

32 mac

PA



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-6896 1-800-852-3345 Ext. 6896
Fax: 603-271-8705 TDD Access: 1-800-735-2964



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

May 27, 2016

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, to amend a contract with University of New Hampshire, Purchase Order # 1040412, Vendor #177867-B046, Office of Sponsored Research, 51 College Road, Room 116, Durham, NH 03824-3546, to decrease the Price Limitation by (\$37,705.20) from \$180,000 to an amount not to exceed \$142,294.80 and decrease the Completion Date from August 31, 2016 to June 30, 2016, as the project to adopt tobacco free policies on the 23 campuses of the University System of New Hampshire and Community College System of New Hampshire will be implemented and complete earlier than anticipated, to be effective the date of Governor and Council approval, through June 30, 2016. This agreement was originally approved by Governor and Council on October 1, 2014, Item #9 and amended March 23, 2015 and on April 12, 2016 by Attorney General approval. 100% Federal funds.

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
SERVICES, TOBACCO PREVENTION AND CONTROL PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2015	102-500731	Contracts for Prog Svc	90018000	85,926.71	0.00	85,926.71
2016	102-500731	Contracts for Prog Svc	90018000	76,518.29	(\$20,150.20)	56,368.09
2017	102-500731	Contracts for Prog Svc	90018000	17,555.00	(\$17,555)	0.00
			Sub Total	\$180,000.00	(\$37,705.20)	\$142,294.80

EXPLANATION

The purpose of this amendment is to decrease the Price Limitation and Complete Date. The Contractor was able to complete all work as planned earlier than the original completion date. As of June 30, 2016, the Contractor will have completed, in its entirety, the project to adopt tobacco free policies on the 23 campuses of the University System of New Hampshire and Community College System of New Hampshire.

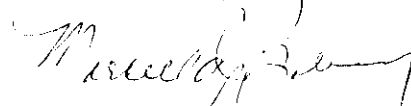
The outcome of this project lead to the successful adoption of tobacco free policies that promote healthy campus norms and optimal learning environments by eliminating tobacco use and exposure to secondhand and thirdhand smoke on the 23 college campuses of the University System of New Hampshire and the Community College System of New Hampshire.

The University of New Hampshire was selected for this project through a competitive bid process. The Bid Summary is attached.

Area served: statewide.

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention, Catalog of Federal Domestic Assistance #93.283, Federal Award Identification Number U58DP001979.

Respectfully submitted,



Marcella J. Bobinsky, MPH
Acting Director

Approved by:



Jeffrey A. Meyers
Commissioner

AMENDMENT #3 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Health and Human Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 10/1/14, item # 9 and amended and approved by the Attorney General's Office on 3/23/15 and again on 4/12/16, for the Project titled "Tobacco Prevention and Control Program Voluntary Adoption of Tobacco Free Policies on USNH College Campuses," Campus Project Director, Dianne Hall, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Revise Project End Date
Revise Project Period
Revise Exhibit A #3. Deliverable Schedule
Decrease Price Limitation

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

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of 8/31/16 with the revised Project End Date of 6/30/16, and Exhibit A, article B is revised to replace the Project Period of 10/1/14 – 8/31/16 with 10/1/14 – 6/30/16.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____ ," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to reduce funds in the amount of ~~\$(37,705.20)~~ and will read:

Total State funds in the amount of \$142,294.80 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. **2U58DP001979-06** from **Centers for Disease Control and Prevention** under CFDA# **93.283**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article _____ is amended in its entirety to read as follows:

Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:

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

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

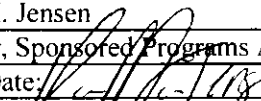
All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

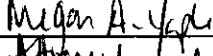
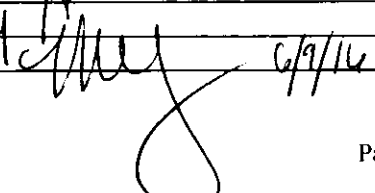
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #3** to the Cooperative Project Agreement.

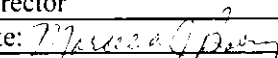
**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date:  5/25/16

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

Name: Megan A. York
Title: 
Signature and Date:  6/9/16

**By An Authorized Official of:
Department of Health and Human Svcs**

Name: Marcella J. Bobinsky, MPH
Title: Acting Director
Signature and Date:  5/25/16

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

A. Project Title: TPCP - Voluntary Adoption of Tobacco Free Policies on USNH College Campuses

B. Project Period: Revise Project Period from 10/1/14 - 8/31/16 to 10/1/14 - 6/30/16.

C. Objectives:

D. Scope of Work:

E. Deliverables Schedule:

Delete #3. Anticipated Outcomes and replace with:

3. Anticipated Outcomes

- 3.1. Within 30 days of the contract effective date, process objectives will be determined by the Campus and outlined in the narrative and in year one of the work.
- 3.2. Develop and implement comprehensive tobacco free campus policies at 75% of the (n = 17) campuses within USNH and CCSNH by June 30, 2016.
- 3.3. Develop and implement a comprehensive tobacco free communications strategy at 100% of the campuses within USNH and CCSNH by June 30, 2016.

