



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES



OFFICE OF IMPROVEMENT, INTEGRITY, AND
INFORMATION

Nicholas A. Toumpas
Commissioner

William L. Baggeroer
Chief Information Officer

INFORMATION TECHNOLOGY UNIT

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March 18, 2010

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

APPROVED BY _____
DATE 4/28/10
PAGE 7
ITEM # 56

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Office of Improvement, Integrity and Information (OIII), to enter into a sole source agreement with the University of System of New Hampshire, Institute on Health and Public Policy (UNH-IHPP), Concord, New Hampshire (Vendor 117867) for State Level Health Information Exchange Assessment and Planning (SL HIEAP) services in an amount not to exceed \$498,754 to be effective April 1, 2010 or date of Governor and Council approval. This current contract, through June 30, 2011, shall be carried out under the terms and conditions of the Master Agreement of Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, expect as modified in this Cooperative Project Agreement.

Funding is available in SFY 2010 and 2011, by Fiscal Committee approval on March 12, 2010 (FIS 10-090) and pending Governor and Executive Council approval to accept and expend American Recovery and Reinvestment Act of 2009 funds from the United States Department of Health and Human Services, Office of the National Coordinator for Health Information Technology, with authority to adjust encumbrances between each of the State fiscal years through the Budget Office if needed and justified.

05-95-95-952010-0917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF PROGRAM SUPPORT, HEALTH INFORMATION EXCHANGE

State Fiscal Year	Class/Object Code	Class Title	Amount
2010	102-500731	Contract for Program Services	\$50,000
2011	102-500731	Contract for Program Services	<u>\$448,754</u> \$498,754

EXPLANATION

The initial Cooperative Project Agreement between DHHS and UNH-IHPP was approved on June 9, 1999 (Item No.49). DHHS has worked with this vendor through Cooperative Project Agreements dated: June 21, 2000 (Item No. 95), June 6, 2001 (Item No. 61), June 16, 2003 (Late Item No.) B), October 8, 2003 (Item No. 75), September 21, 2005 (Item No. 111), September 5, 2007 (Item No. 52), June 17, 2009 (Item No. 93) and February 9, 2010 (Item No. 54). The UNH-IHPP and DHHS have a long history of working together productively on projects that result in efficient use of State resources, and in a manner the UNH-IHPP is uniquely qualified to provide.

The purpose of this Requested Action is for the University of System of New Hampshire, Institute on Health and Public Policy (UNH-IHPP), to provide consultant, legal analysis, and technical services to the State Level Health Information Exchange Assessment, Planning and Design Project (SL HIEAPD), which is funded by a American Recovery and Reinvestment Act of 2009 Grant through the United States Department of Health and Human Services, Office of the National Coordinator for Health Information Technology.

The SL HIEAPD is a four-year initiative lead by the NH Department of Health and Human Services (NH DHHS) to plan and implement a New Hampshire health information exchange system (NH HIE). The goal of the project is to establish a mechanism to electronically link health care providers in order to share patient-centric information in a timely, secure, and confidential manner. NH is well positioned to undertake this task, in that many NH providers are using electronic medical records but lack the connectivity needed for the universal sharing of this information.

Evidence suggests that such sharing will improve health outcomes, reduce the rate of medical errors, and help to control health care costs. NH DHHS will approach this project by developing both a strategic plan and an operational plan. The strategic plan will define the project vision, goals, objectives, and strategies that will guide the creation of the NH HIE. This strategic plan will be created in concert with key stakeholders (including, but not limited to, health care practitioners, insurers, legislators, pharmacists, long term care providers, and privacy advocates) and will include specific opportunities for public input. The strategic plan will address key components needed for the successful operation of an HIE, including governance, financial, technical infrastructure, business/technical operations, and legal/policy matters. Once a strategic direction is established, an operational plan will be prepared that will describe in detail how the strategic plan will be executed. As part of the planning process, consideration will be given to partnering with neighboring states who already have an HIE program. The implementation of the NH HIE will be phased in over several years. The initial implementation towards a statewide HIE capability is expected to occur before January 1, 2012.

