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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-852-3345 Ext. 9564
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NH DIVISION OF
Public Health Services
Improving health, preventing disease, reducing costs for all

Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

April 16, 2013

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

Sole Source
100% Federal

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 University of New Hampshire (Vendor # 177867-B046), 51 College Road, Durham, New Hampshire 03824, in an amount not to exceed $50,000.00, to provide data and tools that map specific climate change impact in regions of the state to support the Climate Change and Public Health program's planning and strengthening of health related adaptation capacity, to be effective May 1, 2013 or date of Governor and Council approval, whichever is later, through December 31, 2013.

Funds are available in the following accounts for SFY 2013, and are anticipated to be available in SFY 2014 upon the availability and continued appropriation of funds in the future operating budget, 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, CDC BUILDING RESILIENCE AGAINST CLIMATE EFFECTS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 13	102-500731	Contracts for Program Services	90007936	$2,068.92
SFY 14	102-500731	Contracts for Program Services	90007936	$47,931.08
			Total	$50,000.00

EXPLANATION

Funds in this agreement will be used to provide data and tools that map specific climate change impact in regions of the state to support the Climate Change and Public Health program's planning and strengthening of health related adaptation capacity. The University of New Hampshire Institute for the Study of Earth, Oceans and Space will provide geo mapped climate related impacts by region across New

Hampshire for the near and long-term. Utilizing funding from a Centers for Disease Control and Prevention, National Center for Environmental Health Cooperative Agreement, the University of New Hampshire Institute for the Study of Earth, Oceans and Space will characterize and rank anticipated risks related to temperature, precipitation and anticipated climate changes within a 50-year span. The model will be used by planners to prioritize direction of resources and to increase public health response capacity to minimize health impact on the most vulnerable population groups.

The New Hampshire Division of Public Health Services applied for and was awarded a Cooperative Agreement from the Centers for Disease Control and Prevention starting 9/30/2012. The four-year project, titled Building Resilience Against Climate Effects in State Health Departments, will build upon planning work that has been completed from a previous grant. The new Centers for Disease Control and Prevention Cooperative Agreement will be used to complete the work started with the Association of State and Territorial Health Officials grant. The overall goal of this grant is to develop and utilize a Climate Change and Public Health Adaptation Plan to increase capacity of public health systems and populations to mitigate and manage the health impacts of climate change. The goals for this contract are to support the project by providing specific data and modeling that will be used by the Climate and Health Task Force to inform the planning process and direct resources and training to areas of the state where extreme climate events are expected to have the greatest health impact. Services detailed in the Scope of Services include providing data and tools to geographically map specific climate-related impacts in the past (1900 – 2010) and potential climate-related impacts in the future (2013-2100) for New Hampshire. Trends and patterns in temperature, rainfall, and flooding will be presented in the mapping, with regional and county differences within New Hampshire provided as feasible. The contractor will prepare a final written report and web-based access to climate data and model output that can be utilized by the planning team to create ad hoc impact plans and prioritize direction of resources in the capacity building phase of the climate change and public health adaptation project.

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 Association of State and Territorial Health Officials (ASTHO - in 2009) to systematically prioritize and address the identified State Public Health System needs.

This project works closely with the climate and public health program manager, who will act as primary task force coordinator and organizer of the plan and the overall project. The planning will also

utilize previous work as well as climate impact work currently being developed through contracts with the US Geological Survey, and other groups and agencies currently working on climate impact planning. It is expected that data from these contracts will guide planning and adaptation capacity development, including prioritization of areas and populations most impacted, and that this will guide additional direction of resources towards specific regions, with at least four regions receiving funding for strengthening of adaptation capacity in the second phase of this project. The intention of the Centers for Disease Control and Prevention behind the funding of these projects is to strengthen public health systems capacity to minimize the potential adverse health impacts related to climate change, particularly for populations most vulnerable to extreme climate events. A strong emphasis will be made to utilize the best available evidence-based approaches, such as those offered in the National Climate Assessment report, as well as data sources available though the Centers for Disease Control and Prevention and the state health department.

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.

The University of New Hampshire, Institute for the Study of Earth, Oceans and Space was selected as a **sole source** provider for this project due to the institute's unique qualifications for this type of work, including previous publications and experience with climate modeling as well as access to resources, including expert staff and climate related information. The University of New Hampshire, Institute for the Study of Earth, Oceans and Space has been an active participant in previous climate planning teams and has built a solid academic reputation in this field.

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

To measure and improve the quality of public health services, the Division of Public Health Services employs a performance management model. This model, comprised of four components, provides a common language and framework for DPHS and its partners. These four components are: 1) performance standards; 2) performance measurement; 3) reporting of progress; and, 4) quality improvement. The Division of Public Health Services has established the following performance measures for the work to be carried out under this application:

- By October 31, 2013, complete a draft model with trend data and provide a presentation to the Division of Public Health Services for review and revisions.
- By November 30, 2013 provide draft model presentation to the Climate and Health task force.
- By December 31, 2013, provide finalized version of model and data to the Division of Public Health Services and post to a website accessible to the public.