F. Budget and Invoicing Instructions: See attached Budget Amendment #3

Decrease Price Limitation by (\$37,705.20) from \$180,000 to \$142,294.80

Decrease SFY 2016 budget by (\$20,150.20),

Decrease SFY 2017 budget by (\$17,555)

The remainder of this page intentionally left blank

**New Hampshire Department of Health and Human Services
BUDGET AMENDMENT #3**

Bidder/Contractor Name: University System of New Hampshire

Budget Request for: NH Tobacco Prevention and Control Program

Line Items	SFY 2015			SFY 2016			SFY 2017		
	Current Modified Budget	Increase/Decrease Amount	TOTAL Revised Modified Budget	Current Modified Budget	Increase/Decrease Amount	TOTAL Revised Modified Budget	Current Modified Budget	Increase/Decrease Amount	TOTAL Revised Modified Budget
1. Total Salary/Wages	21,821.00	-	21,821.00	25,155.00	(8,002.00)	17,153.00	5,094.00	(5,094.00)	38,974.00
2. Employee Benefits	8,393.00	-	8,393.00	9,383.00	(5,056.00)	4,327.00	1,961.00	(1,961.00)	12,720.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	3,320.00	-	3,320.00	2,000.00	(1,745.91)	254.09	680.00	(680.00)	3,574.09
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	41,184.00	-	41,184.00	30,000.00	(2,718.00)	27,282.00	7,530.00	(7,530.00)	68,466.00
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Sub-agreements / Consultants / Service Providers	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
Total Direct Charges	74,718.00	-	74,718.00	66,538.00	(17,521.91)	49,016.09	15,265.00	(15,265.00)	123,734.09
Indirect	11,208.71	-	11,208.71	9,980.29	(2,628.29)	7,352.00	2,290.00	(2,290.00)	18,560.71
TOTAL	85,926.71	-	85,926.71	76,518.29	(20,150.20)	56,368.09	17,555.00	(17,555.00)	142,294.80



State of New Hampshire
 DEPARTMENT OF ADMINISTRATIVE SERVICES
 OFFICE OF THE COMMISSIONER
 State House Annex • Room 120
 25 Capitol Street
 Concord, New Hampshire 03301

Approved
3-2
11/13/02

DONALD S. HILL
 Commissioner
 (603) 271-3201

September 27, 2002

Her Excellency, Governor Jeanne Shaheen
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the State and the University System to utilize a modified, streamlined contract and grant award process and approve the attached Master Agreement and Cooperative Project Agreement form for use in such contracts and grants. This process will be effective with the date of Governor and Council approval.

EXPLANATION

On April 12, 2000, University of New Hampshire President Joan Leitzel, Vice President for Research and Public Service Donald Sundberg, and Executive Director of Sponsored Research Kathryn Cataneo met with the Governor and Executive Council to discuss the mutual benefits of State-University partnerships and mechanisms to support those partnerships. One such mechanism involves streamlining the grant and contract award process between these two State entities. The Governor and Council gave their support to this concept, asking that the Department of Administrative Services work with the Attorney General's Office and the University. Representatives of these entities met and agreed to the attached proposed Master Agreement and model Cooperative Project Agreement format presented here for approval and use in place of the various mechanisms currently used.

Adoption of this Master Agreement and use of this contracting process is expected to result in greater efficiencies for all parties. There will be a unique, easily identifiable, short format for all projects with USNH campuses. This consistency should benefit all, including the Governor and Executive Council in their review of proposed USNH-state agency projects. Time spent on individual agreements will be reduced significantly. Supporting documents currently required for each contract, such as the Certificate of Existence and proof of 501(c)(3) status, will be kept on file, saving paper, time and expense for all.

Respectfully submitted,

Donald S. Hill, Commissioner
 Department of Administrative Services

DSH/cw

Attachments

MASTER AGREEMENT
for
COOPERATIVE PROJECTS
between the STATE OF NEW HAMPSHIRE and the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

WHEREAS, the State of New Hampshire provides a broad range of services aimed at improving the lives of New Hampshire's people, and

WHEREAS, the University System of New Hampshire, acting through its respective campuses, provides teaching, research, and public service for the people of New Hampshire, and

WHEREAS, both parties agree that the public is best served when the resources and expertise of its public entities are shared to address topics of common interest,

THEREFORE, the State of New Hampshire, (hereinafter "State"), and the University System of New Hampshire, (hereinafter "University System"), this _____ day of _____, 20____, enter into an agreement for the purpose of jointly planning and carrying out projects in a cooperative manner (hereinafter "Cooperative Project") under the terms and conditions specified below. These terms and conditions shall apply to projects funded at the University System by the State and shall remain in force and effect until amended or terminated.

1. COOPERATIVE PROJECT AGREEMENT

A Cooperative Project Agreement, (hereinafter "Project Agreement"), shall be executed for each Cooperative Project. Project Agreements will implement the contractual relationship between the State and the University System and will incorporate the governing terms and conditions of this MASTER AGREEMENT. Each Project Agreement shall include:

- A. Name of the department, agency or unit of the State, and the name of the University System campus participating in the project.
- B. The effective starting date and expiration date for the Project Agreement, as well as a project period during which costs incurred by the University System will be considered allowable under the Project Agreement.
- C. Description of project activities to be undertaken during the period of the agreement, to include (a) project title, (b) objectives, (c) scope of work, (d) schedule of reports or other deliverables, and (e) budget and invoicing instructions. If additional work, beyond that specified in the present agreement, is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included.
- D. Designation of Project Administrators.
- E. Designation of Project Directors.
- F. Funding and other project contributions to be provided by the State, by the University System, and by any third party during the period of the agreement. Also, for Federally-funded projects, the State will identify, by Contract number or Grant and CFDA numbers, the Federal award which provides the funding.