This agreement was not competitively bid. The University of New Hampshire was selected to complete this Scope of Services without formal requests for proposal because: (a) it is New Hampshire's State-supported University and (b) the DHHS, in cooperation with the University, has established and supported the development of the UNH-IHPP for the purpose of providing the State with this type of technical assistance and support. As a primary educational facility for health care workforce in the State, the University is uniquely qualified to assume this responsibility.

Geographic Area to be Served: Statewide.

Source of Funds: The current agreement is funded by 100% ARRA Federal Funds.

In the event that the federal funds become no longer available, general funds will not be requested to support this service.

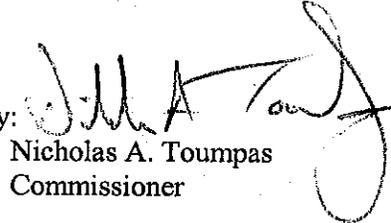
Respectfully submitted,



William L. Baggeroer (son)

Chief Information Officer

Approved by:



Nicholas A. Toumpas
Commissioner

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 6/30/11. 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: **DHHS NH Health Information Exchange Planning and Implement Project**

- 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: Grant Beckman
 Address: NH Dept. of Health & Human Services
 129 Pleasant Street
 Concord, NH 03301
 Phone: 271-7101

Campus Project Administrator

Name: Kelly J. Marti
 Address: UNH Sponsored Research
 51 College Rd., Svc. Bldg., Rm. 116
 Durham, NH 03824
 Phone: 862-1221

- 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: William Baggeroer
 Address: NH Dept. of Health & Human Services
 129 Pleasant Street
 Concord, NH 03301
 Phone: 271-8160

Campus Project Director

Name: Patrick Miller
 Address: NHHPP/CHHS
 4 Library Way, Room 202
 Hewitt Hall
 Durham, NH 03824
 Phone: 862-5031

Campus Authorized Official *[Signature]*
Date 3/18/10

F. Total State funds in the amount of \$498,754 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. **EP-HIT-09-001** from **Health and Human Services, Office of the National Coordinator for Health Information Technology** under CFDA# **93.719**. 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.

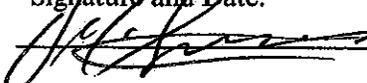
By An Authorized Official of:

University of New Hampshire

Name: Victor G. Sosa

Title: Manager of Research Administration

Signature and Date:

 3-18-10

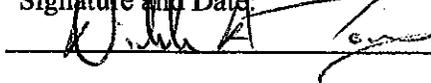
By An Authorized Official of:

Dept. of Health and Human Services

Name: Nicholas Toumpas

Title: Commissioner

Signature and Date:

 3/18/10

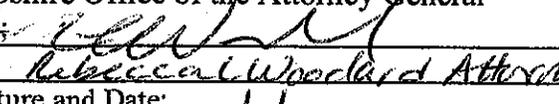
By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name:

Title: Rebecca L. Woodward Attorney

Signature and Date:


4/1/10

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** NH Health Information Exchange Planning and Implementation Project (HIEPI)
- B. Project Period:** Date of Governor & Executive Council (G&C) Approval through June 30, 2011
- C. Objectives:** To provide consultant, legal analysis, and technical services to the HIEPI project to enable it to meet its goals and deliverables related to establishing a State Level Health Information Exchange capability for the State of New Hampshire.
- D. Scope of Work:** All work requires prior authorization/approval by the New Hampshire Department of Health and Human Services.
1. Develop and implement a survey of all New Hampshire providers to assess their current information technology adoption, health information exchange capacity, and other technology capabilities. Additionally, the survey will capture those providers who lack technology and assess what technology they believe that they need. This information will be used to develop the HIEPI project in establishing the New Hampshire HIE Strategic Plan required to meet the needs of the Federal Cooperative Agreement Program, which is funding the project. In addition, the survey will include a high level overview of the HIE capacity, usage and plans in the neighboring states of Vermont, Maine, and Massachusetts and a list and description of the key HIT and HIE projects and initiatives within New Hampshire and those neighboring states.
 2. Provide HIT/HIE subject matter expertise from Campus to assist, guide, and provide advisement on all aspects of the project.
 3. Provide legal analysis to the HIEPI project team on local and national privacy and security legislation that exists and needs to be developed in New Hampshire, as well as coordinate for New Hampshire the analysis of privacy and security policies between New Hampshire's three bordering states.
 4. Provide project management services to assist the HIEPI Project Team. Such services may include the development of project work plans, the development and maintenance of project issues lists, and the facilitation of work groups tasked with supporting HIEPI's ongoing work group structure.
 5. Provide technical services to assist the HIEPI Project Team during the planning and implementation phases of the project. The consultant(s) may be used to conduct information technology review of HIE technical infrastructure design and assist in the HIE Technology Solution procurement phase by assisting in the writing of a Request for Proposal as well as development of the scoring criteria and participating in the vendor(s) selection process.
 6. Provide programmatic assistance using Campus personnel assigned to this project.
- E. Deliverables Schedule:** No work under this agreement shall commence prior to April 1, 2010.
1. HIT Survey
 - a. Catalogue of New Hampshire Healthcare Providers and Practitioners
 - b. HIT Survey of New Hampshire Healthcare Providers
 - c. Detail Survey Results Database
 2. HIT – HIE Subject Matter Expert Advice and Analysis
 - a. HIE in Neighboring States - A high level overview of the HIE capacity, usage and plans in Vermont, Maine and Massachusetts.

- b. Inventory of Related Projects and Initiatives within New Hampshire and Neighboring States - List and describe the key HIT and HIE Projects and initiatives within New Hampshire and its neighboring states (Vermont, Maine and Massachusetts).
 - c. Other deliverables to be determined during the project.
3. Local, Regional, and National Privacy and Security Policies Analysis
 4. Project Management Assistance
 - a. Specific deliverables to be determined during the project.
 - b. May include project management documents such as project plans, status reports, and risk / issue logs.
 5. IT Technical Assistance
 - a. Specific deliverables to be determined during the project.
 - b. May include technical reviews of HIE Strategic and Operation Plans - technical infrastructure, security, etc.
 - c. May assist in the development of a Request for Proposal for HIE Technology Solution selection.
 6. Programmatic Support
 - a. Specific deliverables to be determined during the project.

F. Budget and Invoicing Instructions:

Budget Items	4/1/10	4/1/11	Total
1. Salaries & Wages	45,205	68,840	114,045
2. Employee Fringe Benefits	17,582	28,947	46,529
3. Travel	1,250	5,000	6,250
4. Supplies and Services	181,650	85,225	266,875
5. Equipment	0	0	0
6. Facilities & Admin Costs	36,853	28,202	65,055
Subtotals	282,540	216,214	498,754

Total Project Costs: 498,754

HIEPI Project Budget

Approved by the Office of the National Coordinator
for Health Information Technology

CFDA Number: 93.719

Category#	Description	Amount
1	UNH-HIT/HIE Expertise	\$50,000
2	UNH-Survey	\$120,000
3	UNH-Legal	\$100,000
4	UNH-Project Management	\$100,000
5	UNH-IT Architecture	\$50,000
6	UNH-Admin/Other	\$78,754
Total		\$498,754

Expenditures for the HIEPI Project can not exceed \$75,000, until the Office of the National Coordinator for Health Information Technology approves the Strategic and Operational Plans.

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 total project expenses incurred during the invoicing period. The invoices will detail the deliverables provided based on Categories listed in the HIEPI Budget as approved by the Office of the National Coordinator for Health Information Technology. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date.

Payments shall be sent to:

NH DHHS

Office of Improvement, Integrity and Information

Attn: Grant Beckman

129 Pleasant Street

Concord, NH 03301

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 **ARRA Terms & Conditions Exhibit C.**

Exhibit C

American Recovery and Reinvestment Act Standard Terms

Notwithstanding any provision of this Agreement to the contrary, the following terms and conditions shall govern and take precedence over any conflicting provision in this Agreement.