Area served: The project will review the related climate data for the entire state, with a goal of identifying areas likely to be most impacted, which will guide direction of future resources and training.

Source of Funds: 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,

Lisa Fox for

José Thier Montero, MD
Director

Approved by:

Nicholas A. Toumpas
Commissioner

JTM/MD/js

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 **12/31/13**. 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: **Building Resilience Against Climate Effects in State Health Departments**

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: Shelley Swanson
Address: NH-DHHS Div of Public Health Svcs
Financial Administrator
29 Hazen Drive
Concord, NH 03301-6504
Phone: 271-7365

Campus Project Administrator

Name: Dianne Hall
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824
Phone: 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: Michael Dumond
Address: NH-DHHS Div of Public Health Svcs
29 Hazen Drive
Concord, NH 03301-6504
Phone: 271-4549

Campus Project Director

Name: Cameron P. Wake, PhD
Address: University of New Hampshire
Earth Systems Research Center
Morse Hall, 8 College Rd.
Durham, NH 03824
Phone: 862-2329

Campus Authorized Official KJ
Date 4/12/13

F. Total State funds in the amount of $**50,000** 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 **0** % of total costs during the term of this Project Agreement.

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **N/A** from **Centers for Disease Control and Prevention** under CFDA# **93.070**. 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: 4/12/13

By An Authorized Official of:
Dept of Health and Human Services
Name: José Their Montero, MD
Title: Director, Division of Public Health Svcs.
Signature and Date: 5/4/13

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Jeanne P. Herrick
Title: Attorney
Signature and Date: 5/3/13

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

Campus Authorized Official KJ
Date 4/12/13

EXHIBIT A

A. **Project Title:** Building Resilience Against Climate Effects in State Health Departments

B. **Project Period:** May 1, 2013 or date of G&C approval, whichever is later, through December 31, 2013

C. **Objectives:** Campus shall provide Climate Change and Public Health services that will support planning for climate related public health adaptation planning. The University of New Hampshire, Institute for the Study of Earth, Oceans, and Space (EOS) will provide data and tools to geographically map specific climate-related impacts in the past (1900 – 2010) and potential climate-related impacts in the future (2013-2100) for New Hampshire.

D. **Scope of Work:** Specific activities for the period of May 1, 2013-December 31, 2013 are envisioned as follows:

The University of New Hampshire, Institute for the Study of Earth, Oceans, and Space (EOS) will provide data and tools to geographically map specific climate-related impacts in the past (1900 – 2010) and potential climate-related impacts in the future (2013-2100) for New Hampshire. Trends and patterns in temperature, rainfall, air quality and flooding will be presented in the mapping, with regional and county differences within New Hampshire provided as feasible.

Data and model output will be provided in a format that defines specific regions of the state, characterizes the potential climate impact for each region, and can be used by planners working on public health impact awareness and response capability.

Campus will meet with health experts to gather information and report on interpretation of the impact of predicted climate change such as temperature, precipitation and flooding on human health.

Campus will prepare a final written report and web-based access to climate data and model output that can be utilized by the planning team to create ad hoc impact plans and prioritize direction of resources in the capacity building phase of the climate change and public health adaptation project.

Staffing for the work to be completed on this project will be at the discretion of UNH and is expected to be appropriate to the professional skill sets required to provide a product that is at a level that is at least equal to generally acceptable national standards for climate change impact studies.

Campuswill be responsible to send staff to meetings and training required by the Building Resilience Against Climate Effects program, including but not limited to: task force meetings and workshops in order to assess data needs, discuss health impact, and present data to inform the planning process.

The data and modeling project will be closely coordinated with the DPHS program manager. This will include at least monthly phone check-ins to report progress and any barriers encountered that impact timely completion of project deliverables.

Campus Authorized Official KJ
Date 4/12/13

E. Deliverables Schedule: May 1, 2013 - December 31, 2013

Performance Measures:

Provide written monthly updates to the DPHS regarding progress on the project, and participate in monthly check-in calls to facilitate coordination and direction of the deliverables.

By October 31, 2013, complete a draft model with trend date and provide a presentation to DPHS for review and revisions.

By November 30, 2013 provide draft model presentation to the Climate and Health task force.

By December 31, 2013, provide finalized version of model and data to DPHS and post to a website accessible to the public.

F. Budget and Invoicing Instructions:

Item	FY13	FY14	Total
Salaries/Wages	$1048	$27,682	$28,730
Employee Benefits	$ 93	$ 5,858	$ 5,951
Travel	$ 250	$ 2,250	$ 2,500
Supplies & Services	$ 250	$ 2,250	$ 2,500
Facilities & Admin Costs	$ 428	$ 9,891	$10,319
Total:	$2,069	$47,931	$50,000

Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. Each State fiscal year will be invoiced sperately. Prior State approval will be required for carry forward of any unexpended funds. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Campus Authorized Official KJ
Date 4/12/13

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 .