- G. When appropriate for a particular Project Agreement, specific and mutually agreeable modifications to the terms of this Master Agreement.
- H. When the State wishes to exercise its reversionary interest in equipment purchased under a Project Agreement, instructions for the disposition of equipment at the end of the Project Agreement.
- I. The signature of an authorized campus official on behalf of the University System, the signature of an authorized official(s) on behalf of the State and, when required, approval by Governor and Executive Council before the Project Agreement becomes a valid, enforceable document.

2. PROJECT ADMINISTRATORS

The State and the University System shall each designate a Project Administrator for each Project Agreement. The Project Administrators shall be responsible for the business aspects of projects and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

3. PROJECT DIRECTORS

The State and the University System shall each designate a Project Director for each Project Agreement. The Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

Joint project proposals to third parties may identify individuals from either the State or the University System, or both, as "key personnel."

4. INDEPENDENT CAPACITY

The parties agree that employees of the State, in the performance of their duties and activities under a Project Agreement, shall continue to be in the legal status of State employees and not as employees of the University System; likewise, employees of the University System, in the performance of their duties and activities under a Project Agreement shall continue in the legal status of University System employees and not as employees of the State.

5. CHANGES

The scope of work, total cost, period of performance, specification of deliverables, or any other part of a Project Agreement may be amended at any time by written agreement of both parties, subject to required University System and State approvals and, when required, Governor and Executive Council approval.

6. NON-APPROPRIATION OF FUNDS

All obligations of the State under a Project Agreement are contingent upon the availability and continued appropriation of funds, and the State shall not be liable for payment in excess of available appropriated funds. In the event of a reduction or termination of the funds appropriated for a Project Agreement, the State shall have the right to withhold payment pending the reinstatement of the appropriated funds or to terminate a Project Agreement, in accordance with Article 14.

7. PROJECT COSTS

University System shall ensure that costs charged to Project Agreements are allowable, allocable, and reasonable in accordance with Federal cost principles, OMB Circular A-21, "Cost Principles for Educational Institutions." University System's employee benefits and facilities & administrative costs shall be charged at no more than the negotiated federal rates in effect at the time the Project Agreement is executed.

If necessary to accomplish the objectives of a Project Agreement, University System may reallocate up to 10% of the cumulative cost of a Project Agreement between major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs) in order to meet unanticipated needs. University System may not reallocate funds between cost categories for any reason that is inconsistent with the original intent of the State's appropriation of funds. Budget reallocations in excess of 10% of the cumulative cost of a Project Agreement shall require State approval.

8. COST SHARING

Project Agreements that include cost sharing by the parties shall clearly state the required cost-share as a percentage of total cost rather than as an absolute dollar amount. Each party shall be solely responsible for providing the resources they have committed to provide in securing funding and neither shall be expected to contribute toward the commitments of the other.

9. INVOICES AND PAYMENTS

Payments shall be made by the State within 30 days after approving a proper invoice submitted by the University System for actual costs incurred to date. Invoices shall show current and cumulative expenses incurred, by major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs). Invoices shall be submitted on the dates and to addresses identified in the Project Agreement. Other payment terms may be negotiated as necessary in an individual Project Agreement.

10. FISCAL RECORDS AND AUDIT

The University System shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses incurred under a Project Agreement and shall make such records available at its offices during regular working hours for inspection by authorized representatives of the State during the period of the Project Agreement and for three years thereafter. These records shall describe the nature of each expense, establish the relatedness of each expense to the Project Agreement and reflect total project costs including documentation of State and University System contributions and all third party contributions to the project.

11. SUBCONTRACTS

Unless provided for in the Project Agreement, neither party shall enter into any subcontract with a third party to perform all or part of the approved scope of work without the written approval of the other party. If approval is granted, the party who subcontracts work hereunder shall be fully responsible for performance of subcontractors.

12. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of its right, title or interest in any Project Agreement, or any part thereof, without the written consent of the other party.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any Project Agreement, the State and the University System agree to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The State and the University System will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. TERMINATION

Either party may terminate a Project Agreement at any time upon 90 days written notice to the other party. In the event of a reduction or termination of funds appropriated for a Project Agreement, the State shall have the right to terminate the Project Agreement immediately upon providing the University System notice of such termination. Expenses incurred prior to the date of termination will be borne proportionally by each of the parties according to the Project Agreement budget.

15. LIABILITY

Neither party shall be responsible for the negligent acts of omission or commission of the officers, employees, agents, or subcontractors of the other party. Neither the terms of this Master Agreement nor those of any Project Agreement shall be deemed a waiver of sovereign immunity by either party.

16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

The parties agree to comply with all governmental ordinances, laws and regulations as applicable to their respective organizations.

When a Project Agreement includes Federal funds, all applicable requirements, regulations, provisions, terms and conditions attending those funds shall be incorporated into the Project Agreement and adopted in full force and effect to the relationship between the State and the University System, except that wherever such requirements, regulations, provisions and terms and conditions differ for Institutions of Higher Education, the appropriate requirements will be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal requirements, regulations, provisions, terms and conditions will be taken to mean the University System and references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or the State or both, as appropriate.

In the event of any inconsistency between the terms of this MASTER AGREEMENT, a Project Agreement and those Federal regulations incorporated herein, the Federal regulations will prevail before the others, and the Project Agreement will prevail over the provisions of this MASTER AGREEMENT.

