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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF INFORMATION SERVICES

MAR 25 13 11:11 AM



Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-8160 1-800-852-3345 Ext. 8160
Fax: 271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

William L. Baggeroer
Chief Information
Officer/Director

Sally Soure

March 13, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Information Services, to amend a **Sole Source** agreement (Purchase Order# 1021683) with the New Hampshire Health Information Organization Corporation, 125 Airport Road, Concord, New Hampshire (Vendor#225807) to continue developing and operate a state level Health Information Exchange in New Hampshire. This amendment will increase the price limitation by \$82,781 from \$3,774,640 to an amount not to exceed \$3,857,421 and extend the completion date from June 30, 2013 to March 31, 2014, effective April 3, 2013 or date of Governor and Council approval, which ever is later. The Governor and Executive Council approved the original contract on February 8, 2012 that was tabled on January 11, 2012, item#46. Funds are available in State Fiscal Year 2013 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts between State Fiscal Years if needed and justified.

100% FED

**05-95-95-954010-0917, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC,
HHS: COMMISSIONER, OFFICE OF INFORMATION SERVICES, HEALTH INFORMATION
EXCHANGE FEDERAL FUNDS**

State	Current	Decrease/	Revised
Fiscal Year	Contract	Increase	Contract
Class/Object	Amount	Amount	Amount
2012. 102-500731 Contract for Program Services	\$1,201,872	\$0	\$1,201,872
2013 102-500731 Contract for Program Services	\$2,572,768	\$0	\$2,572,768
2014 102-500731 Contract for Program Services	<u>\$0</u>	<u>\$82,781</u>	<u>\$82,781</u>
	\$3,774,640	\$82,781	\$3,857,421

EXPLANATION

Pursuant to Chapter 232 (House Bill 489), Laws of 2011, the New Hampshire Health Information Organization Corporation was formed that seeks to establish both an intra-state (within New Hampshire) and an inter-state (across states) capable Health Information Exchange. Chapter 232 (House Bill 489), Laws of 2011 requires the Department Of Health And Human Services Commissioner to enter into a contract with the health information organization. A sole source contract with the New Hampshire Health Information Organization Corporation is requested to continue the progress toward developing a Health Information Exchange and to comply with Chapter 232 (House Bill 489). The purpose of this Amendment is to extend the duration of the contract until the end of the Office of the National Coordinator for Health Information Technology's project period. In addition, this Amendment will expand the Scope of Services by adding that the New Hampshire Information Organization shall provide assistance to meet the Administrative Requirements of the Office of the National Coordinator for Health Information Technology, State Health Information Exchange Cooperative Agreement Program as requested by the Department of Health and Human Services through Supplemental Work Orders. This Cooperative Agreement Program provides the primary funding source for the Department of Health and Human Services to enter into this contract with the New Hampshire Health Information Organization, and Office of the National Coordinator for Health Information Technology Cooperative Agreement Program Administrative Requirements must be met in order to be eligible for federal funds.

On February 17, 2009, the President signed the American Recovery and Reinvestment Act of 2009. This statute includes The Health Information Technology for Economic and Clinical Health Act of 2009 that sets forth a plan for advancing the appropriate use of health Information Technology to improve quality of care and establish a foundation for health care reform. The Office of the National Coordinator for Health Information Technology within the U.S. Department of Health and Human Services serves as the principal federal entity charged with coordinating the overall effort to implement a nationwide Health Information Technology infrastructure that allows for the electronic use and exchange of health information.

The Health Information Technology for Economic and Clinical Health Act of 2009 authorized the establishment of several new grant programs that provide resources to pursue establishment of a nationwide Health Information Technology infrastructure. These funding programs include the Health Information Technology Extension Program, the Information Technology Professionals in Health Care, and the State Health Information Exchange Cooperative Agreements Program. Governor John Lynch in April of 2009 designated the Department of Health and Human Services as the State Designated Entity to pursue funding from the State Health Information Exchange Cooperative Agreement. The Office of the National Coordinator for Health Information Technology approved the Department of Health and Human Services' Cooperative Agreement application on February 8, 2010 awarding \$5,457,856 in federal funds toward the establishment of a Health Information Exchange in New Hampshire.