1. The Contractor / Grantee shall obtain a DUNS number (www.dnb.com), and register with the Central Contractor Registry (CCR, www.ccr.gov). The Contractor/ Grantee shall require any subcontractor/subgrantee to obtain a DUNS number.
2. The Contractor / Grantee agrees to advertise any sub-contract/sub-grant opportunity arising from this contract/grant to be paid for with American Recovery and Reinvestment Act funds on the State of New Hampshire, Department of Administrative Services "Bidding Opportunities" web site, by completing a bid description form available at: http://www.sunspot.admin.state.nh.us/statecontracting/Documents/bid_form.doc and submitting it to the Contracting Officer or Grant Manager who will submit the form to purchweb@nh.gov. The bid description form may also be obtained in person from the Office of Economic Stimulus at the State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301, by U.S. mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301. Requests can be made by phone, (603) 271-2121, or by email, NHOES@nh.gov.

The Contractor/Grantee, upon entering into any sub-contract/sub-grant to be paid for with American Recovery and Reinvestment Act funds received through this contract/grant for the purpose of carrying out this agreement, agrees to provide the Contracting Officer/Grant Manager and the Office of Economic Stimulus with a redacted PDF or paper copies of the executed sub-contracts/sub-grants. A copy may be submitted by e-mail to NHOES@nh.gov or by U.S. Mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301 or by delivery to the Office of Economic Stimulus, State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301. The copies provided to the State shall have any proprietary or non-public information, the disclosure of which would constitute an invasion of privacy, redacted. All contracts/grants awarded using American Recovery and Reinvestment Act funds will be posted on the NH Recovery web site and may be posted on the federal Recovery.gov web site.

3. All subcontracts / subgrants of the Contractor / Grantee shall require the recipient to provide the Contractor / Grantee with an estimate of the number of jobs created / retained as a result of the sub-contract(s) / sub-grant(s). This number should include jobs created / retained at the subcontractor / subgrantee, and any of its subcontractors / vendors. The jobs created / retained number shall be expressed as "full-time equivalent" (FTE), calculated quarterly as all hours worked in that quarter that are or will be paid for with ARRA funding divided by the total number of hours in a full-time schedule in that quarter, as defined by the recipient.

4. The Contractor / Grantee shall comply, and require any sub-contractor / sub-grantee to comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Contractor / Grantee / sub-contractor and sub-grantee, including, but not limited to complying with applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and applicable federal, rules, orders, regulations and guidelines issued pursuant thereto, as amended from time to time.

Section 1512 Reporting:

ARRA imposes transparency, oversight and accountability requirements, including, without limitation, the Section 1512 reporting requirements (Jobs Accountability Act)

Definitions. As used in this Section 1512 reporting clause, the following terms have the meaning set forth below:

Contract: means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications, grants, and cooperative agreements.

Prime Recipient: means a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government. The prime recipient is the organization which contracts/grants with the Contractor / Grantee.

Sub-Recipient: means any entity receiving ARRA funding from a prime recipient where the contract / grant is made to carry out the underlying purpose of the federal ARRA program. ARRA provisions shall be made applicable through the sub-contract or sub-grant agreement between the prime recipient and sub-recipient. A Contractor / Grantee may be considered a sub-recipient of ARRA funding.

Vendor: means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or sub-recipients may purchase goods or services needed to carry out the ARRA project or program from vendors. Vendors are not awarded funds by the same means as sub-recipients and are not subject to the terms and conditions of the Federal financial assistance award.

The characteristics of a vendor that make it distinct from a Contractor / Grantee are that a vendor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods and services to many different purchasers;
- (3) Operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program.

Jobs created / retained: means any position at the Contractor / Grantee, sub-contractor(s), sub-grantee(s) and vendors whose salary is paid for with ARRA funding. This definition covers positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated quarterly as all hours worked in that quarter that are or will be paid for with ARRA funds divided by the total number of hours in a full-time schedule in that quarter, as defined by the Contractor / Grantee. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE.

Primary Place of Performance: means the physical location of the projects funded by the contract / grant.