17. EQUIPMENT

Equipment is defined to include all tangible property having a useful life of more than one year and a unit cost of \$3,000 or more. Title to all equipment supplied by the State under the terms of a Project Agreement shall remain with the State. Title to all equipment supplied by the University System under the terms of a Project Agreement shall remain with the University System. Except as provided for within the terms of individual Project Agreements, title to all equipment purchased by the University System under a Project Agreement shall vest immediately with the University System. The University System shall maintain a list of all purchased equipment, and priority for use of such equipment throughout its useful life shall be to further the joint cooperative ventures of the parties.

18. INTELLECTUAL PROPERTY

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, who shall have the sole right to determine the disposition of copyrights or other rights resulting therefrom, consistent with the pertinent campus policy, provided, however, that the University System shall grant to the State a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data for its own non-commercial purposes. This paragraph shall not apply to any data obtained from the State regarding recipients of Medicaid or other public assistance or any compilation or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws.

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to any invention or discovery made or conceived by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, consistent with the pertinent campus policy. The University System campus shall have the sole right to determine the disposition of any patents or other rights resulting therefrom, provided however that upon issue of any patent on any such invention or discovery, the State shall have the right of first refusal to an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated. The State shall have the right to a non-exclusive, perpetual, royalty free license to make and use the invention for its own non-commercial purposes, but shall not have the right to sublicense any invention or discovery made or conceived in the performance of a Project Agreement.

Any license issued to the State hereunder will be effective only after the parties sign a subsequent license agreement.

19. PUBLICATION, CONFIDENTIALITY, AND MAINTENANCE OF DATA; ACCESS

Results of work conducted under a Project Agreement may be published, or otherwise publicly disclosed, jointly by parties, or by either party separately, always giving due credit to the other party and recognizing within proper limits the rights of individuals doing the work. Manuscripts prepared for publication by either party shall be submitted to the other party for review and comment prior to publication. In the event of disagreement as to the manner of publication or the interpretation of results, the party publishing the information will give due credit to the other party, but will assume full responsibility for any statements on which there is a difference of opinion. Any disclosures of data obtained from the state regarding recipients of Medicaid or other public assistance or any compilation

or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws, shall be approved by the State Project Director according to procedures described in the applicable Project Agreement. Such approval for disclosure shall not be unreasonably withheld.

The State acknowledges that Federal Regulations [e.g., 45 CFR 46] require the University System to maintain and protect the privacy of all human research subjects and the confidentiality of all personally identifiable information or information that constructively identifies human research subjects. Human research subjects have the right to be protected against invasion of their privacy, to expect that their personal dignity will be maintained, and that the confidentiality of their private information will be preserved. Hence, except as required by law or permitted, in writing, by the subjects themselves, information through which subjects may be identified including, but not limited to, their names, student identification numbers, hospital identification numbers, social security numbers, driver license numbers, home addresses, photographs, and videotapes will be maintained in strict confidence by the University System.

The parties agree to maintain all data produced in the performance of a Project Agreement for a period of three years after the expiration date and, except as otherwise governed by applicable State or Federal regulations, shall make such data available at their offices during normal working hours for inspection by any authorized representative of the other party. If requested, a copy of these data shall be furnished to the other party, except as otherwise governed by applicable State or Federal regulations.

20. CERTIFICATIONS AND DOCUMENTS

The University System will file with the Department of Administrative Services the following certifications and documents for each University System campus, on forms acceptable to the New Hampshire Office of the Attorney General. These certifications and documents will suffice for all purposes, such that no additional certifications or documents will be necessary. Unless otherwise indicated below, the certifications and documents will be filed once and updated only as necessary.

A. STATUS

- The U.S. Internal Revenue Service designations of the University System campus entities as 501(c)(3) organizations
- The Certificates of Existence of University System campus entities as so designated by the New Hampshire Secretary of State.

B. SIGNATURE AUTHORITY

- The University System's delegations of authority identifying those individuals authorized to sign Project Agreements on behalf of the University System.

C. INSURANCE

- Certificates of insurance, updated annually, which demonstrate the following coverages: commercial general liability, educators' legal liability, and workers' compensation and employers' liability.

D. FINANCIAL AND AUDIT DOCUMENTS

- University System of New Hampshire Annual Financial Report
- College and Universities Federal Rate Agreements for all University System entities for purposes of declaring financial & administrative cost rates and fringe benefits rates

- University System Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS - FILED ANNUALLY

- Drug-Free Workplace
- Lobbying
- Debarment, Suspension, and Other Responsibility Matters
- Americans with Disabilities Act
- Equal Employment Opportunity.

F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing by authorized representatives of these same parties.

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By 
Edward R. MacKay, Vice Chancellor and Treasurer

9/16/02
Date

FOR STATE OF NEW HAMPSHIRE:

By 
Donald S. Hill, Commissioner, Administrative Services

9/27/02
Date

APPROVED:

By 
For New Hampshire Office of the Attorney General

9-18-02
Date

APPROVED:

By _____
For New Hampshire Governor and Executive Council

Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

Jeffrey A. Meyers
 Commissioner

Eric D. Borrin
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9558 1-800-852-3345 Ext. 9558
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 29, 2016

AG APPROVED
 Date: 4/12/16

Attorney Megan Yaple
 NH Department of Justice
 Office of the Attorney General
 33 Capitol Street
 Concord, New Hampshire 03301

Dear Attorney Yaple:

I am writing to ask that you review the attached contract amendment between the Department of Health and Human Services, Division of Public Health Services and the University of New Hampshire, Purchase Order #1040412, Vendor # 177867-B046, Office of Sponsored Research, 51 College Road, Room 116, Durham, NH 03824-3546, to adjust funding amounts between State Fiscal Years with no additional costs to the State of New Hampshire, to continue to implement projects leading to the adoption of tobacco free policies on the 23 campuses of the University System of New Hampshire and Community College System of New Hampshire, effective the date of Governor and Council approval through August 31, 2016. This agreement was originally approved by Governor and Council on October 1, 2014, Item #9 and amended March 23, 2015 by Attorney General approval. Funds are 100% federal.