Campus Authorized Official KJ
Date 4/12/13

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

DONALD S. HILL
Commissioner
(603) 271-3201

Approved
3-2
11/13/02

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 contact 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

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 <u>not</u> 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 <u>not</u> 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 _____ 9/16/02
Edward R. MacKay, Vice Chancellor and Treasurer — Date

FOR STATE OF NEW HAMPSHIRE:

By _____ 9/27/02
Donald S. Hill, Commissioner, Administrative Services — Date

APPROVED:

By _____ 9-18-02
For New Hampshire Office of the Attorney General — Date

APPROVED:

By _____ _____
For New Hampshire Governor and Executive Council — Date

financial

ORIGINAL

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1026000618C4

ORGANIZATION:
University of New Hampshire
18 Garrison Avenue
Durham, NH 03824

DATE:01/29/2013

FILING REF.: The preceding agreement was dated 03/27/2012

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

	EFFECTIVE PERIOD				
TYPE	FROM	TO	RATE(%)	LOCATION	APPLICABLE TO
PRED.	07/01/2012	06/30/2013	47.00	On-Campus	Research
PRED.	07/01/2013	06/30/2014	47.50	On-Campus	Research
PRED.	07/01/2012	06/30/2014	26.00	Off-Campus	Research
PRED.	07/01/2012	06/30/2014	53.50	On-Campus	Instruction
PRED.	07/01/2012	06/30/2014	26.00	Off-Campus	Instruction
PRED.	07/01/2012	06/30/2014	38.20	On-Campus	Other Sponsored Prog
PRED.	07/01/2012	06/30/2014	26.00	Off-Campus	Other Sponsored Prog
PROV.	07/01/2014	Until Amended			Use the same rates and conditions as those cited for the fiscal year ending June 30, 2014.

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*BASE

Modified total direct costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first $25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of $25,000.

ORGANIZATION: University of New Hampshire
AGREEMENT DATE: 1/29/2013

SECTION I: FRINGE BENEFIT RATES**

TYPE	FROM	TO	RATE(%)	LOCATION	APPLICABLE TO
FIXED	7/1/2012	6/30/2013	45.00	All	All Emp. (2,3,5,6)
FIXED	7/1/2012	6/30/2013	8.90	All	See Spec.Remarks (4)
FIXED	7/1/2012	6/30/2013	31.70	All	Post Doc Assoc. (8)
FIXED	7/1/2013	6/30/2014	46.30	All	All Emp. (2,3,5,6)
FIXED	7/1/2013	6/30/2014	7.90	All	See Spec.Remarks (4)
FIXED	7/1/2013	6/30/2014	29.90	All	Post Doc Assoc. (8)
PROV.	7/1/2014	Until amended	44.50	All	All Emp. (2,3,5,6)
PROV.	7/1/2014	Until amended	8.30	All	See Spec.Remarks (4)
PROV.	7/1/2014	Until amended	31.20	All	Post Doc Assoc. (8)

** DESCRIPTION OF FRINGE BENEFITS RATE BASE:
Salaries and wages.

See Special Remarks, (2) (3) (4) (5) (6) (8).

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. The fringe benefits included in the rate(s) are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

(1) The rates in this Agreement have been negotiated to reflect the administrative cap provisions of the revisions to OMB Circular A-21 published by the Office of Management and Budget on May 8, 1996. No rate affecting the institution's fiscal period beginning on or after October 1, 1991 contains total administrative cost components in excess of that 26 percent cap.

(2) Fringe benefit rate is not applicable to hourly wages, college work study wages, graduate student salaries, faculty summer salaries.

(3) Fringe benefits include: Eye Care, Early retirement, Additional Retirement Contribution, Earned Time, University Fitness Program, Federal Retirement, Medical Coverage, Other Health Costs, Other Retirement, Other Salary Based, State Retirement, Social Security, Retirement Plan Premiums, Staff and Fac. Tuition Benefits, Workmen's Compensation, Faculty Summer Fellowships, Benefits Administration, ELF, Interim Disability, Sabbatical Leave Salaries and Compensated Absences.

(4) Applicable to Non-Student hourly wages, faculty summer salaries and other exceptions to contract pay. The basic fringe benefit rate is also applicable to FICA eligible graduate student
pay.

(5) Applicable to the University System of New Hampshire.

(6) Effective 7/1/99 tuition support for dependents of University of New Hampshire employees is no longer an allowable fringe benefit expense and is not included in the approved rates.

(7) Effective 7/1/05 equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year, and an acquisition cost of $5,000 or more per unit.

(8) Post Doctoral Research and Teaching Associates rate includes item (4) and applicable health benefits.

This rate agreement updates fringe benefit rates only.

ORGANIZATION: University of New Hampshire

AGREEMENT DATE: 1/29/2013

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-21, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

BY THE INSTITUTION:

University of New Hampshire
(INSTITUTION)

(SIGNATURE)

JANE A. NISBET
(NAME)

SENIOR VICE PROVOST FOR RESEARCH
(TITLE)

1-29-2013
(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES
(AGENCY)

(SIGNATURE)

Darryl W. Mayes
(NAME)

Director, Northeastern Field Office
(TITLE)

1/29/2013
(DATE) 0572

HHS REPRESENTATIVE: Jeffrey Warren

Telephone: (212) 264-2069