Total compensation: means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation that is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

Responsibilities.

Upon award, the Contracting Officer / Grant Manager / prime recipient shall provide the Contractor / Grantee with a Microsoft Excel spreadsheet containing all appropriate Section 1512 data elements. The Contractor / Grantee shall provide the data needed for Section 1512 reporting on an ongoing monthly basis, no later than the fifth day of each month, to the Contracting Officer / Grant Officer / prime recipient in the format defined by the Contracting Officer / Grant Manager / prime recipient. The report format may be changed over time if

EXHIBIT C TO P-37 (ARRA PROVISIONS)

the federal government issues guidance or establishes requirements for a different format. Each report is cumulative for the life of the ARRA project / activity, with the exception of jobs created / retained and vendor data elements, calculated per quarter. The Contractor / Grantee shall implement appropriate internal control measures to ensure accurate and complete information for its monthly and quarterly reporting requirements.

Beginning on October 10th, 2009, for the life of the ARRA project, the federal government is requiring ongoing quarterly reporting. Federal reporting data entry will be made through federalreporting.gov, which was launched on August 17th, 2009. The Contracting Officer / Grant Manager / prime recipient may choose to either directly submit information into federalreporting.gov for the Contractor / Grantee, or the Contracting Officer / Grant Manager / prime recipient may delegate reporting responsibility to the subcontractor / subgrantee to directly submit its sub-recipient project data into the central reporting solution at www.federalreporting.gov. If the prime recipient delegates reporting responsibility to the Contractor / Grantee, the Contractor / Grantee must register with the CCR at <http://www.bpn.gov/ccr/Start.aspx>. The Section 1512 reporting data elements will remain the same as those for New Hampshire monthly reporting. The Contractor / Grantee shall, in concert with the Contracting Officer / Grant Manager / Prime Recipient, ensure timely reporting to federalreporting.gov and / or the state agency contracting with / granting to the Contractor / Grantee.

The Contractor / Grantee agrees to provide the Contracting Officer / Grant Manager / prime recipient with the following data required by the Federal Funding Accountability and Transparency Act, 31 U.S.C. 6101 (FFATA Data Elements) through the spreadsheet provided by the Contracting Officer / Grant Manager / prime recipient:

- (1) The name and address of the entity receiving the award (must match the name used for establishing the entity's DUNS number);
- (2) The amount of the contract / grant disbursed to the Contractor / Grantee by the Contracting Officer / Grant Manager / prime recipient. This is the cumulative amount of cash disbursed to the Contractor / Grantee as of the reporting period end date;
- (3) The ultimate contract / grant value;
- (4) The primary place of performance of the award, including the address, city, State, congressional district, and zip code;
- (5) The DUNS number of the Contractor / Grantee;
- (6) The award date;
- (7) The grant / award number from the contract / grant document
- (8) If the Contractor / Grantee meets the criteria set forth below, the names and total compensation of each of the five most highly compensated officers of the Contractor / Grantee for the calendar year in which the contract / grant is awarded. This requirement applies only if:
 - (i) In the Contractor / Grantee's preceding fiscal year, the Contractor / Grantee received—

- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) The public does not have access to information about the compensation of the senior executives 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.
- (9) Any other relevant information specified by the Office of Management and Budget ("OMB").

This contract / grant requires the Contractor / Grantee to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each Contractor / Grantee to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

Reports from contractors / grantees for all work funded, in whole or in part, by the Recovery Act are due no later than the fifth day of each month.