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

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, TOBACCO PREVENTION AND CONTROL PROGRAM

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2015	102-500731	Contracts for Prog Svc	90018000	92,472.00	(6,545.29)	85,926.71
2016	102-500731	Contracts for Prog Svc	90018000	69,973.00	6,545.29	76,518.29
2017	102-500731	Contracts for Prog Svc	90018000	17,555.00	0.00	17,555.00
			Sub Total	\$180,000.00	\$00.00	\$180,000.00

This agreement has the authority to adjust encumbrances between State Fiscal Years without further approval from the Governor and Executive Council. Therefore I ask that you review and sign off on this contract, as it does not need further action by the Governor and Executive Council in accordance with the Department of Administrative Services Manual of Procedures, Section IV, Paragraph A (3).

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

EXPLANATION

The purpose of this amendment is to adjust encumbrances between State Fiscal Years. The Contractor was not able to complete all work as planned due to staff turnover. Therefore, this realignment of funds between state fiscal years will allow the Contractor additional time in SFY 16 to complete the contract deliverables.

Funds in this agreement will continue to be used for the development and implementation of projects leading to the adoption of tobacco free policies that promote healthy campus norms and optimal learning environments, by eliminating tobacco use and exposure to secondhand and thirdhand smoke on the 23 college campuses of the University System of New Hampshire and the Community College System of New Hampshire.

Should Governor and Executive Council not authorize this Request, the opportunity to eliminate tobacco use and exposure to secondhand and thirdhand smoke through adoption of voluntary tobacco-free policies on college campuses, is greatly reduced.

The University of New Hampshire was selected for this project through a competitive bid process. The Bid Summary is attached.

Area served: statewide.

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention, Catalog of Federal Domestic Assistance #93.283, Federal Award Identification Number U58DP001979.

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

Respectfully submitted,


Eric D. Borrin
Director

**AMENDMENT #2 to
COOPERATIVE PROJECT AGREEMENT**

between the
STATE OF NEW HAMPSHIRE, Department of Health and Human Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 10/1/14, item # 9 and amended 3/23/15 approved by the Attorney General's Office, for the Project titled "Tobacco Prevention and Control Program Voluntary Adoption of Tobacco Free Policies on USNH College Campuses," Campus Project Director, Amy Schwartz, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Provide Budget adjustment/alignment between State Fiscal Years, at no additional cost to the State

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

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of _____ with the revised Project End Date of _____, and Exhibit A, article B is revised to replace the Project Period of _____ - _____ with _____ - _____.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to reduce funds in the amount of \$ _____ and will read:
Total State funds in the amount of \$ _____ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:
Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal

regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article _____ is amended in its entirety to read as follows:

Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:

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

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

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

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

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

IN WITNESS WHEREOF, the following parties agree to this **Amendment #2** to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:  3/28/16

By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name:  Megan Amey/cph

Title: Attorney

Signature and Date:  4/12/16

By An Authorized Official of:

Department of Health and Human Svcs

Name: ~~Brook Dupre~~ Marcella J. Bobrowsky

Title: Bureau Chief Acting Director

Signature and Date:  3/28/16

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name: _____

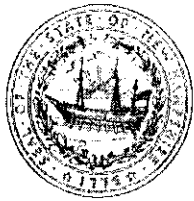
Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** TPCP - Voluntary Adoption of Tobacco Free Policies on USNH College Campuses
- B. Project Period:**
- C. Objectives:**
- D. Scope of Work:**
- E. Deliverables Schedule:**
- F. Budget and Invoicing Instructions:** See attached budget

The remainder of this page intentionally left blank



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-6896 1-800-852-3345 Ext. 6896
Fax: 603-271-8705 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

AG APPROVED
Date: 3/23/15

February 5, 2015

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, to amend a contract with University of New Hampshire, Purchase Order # 1040412, Vendor #177867-B046, Office of Sponsored Research, 51 College Road, Room 116, Durham, NH 03824-3546, to adjust funding amounts by State Fiscal Year with no additional costs to the State of New Hampshire, to continue to develop and implement projects leading to the adoption of tobacco free policies on the 23 campuses of the University System of New Hampshire and Community College System of New Hampshire, to be effective the date of Governor and Council approval, through August 31, 2016. This agreement was originally approved by Governor and Council on October 1, 2014, Item #9. 100% Federal funds.

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, TOBACCO PREVENTION AND CONTROL PROGRAM

Table with 7 columns: Fiscal Year, Class / Account, Class Title, Job Number, Current Modified Budget, Increased (Decreased) Amount, Revised Modified Budget. Rows include SFY 2015, SFY 2016, SFY 2017, and a Sub Total row.

EXPLANATION

The purpose of this amendment is to adjust encumbrances between State Fiscal Years to align budget amounts with the available federal fiscal year funding, and to amend the Project Cooperative Agreement to provide authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

Funds in this agreement will be used to develop and implement projects leading to adoption of tobacco free policies that promote healthy campus norms and optimal learning environments by eliminating tobacco use and exposure to secondhand and thirdhand smoke on the 23 college campuses of the University System of New Hampshire and the Community College System of New Hampshire.

