connecticut River Watershed modeling project and investigations into the potential effects of groundwater level rise due to projected sea level on coastal aquifers in the New Haven area and specifically beneath the campus of Yale University. Developed a one dimensional model to estimate maximum tide heights in estuaries along the coast of Connecticut. Principal investigator for joint USGS/NASA grants to evaluate the use of satellite imagery, radar and lidar altimetry to estimate in-bank river geometry and discharge from space. Conducted community based watershed modeling to estimate potential changes to groundwater recharge and streamflow due to changes in land-use and climate change. Conducted river hydraulic modeling and floodplain delineation for numerous rivers in Connecticut for the Federal Emergency Management Agency (FEMA). Other projects included evaluation and development of hydraulic methods to estimate discharge in rivers from remotely sensed data, and development of a priori watershed runoff model parameterization.

1987-1998 Consulting hydrologist and hydrologic engineer, Dames & Moore, Seattle WA. Conducted and managed a wide range of hydrologic, hydrogeologic and hydraulic studies for numerous private and public clients.

1983-1986 Research Assistant, University of Alaska. Conducted studies of the impact of placer mining and subsequent increased sedimentation on stream hydrology. Developed a statistical technique to predict monthly hydrographs from glacierized basins.

1983-1986 Hydrologic Consultant, Alaska Arctic Hydrologic Consultants, R and M Engineers. Evaluated and designed drainage and sediment pond structures for coal mining facilities. Collected hydrologic data as part of environmental studies associated with the Susitna Hydroelectric project.

1981 Hydrologist/Planner, Androscoggin Valley Regional Planning Commission, Maine. Conducted water resource evaluations concerning ground-water and surface-water supply. Conducted evaluations of ground-water and surface-water contamination from landfills and other land uses for numerous small communities.

Publications :

David M. Bjerklie, Kevin O'Brien, and Ron Rozsa, 2013, A One-Dimensional Diffusion Analogy Model for Estimation of Tidal Inundation Levels in Selected Diked and Drained Tidal Marshes, USGS SIR 2013-5076.

Charles J. Vörösmarty, Lelys Bravo de Guenni, Wilfred M. Wollheim, Brian Pellerin, David Bjerklie, Manuel Cardoso, Cassiano D'Almeida, Pamela Green, and Lilybeth Colon, 2013, A Continental-scale Assessment for South America, *Philosophical Transactions of the Royal Society*.

Bjerklie, D.M., Mullaney, J.R., Stone, J.R., Skinner, B.J., and Ramlow, M.A., 2012, Preliminary investigation of the effects of sea-level rise on groundwater levels in New Haven, Connecticut: U.S. Geological Survey Open-File Report 2012-1025, 46 p., at <http://pubs.usgs.gov/of/2012/1025/>.

Markstrom, S.L., Hay, L.E., Ward-Garrison, C.D., Risley, J.C., Battaglin, W.A., Bjerklie, D.M., Chase, K.J., Christiansen, D.E., Dudley, R.W., Hunt, R.J., Kocot, K.M., Mastin, M.C., Regan, R.S., Viger, R.J., Vining, K.C., and Walker, J.F., 2012, Integrated watershed-scale response to climate change for selected basins across the United States: U.S. Geological Survey Scientific Investigations Report 2011-5077, 143 p.

Bjerklie, D. M., Trombley, T. J., and Viger, R. J., 2011, Simulations of historical and future trends in snowfall and groundwater recharge for basins draining to Long Island Sound: *Earth Interactions*, v. 15, no. 34, 35 p..

Ahearn, Elizabeth A., and David M. Bjerklie, 2010, Connecticut Highlands Technical Report – Documentation of the Regional Rainfall-Runoff Model, USGS Open-file Report 2010-1187.

Carlson, C.S., Mondazzi, R.A., Bjerklie, D.M., and Brown, C.J., 2010, Hydrogeology and Numerical Simulation of the Unconsolidated Glacial Aquifer in the Pootatuck River Basin, Newtown, Connecticut, U. S. Geological Survey Scientific Investigations Report 2010-5142, 84 p.

Bjerklie, David M., J. Jeffrey Starn, and Claudia Tamayo, 2010, Estimation of the Effects of Land-use and Groundwater Withdrawals on Ground-water Recharge and Streamflow Using the Precipitation Runoff Modeling System (PRMS) Watershed Model and the Modular Ground-water Flow Model (MODFLOW) for the Pomperaug River, Connecticut, USGS Scientific Investigations Report 2010-5114.

Bjerklie, D.M. 2007. "Estimating the bankfull velocity and discharge for rivers using remotely sensed river morphology information", *Journal of Hydrology* 341: 144-155.

Dingman, S.L. and D.M. Bjerklie, 2006. "Hydrological Application of Remote Sensing: Surface Fluxes and other Derived Variables-River Discharge", *Encyclopedia of Hydrological Sciences*. John Wiley and Sons.

Bjerklie, D.M., S.L. Dingman, and C.H. Bolster, 2005. "Comparison of constitutive flow resistance equations based on the Manning and Chezy equations applied to natural rivers", *Water Resources Research*, vol. 41 W11502.