The Contractor / Grantee shall report the following additional information, along with the FFATA Data Elements, to the Contracting Officer / Grant Manager / prime recipient identified in this contract / grant in an Excel spreadsheet or paper report in the form provided by the prime recipient. The State agrees to provide the Contractor / Grantee with a report form that has pre-filled the data elements known to the Contracting Officer / Grant Manager / prime recipient:

- (1) A description of the overall purpose and expected outcomes or results of the contract / grant, including significant deliverables and, if appropriate, associated units of measure;
- (2) An assessment of the Contractor / Grantee's progress towards the completion of the overall purpose and expected outcomes or results of the contract / grant (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract / grant (or portion thereof) funded by the Recovery Act;
- (3) An estimate of the number of jobs created or retained in that quarter by the Contractor / Grantee, inclusive of any jobs created / retained at its sub-contractors / sub-grantees and vendors, in the United States and outlying areas. A job created or retained is defined as any position, created or retained, paid for with ARRA funding;
- (4) The name, zip code and payment amounts to any vendor over \$25,000; the aggregate number and total amount paid to vendors under \$25,000, in that quarter;
- (5) The total amount of the contract / grant disbursed by the Contracting Officer / Grant Manager / prime recipient to the Contractor / Grantee as of the reporting period end date.

Inspection:

The Contractor / Grantee agrees that the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire shall have access to and the right to:

- (1) Examine any of the Contractor's / Grantee's or any subcontractor's / sub-grantee's records that pertain to and involve transactions relating to this contract/grant or a subcontract/sub-grant hereunder; and
- (2) Interview any officer or employee regarding such transactions. The Contractor / Grantee shall insert a clause containing all the terms of this section, including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.

Whistleblower Protection Notice:

ARRA Section 1553 establishes whistleblower protections that apply to the Contractor / Grantee, and any sub-contractor/subgrantee pursuant to this agreement. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The Contractor shall include the substance of this clause including this paragraph in all subcontracts. The posted notice required by this clause shall include contact information to report fraud, waste, or abuse to the Inspector General of the federal department that is the source of the ARRA funds for this contract/grant, fraud to the New Hampshire Attorney General's Office Criminal Bureau, and waste or abuse to the Office of Economic Stimulus. A notice for this purpose is available at <http://www.nh.gov/recovery/>.

5. The Contractor / Grantee agrees to comply with the Emergency Economic Stabilization Act of 2008 requirements (as amended in Section 1608 of the Recovery Act), 12 U.S.C. 5217(b), which provide for the inclusion and utilization, to the maximum extent practicable, of minorities (as such term is defined in section 1204(c) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. 1811 note)) and women, and minority- and women-owned businesses (as such terms are defined in 12 U.S.C. 1441a(r)(4) of this title), and individuals with disabilities and businesses owned by individuals with disabilities;
6. The Contractor / Grantee agrees to comply with the National Environmental Policy Act of 1969 (P.L. 91-190) requirements in Section 1609, including requirements for plans and projects to be reviewed and documented in accordance with those processes; and Executive Order 11514; notification of violating facilities pursuant to Executive Order 11738; protection of wetlands pursuant to Executive Order 11990 and State law; evaluation of flood

hazards in floodplains in accordance with Executive Order 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

7. The Contractor / Grantee agrees to comply with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance, and all State and federal anti-discrimination statutes including but not limited to: Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; the Age Discrimination Act of 1975 as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; Executive Order 11246; any other nondiscrimination provisions in ARRA, and any program-specific statutes with anti-discrimination requirements; as well as generally applicable civil rights laws including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; the Americans With Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*, relating to employment rights and preventing employment discrimination; the Equal Educational Opportunities Act, 20 U.S.C. § 1703, prohibiting denial of an equal educational opportunity to an individual on account of his or her race, color, sex, or national origin; the Age Discrimination in Employment Act, 29 U.S.C. § 634, prohibiting age discrimination against persons 40 years of age or older; the Uniform Relocation Act, 42 U.S.C.A. § 4601 *et seq.*, establishing uniform policies to compensate people displaced from their homes or businesses by state and local government programs; and New Hampshire Revised Statutes Annotated Chapter 354-A, prohibiting certain discrimination in employment, in places of public accommodation and in housing accommodations.

8. The Contractor / Grantee agrees to comply with 40 U.S.C. §§ 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. §§ 51-58, Anti-Kickback Act of 1986; 41 U.S.C. § 265 and 10 U.S.C. § 2409 relating to whistleblower protections; the Hatch Act, 5 U.S.C. §§1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds; and the

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Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§401 *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

9. The Contractor / Grantee agrees to comply with 31 U.S.C. § 1352, relating to limitations on the use of appropriated funds to influence certain Federal contracts and New Hampshire Revised Statute Annotated 15:5 which prohibits to use of funds appropriated or granted by the State for lobbying or electioneering.