Should Governor and Executive Council not authorize this Request, the opportunity to eliminate tobacco use and exposure to secondhand and thirdhand smoke through adoption of voluntary tobacco-free policies on college campuses, is greatly reduced.

The University of New Hampshire was selected for this project through a competitive bid process. The Bid Summary is attached.

Area served: statewide.

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention.

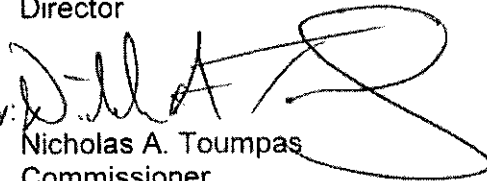
In the event that the Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Health and Human Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 10/1/14, item # 9, for the Project titled "Tobacco Prevention and Control Program Voluntary Adoption of Tobacco Free Policies on USNH College Campuses," Campus Project Director, **Dianne Hall**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Amend Exhibit A, Section F Budget Invoicing Instructions #1 Funding Sources by State Fiscal Years to provide Budget adjustment/alignment between State Fiscal Years, at no additional cost to the State, add #8 to Section F, and delete Exhibit B-1 Budgets and replace with Exhibit B-1 Budgets Amendment #1.

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

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of _____ with the revised Project End Date of _____, and Exhibit A, article B is revised to replace the Project Period of _____ - _____ with _____ - _____.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to reduce funds in the amount of \$ _____ and will read:
Total State funds in the amount of \$ _____ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article _____ is amended in its entirety to read as follows:

Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:

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

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

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

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

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

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

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

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:  2/3/15

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

Name: Megan A. Yaple 

Title: Attorney

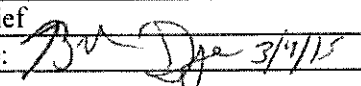
Signature and Date:  3/23/15

By An Authorized Official of:

Department of Health and Human Svcs

Name: Brook Dupee

Title: Bureau Chief

Signature and Date:  3/9/15

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

Name: _____

Title: _____

Signature and Date: _____

VT

EXHIBIT A

A. Project Title:

B. Project Period:

C. Objectives:

D. Scope of Work:

E. Deliverables Schedule:

F. Budget and Invoicing Instructions:

Invoicing Instructions

1) Funding Sources by State Fiscal Years:

- a. \$92,472 = 100% federal funds from the Centers for Disease Control and Prevention, CFDA #93.283, Federal Award Identification Number (FAIN), U58DP001979, SFY 2015.
 - b. \$69,973 = 100% federal funds from the Centers for Disease Control and Prevention, CFDA #93.283, Federal Award Identification Number (FAIN), U58DP001979, SFY 2016
 - c. \$17,555 = 100% federal funds from the Centers for Disease Control and Prevention, CFDA #93.283, Federal Award Identification Number (FAIN), U58DP001979, SFY 2017.
- \$180,000 Total

- 8). Funds available in State Fiscal Year 2015, and anticipated to be available in State Fiscal Years 2016 and 2017, have authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.
- 9). This competitively procured Agreement may be amended at any time to change the scope, cost, period of performance, specific deliverables or any other part of the Cooperative Project Agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Exhibit B-1 Budgets Amendment #1 - Attached

9 M07

See



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

September 4, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with the University of New Hampshire, Vendor #177867/B046, Office of Sponsored Research, 51 College Road, Room 116, Durham, NH 03824-3546, in an amount not to exceed \$180,000, to develop and implement projects leading to the adoption of tobacco free policies on the 23 campuses of the University System of New Hampshire and Community College System of New Hampshire, to be effective the date of Governor and Council approval, through August 31, 2016.

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, TOBACCO PREVENTION AND CONTROL PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90018000	75,000
SFY 2016	102-500731	Contracts for Prog Svc	90018000	90,000
SFY 2017	102-500731	Contracts for Prog Svc	90018000	15,000
			Total	\$180,000

EXPLANATION

Funds in this agreement will be used to develop and implement projects leading to adoption of tobacco free policies that promote healthy campus norms and optimal learning environments by eliminating tobacco use and exposure to secondhand and thirdhand smoke on the 23 college campuses of the University System of New Hampshire and the Community College System of New Hampshire.

More than 80% of tobacco use begins before the age of 18 with 99% of use occurring by the age of 26. Anecdotal evidence has uncovered a relatively new phenomenon where by youth and

young adults' transition from high school to attend college and in doing so take up smoking and/or vaping (Electronic Nicotine Delivery System use) and develop a "2 or 4-year quit plan." As graduation approaches, students realize that quitting tobacco use is more difficult than they first thought.¹

Increasing the number and types of places that prohibit tobacco use aligns with the *National Prevention Strategy, Tobacco Free Living* and other evidence-based tobacco control policies. Smoke free and tobacco free policies improve indoor air quality, reduce negative health outcomes among nonsmokers, decrease cigarette consumption, encourage smokers to quit, and improve the appearance of college campuses.²

Should Governor and Executive Council not authorize this Request, the opportunity to eliminate tobacco use and exposure to secondhand and thirdhand smoke through adoption of voluntary tobacco-free policies on college campuses, is greatly reduced.

The University of New Hampshire was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from June 23, 2014 through July 29, 2014.

Three proposals were received in response to the Request for Proposals. Five reviewers who work internal to the Department reviewed the proposals. The reviewers represent seasoned public health administrators and managers who have from eight to 34 years' experience managing agreements with vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals. The final decision was made through consensus scoring. The Bid Summary is attached.