Bjerklie, D.M., D. Moller, L.C. Smith and S.L. Dingman, 2005. "Estimating discharge in rivers using remotely sensed hydraulic information", *Journal of Hydrology*, vol. 309 pp. 191-209.

Bjerklie, D.M., S. Lawrence Dingman, Charles J. Vorosmarty, Carl H. Bolster and Russell G. Congalton, 2003. "Evaluating the potential for measuring river discharge from space", *Journal of Hydrology*, vol. 278 no. 1-4 pp. 17-38.

Bjerklie, D.M. and R.C. Carlson. 1988, "Modeling of Average Monthly Stream flow from Glacierized Basins in Alaska" *International Proceedings Permafrost Conference, 1988*, Trondheim, Norway

Bjerklie, D.M. and R.C. Carlson. 1986, "Estimation of Glacier Melt Water Hydrographs" in Kane, D.L. *Proceedings: Cold Region Hydrology American Water Resources Association*. 1986 pp 345-352.

LaPerriere, J.D, S.M. Wagener, and D.M. Bjerklie. 1985, "Gold Mining Effects of Heavy Metals in Streams, Circle Quadrangle" *Water Resources Bulletin*. 21(2) April 1985 pp 245-251.

LaPerriere, J.D., D.M. Bjerklie, R.C. Summers, E. Van Nieuwenhuys, S.M. Wagener and J.B. Reynolds., 1983, "Effects of Gold Placer Mining on Interior Alaskan Stream Ecosystems." *Proceedings of First Annual Meeting of the Alaska Chapter of the American Water Resources Association* Nov 10-11, 1983. Fairbanks, Alaska.

Presentations and Contributions

Participant, National Earth Observations workshop, for Office of Strategic Planning, March 2012.

Participant NASA proposal review panel, 2007, 2008, 2009.

Dec 10, 2009. American Geophysical Union, San Francisco, CA Poster: "Application of Satellite Based Imagery and Lidar Altimetry to Estimation of River Hydraulics and Remote Estimation of River Discharge" with Charon Birkett, Michelle Hofton, Ralph Dubayah, and Yuanjie Li, University of Maryland.

July 28, 2002-Aug 1, 2002. Environmental and Water Resources Institute of the American Society of Civil Engineers and the International Association of Hydraulic Engineering and Research, Estes Park, CO "An Approach to Estimating River Discharge from Space" with S.L. Dingman, C.J. Vorosmarty, R.G. Congalton, and C.H. Bolster. Proceedings: Hydraulic Measurements and Experimental Methods Conference.

Dec 4, 2002. American Geophysical Union, San Francisco, CA. Poster: "What is the Constitutive Equation for One-Dimensional Open-Channel Flow?" with S.L. Dingman, C.H. Bolster and P.O. Clarren

May 30, 2000-June 3, 2000. American Geophysical Union, Washington, D.C. "Development of Space-Based Techniques for Measuring River Discharge" with S.L. Dingman and R.G. Congalton.

2000-current. Participant in the NASA working group "River and Wetland Processes" (Formerly-Future Space-Based Hydrology Mission.)

Teaching Experience

2004 – 2007. Adjunct professor Environmental Science Program, Sacred Heart University, Fairfield, Connecticut. Courses taught include Environmental Hydrology, Water and Wastewater Management, Introduction to Environmental Science, and Environmental Seminar.

2002. Demonstration of forces in flowing water and its ability to move sediment, Westport High School,

2000. Field demonstrations in stream velocity distribution in small creek, Western Connecticut State University. Guest speaker invertebrate biology class

1989 – 1990. Tutor for area youth at risk, Seattle WA, Central Area Youth Association.

1985. Fluid Mechanics laboratory assistant, University of Alaska. Set up and taught laboratory class, graded laboratory papers

Synergistic Activities:

- Subject matter expert (SMA) for the National Earth Observation (NEO) Portfolio, Office of Strategic Technical Planning, Sub-area Water Resources, Spring 2012.
- Participant in the NASA working group "River and Wetland Processes" (Formerly-Future Space-Based Hydrology Mission.)
- Participant, NASA proposal review panel for the Land Surface Hydrology Program.

Collaborators and Other Affiliations: S.L. Dingman (UNH), C.J. Vorosmarty (UNH), Balazs Fekete (UNH), Charon Birkett (UMD), C.H. Bolster (USDA),. Affiliation: American Geophysical Union (AGU), American Society of Civil Engineers (ASCE).

Professional Affiliations

American Geophysical Union (current)
Engineer in Training, Alaska, 1985
Sigma Xi, academic fraternity, 1980

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: US Geological Survey

Budget Request for: Watershed Vulnerability to Climate Change in New Hampshire

Budget Period: Date of G&C Approval - March 31, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 34,427.13	\$ 15,182.36	\$ 49,609.49	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 244.00	\$ 107.60	\$ 351.60	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 27.00	\$ 11.91	\$ 38.91	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 34,698.13	\$ 15,301.87	\$ 50,000.00	

The indirect rate of 44.1% is based on indirect fixed costs for office facilities, office common services, and bureau costs.

Indirect As A Percent of Direct 44.1%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds) \$ -
 Reconciliation - (this line must be equal to or greater than \$0) \$ (50,000.00)