Limitations on the use of federal Grant or Contract Funds for Lobbying:

a. The law prohibits Federal funds from being expended by the recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement is also covered.

b. Federal-aid contractors, consultants, and grant recipients as well as lower tier subcontractors, sub-consultants, and grant sub-recipients are also subject to the lobbying prohibition.

c. To assure compliance, for any contract or grant, including any sub-contract or grant exceeding \$100,000 the Contractor / Grantee and sub-contractor/sub-grantee must submit and update as required a "Disclosure of Lobbying Activities" form, (OMB Standard Form LLL), available at <http://www.nh.gov/recovery/library/index.htm>.

1. During the grant or contract period, contractors/grantees and sub-contractors/sub-grantees must file disclosure form (Standard Form LLL) at the end of each calendar year in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form.

2. Lower tier certifications should be maintained by the next tier above (i.e. prime contractors/grantees will keep the subcontractors/sub-grantee's certification on file, etc.)

3. Standard Form LLL will be provided during contract execution for utilization during the required contract period.

Funds appropriated under the ARRA can, under certain circumstances, be used for grants to nonprofit organizations. However, grants cannot be awarded to a nonprofit organization classified by the Internal Revenue Service as a 501(c)(4) organization unless that organization certifies that it will not engage in lobbying activities, even with their own funds (see Section 18 of the Lobbying Disclosure Act, 2 U.S.C.A § 1611).

10. The Contractor / Grantee agrees to comply with The National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et seq.*); and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.

11. The Contractor / Grantee, and any subcontractor/subgrantee, shall immediately refer to an appropriate inspector general within the U.S. Department of Department of Health and Human Services, Office of the Inspector General, and to the Public Integrity Unit of the New Hampshire Attorney General's Office (603) 271-3671, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or subgrantee, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

The Contractor / Grantee, and any subcontractor/subgrantee agree to maintain at each worksite and location of work funded by this Agreement a poster describing how to report fraud, waste, or abuse of ARRA funds. A model poster for this purpose, which also incorporates the whistleblower notice requirements, is available at <http://www.nh.gov/recovery/>.

12. Any funding provided to the Contractor / Grantee pursuant to the Recovery Act that is supplemental to an existing grant is one-time funding.

13. The Recovery Act funds are not eligible for costs incurred prior to the date of obligation.

14. The Contractor / Grantee agrees that in compliance with ARRA section 1604 none of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

15. The Contractor / Grantee agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with 2 CFR 215, subpart ____. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, the Contractor / Grantee agree to maintain records that identify adequately the source and application of Recovery Act funds.

For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

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Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General, the Government Accountability Office, and the State of New Hampshire.

Where applicable, Recipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

16. Debarment. The Contractor / Grantee by signing this Agreement certifies that the Contractor / Grantee, including all principals, is not currently under debarment or suspension and has not been under debarment or suspension within the past three years, as required by 49 CFR 29.510. The Contractor / Grantee agrees to notify the Contracting Officer/Grant Manager within 30 days of being debarred or suspended from federal government contracts.

17. The Contractor / Grantee certifies by entering into this contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this Agreement.

18. The Contractor / Grantee agrees to comply with the prohibitions on the giving of gifts to public officials established by RSA chapter 15-B.

19. The Contractor / Grantee agrees to post any job openings resulting from this contract/grant on the Department of Employment Security NHWorks Job Match System, available at <https://nhworksjobmatch.nhes.nh.gov/>.

20. The Contractor / Grantee shall cause the provisions of this Exhibit C of the General Provisions to be inserted in all subcontracts for any work or project activities covered by this Agreement so that the provisions will be binding on each subcontractor or subgrantee. The Contractor / Grantee shall take such action with respect to any subcontract as the State, or, the United States, may direct as a means of enforcing such provisions, including without limitation, sanctions for noncompliance.