As referenced in the Request for Proposals and in the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire, this competitively procured Agreement may be amended at any time to change the scope, cost, period of performance, specific deliverables or any other part of the Cooperative Project Agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

- Increase the number of Community Colleges/Universities in New Hampshire adopting voluntary tobacco-free campus policies.

Area served: Statewide.

¹ U.S. Department of Health and Human Services, *Surgeon General Report on Preventing Tobacco Use Among Youth and Young Adults, 2012*, <http://www.surgeongeneral.gov/library/reports/preventing-youth-tobacco-use/index.html>

² National Prevention Council, *National Prevention Strategy, America's Plan for Better Health and Wellness, Priorities: Tobacco Free Living, June 2011, p28*
<http://www.surgeongeneral.gov/initiatives/prevention/strategy/report.pdf>

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
September 4, 2014
Page 3

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention.

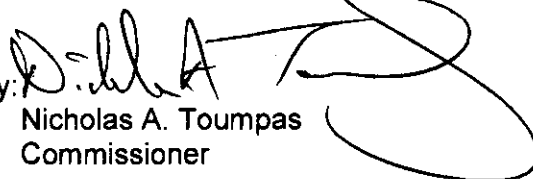
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

NH Tobacco Prevention and Control Program

#15-DHHS-DPHS-TPCP-04

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. K. Kirkwood Consulting, LLC
2. Trustees of Dartmouth College
3. University System of New Hampshire

1. Donna Fleming, Administrator, 11 Yrs Experience
2. Susan Morrison, Health Promotion Advisor, 8 Yrs Experience
3. Jessica Morton, Health Promotion Advisor, 13 Yrs Experience
4. Dolores Cooper, Financial Manager, 34 Years Experience
5. Shelley Swanson, Administrator, 21 Years Experience

Pass/Fail	Maximum Points	Actual Points	%
	140	54	39%
	140	115	82%
	140	123	88%

COOPERATIVE PROJECT AGREEMENT

between the

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

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **8/31/16**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Tobacco Prevention and Control Program**

Voluntary Adoption of Tobacco Free Policies on USNH College Campuses

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

State Project Administrator

Name: Donna Fleming
 Address: NH DHHS DPHS
Tobacco Prevention & Control Progm
29 Hazen Drive
Concord, NH 03301-6503
 Phone: 603-271-5898

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824-3546
 Phone: 603-862-1942

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

State Project Director

Name: Susan Morrison
 Address: NH DHHS DPHS
Tobacco Prevention & Control Progm
29 Hazen Drive
Concord, NH 03301-6503
 Phone: 603-271-6684

Campus Project Director

Name: Amy Schwartz
 Address: Director, Health Care Cost Containment
University of New Hampshire
10 West Edge Dr., Suite 102Q
Durham, NH 03824-3546
 Phone: 603-862-5099

Campus Authorized Official 165
 Date 8/29/14

F. Total State funds in the amount of \$180,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. 2U58DP001979-06 from Centers for Disease Control and Prevention under CFDA# 93.283. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable


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

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

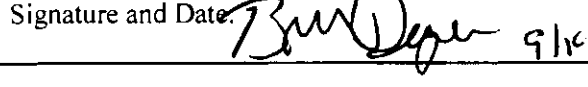
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties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

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

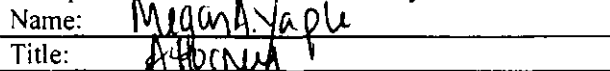

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date:  8/29/14

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

Name: Brook Dupee
Title: Bureau Chief
Signature and Date:  9/16/14

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

Name:  Megan A. Yaph
Title: Attorney
Signature and Date:  9/17/14

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

Name:
Title:
Signature and Date:

EXHIBIT A

A. Project Title: TPCP - Voluntary Adoption of Tobacco Free Policies on USNH College Campuses

B. Project Period: Date of Governor and Council Approval through August 31, 2016

C. Objectives:

1. Develop and implement projects leading to adoption of tobacco free policies on the 23 campuses of the University System of New Hampshire (USNH) and Community College System of New Hampshire (CCSNH) to promote healthy campus norms and optimal learning environments by eliminating tobacco use and exposure to secondhand and thirdhand smoke.
2. Improve the health and well-being of people who live, work, play and visit USNH and CCSNH college campuses in New Hampshire.
3. Provide support to stakeholders about the importance of implementing tobacco free policies, strategies and plans.

D. Scope of Work:

1. Required Services

The Campus shall

- 1.1. Develop and implement projects leading to adoption of tobacco-free policies that promote healthy campus norms and optimal learning environments by eliminating tobacco use and exposure to secondhand and thirdhand smoke on the 23 college campuses of the USNH and CCSNH.
- 1.2. Use evidence-based practices to improve the health and well-being of adults who live, work, play and visit college campuses in New Hampshire
- 1.3. Demonstrate evidence based practices for oversight and monitoring of the project;
- 1.4. Provide support to stakeholders about the importance of implementing tobacco free policies, strategies and plans.
- 1.5. Ensure plans include communication about local tobacco-use treatment resources and 1-800-QUIT-NOW
- 1.6. Work with TPCP to finalize the year one (1) work plan within 30 days of the contract effective date.
- 1.7. The populations served by this RFP include people who live, work, play, and visit university/college campuses in New Hampshire (USNH and CCSNH).
- 1.8. Meet with TPCP staff as needed.

E. Deliverables Schedule:

1. Compliance Requirements

- 1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2. Reporting Requirements

- 2.1. The Campus will submit reports to the DHHS, on their progress towards meeting the requirements of this contract, on a quarterly basis.

3. Anticipated Outcomes

- 3.1. Within 30 days of the contract effective date, process objectives will be determined by the Campus and outlined in the narrative and in year one of the work.
- 3.2. Develop and implement comprehensive tobacco free campus policies at 75% of the (n = 17) campuses within USNH and CCSNH by August 31, 2016.
- 3.3. Develop and implement a comprehensive tobacco free communications strategy at 100% of the campuses within USNH and CCSNH by August 31, 2016.
- 4. Performance Indicators/Measures
 - 4.1. Increase the number of Community Colleges/Universities in New Hampshire adopting tobacco-free campus policies.

F. Budget and Invoicing Instructions: See attached Exhibit B-1 Budgets

Invoicing Instructions

1) Funding Sources:

- a. \$75,000 = 100% federal funds from the Centers for Disease Control and Prevention, CFDA #93.283, Federal Award Identification Number (FAIN), U58DP001979, SFY 2015.
 - b. \$90,000 = 100% federal funds from the Centers for Disease Control and Prevention, CFDA #93.283, Federal Award Identification Number (FAIN), U58DP001979, SFY 2016
 - c. \$15,000 = 100% federal funds from the Centers for Disease Control and Prevention, CFDA #93.283, Federal Award Identification Number (FAIN), U58DP001979, SFY 2017.
- \$180,000 Total

2) The State shall pay the Campus an amount not to exceed \$180,000 for the services provided by the Campus pursuant to Exhibit A.

a. Payment for said services shall be made as follows:

The Campus will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Campus within thirty (30) days of receipt of each invoice for Campus services provided pursuant to this Agreement. The final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

b. The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3) The Campus 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 Exhibit B-1 Budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Campus agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not

approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.

- 4) This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. Funds available per State Fiscal Year (SFY), must be expended within that SFY term unless a carryforward request of unexpended funds is made to, and approved by, the NH DHHS and federal funder identified in #1 above.
 - 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 Campus to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Campus will keep detailed records of their activities related to DHHS-funded programs and services.
 - 6) Campus is accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded Campus' current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
 - 7) The Campus 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.
- G. Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance. See attached Exhibit J.

EXHIBIT B

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

Special Federal provisions are listed here: None or .

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: University System of New Hampshire

NH Tobacco Prevention and Control
Budget Request for: Program
(Name of RFP)

SFY 2015 (Date of G&C Approval -
Budget Period: 06/30/2015)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 24,878.00	\$ 3,731.00	\$28,609.00	
2. Employee Benefits	\$ 9,578.00	\$ 1,437.00	\$11,015.00	University of NH Facilities & Administration Costs Waiver reduced Indirect/Fixed Cost rate from 38.5% to 15%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 3,320.00	\$ 498.00	\$ 3,818.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 13,332.00	\$ 2,000.00	\$15,332.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Sub-agreements / Consultants / Service Providers	\$ 14,110.00	\$ 2,116.00	\$16,226.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 65,218.00	\$ 9,782.00	\$75,000.00	

Indirect As A Percent of Direct

15.0%

Exhibit B-1 Budget

Contractor Initials: KS

Date: 8/29/14

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: University System of New Hampshire

NH Tobacco Prevention and Control

Budget Request for: Program
(Name of RFP)

Budget Period: SFY 2016 (07/01/2015 - 06/30/2016)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 30,571.00	\$ 4,586.00	\$35,157.00	
2. Employee Benefits	\$ 11,770.00	\$ 1,765.00	\$13,535.00	University of NH Facilities & Administration Costs Waiver reduced Indirect/Fixed Cost rate from 38.5% to 15%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,500.00	\$ 225.00	\$ 1,725.00	
6. Travel	\$ 5,000.00	\$ 750.00	\$ 5,750.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 14,420.00	\$ 2,163.00	\$16,583.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Sub-agreements / Consultants / Service Providers	\$ 15,000.00	\$ 2,250.00	\$17,250.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 78,261.00	\$ 11,739.00	\$ 90,000.00	

Indirect As A Percent of Direct

15.0%

Exhibit B-1 Budget

Contractor Initials: KS

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: University System of New Hampshire

NH Tobacco Prevention and Control

Budget Request for: Program

(Name of RFP)

Budget Period: SFY 2017 (07/01/2016 - 08/31/2016)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 5,094.00	\$ 765.00	\$ 5,859.00	
2. Employee Benefits	\$ 1,961.00	\$ 295.00	\$ 2,256.00	University of NH Facilities & Administration Costs Waiver reduced Indirect/Fixed Cost rate from 38.5% to 15%
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 680.00	\$ 102.00	\$ 782.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 2,418.00	\$ 362.00	\$ 2,780.00	
11. Staff Education and Training			\$ -	
12. Sub-agreements / Consultants / Service Providers	\$ 2,890.00	\$ 433.00	\$ 3,323.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 13,043.00	\$ 1,957.00	\$ 15,000.00	

Indirect As A Percent of Direct

15.0%

Exhibit B-1 Budget

Contractor Initials: KS

Date: 8/29/14



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

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

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

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

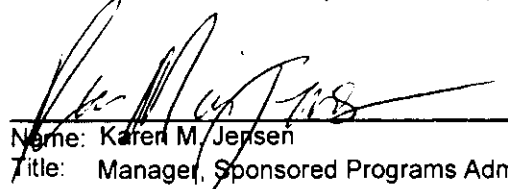
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: University of New Hampshire

8/29/11
Date


Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration



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: 11-108-9470
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, subgrants, 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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____