The intent of the contract between the Department of Health and Human Services and the New Hampshire Health Information Organization Corporation is to allow for the transition of the implementation and operation of New Hampshire's Health Information Exchange from the Department of Health and Human Services to the New Hampshire Health Information Organization Corporation. Through a continuing collaborative process, the Department of Health and Human Services has been supporting the development of the New Hampshire Health Information Organization Corporation in pursuit of establishing a Health Information Exchange in New Hampshire.

If the contract with the New Hampshire Health Information Organization Corporation is not approved, the Department of Health and Human Services would not comply with Chapter 232 (House Bill 489), Laws of 2011, and would be in violation of State law. In addition, without this contract to fund the start up costs of the New Hampshire Health Information Organization Corporation, the New Hampshire Health Information Organization Corporation would not be able to provide Health Information Exchange services to New Hampshire healthcare providers and the benefits to be derived from those services would not be achieved. The lost benefits include: 1. Reduction of the overall costs of providing healthcare services in New Hampshire, 2. Improving the quality of healthcare and patient safety for all New Hampshire citizens, 3. Improving the quality and timely access of patient information and reducing the number of medical problems due to medical errors, 4. Delivering better access to care regardless of the location of the patient, 5. Improving privacy and security of medical records, and 6. Reducing the administrative costs associated with sharing of medial records through such efforts as information technology standardization and reduction paper transaction processing. Furthermore, if the contract with the New Hampshire Health Information Organization Corporation is not approved at this time, the Department of Health and Human Services is at risk for not meeting federally required milestones that could result in a loss of federal funds from the Department's Health Information Exchange Cooperative Agreement Program which is the primary funding source for establishing a state-level health information exchange in New Hampshire.

Source of Funds: 100% federal funds.

Geographic Area to be Served: Statewide.

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

Respectfully submitted,



William L. Baggeroer
Chief Information Officer/Director

Approved by: 
Nicholas A. Toumpas
Commissioner

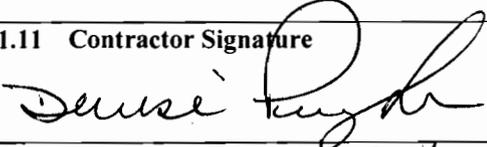
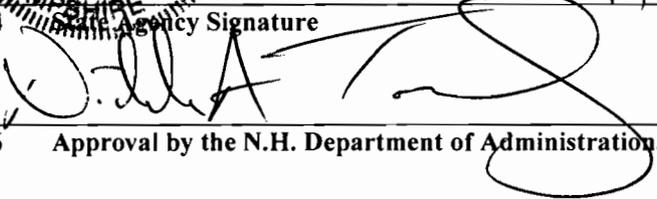
Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name New Hampshire Health Information Organization		1.4 Contractor Address 125 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-0900	1.6 Account Number 010-095-09170000-500731	1.7 Completion Date 3/31/2014	1.8 Price Limitation \$3,857,421
1.9 Contracting Officer for State Agency Nicholas Toumpas, Commissioner		1.10 State Agency Telephone Number (603) 271-9446	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Denise Purington, NHHIO Board Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/28/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
Name and Title of Notary or Justice of the Peace Carole A. Mack, Adm. Asst.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Commissioner Nicholas A. Toumpas	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Janet P. Herick, Attorney</u> On: <u>21 March 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: DFP
Date: 3/18/13

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: DP
Date: 3/8/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Contract between the Department of Health and Human Services and the New Hampshire Health Information Organization Corporation

Amendment 1

DP This 1st Amendment to the DHHS NHHIO Contract (hereinafter referred to as Amendment 1) dated this ~~13th~~ day of March 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or the "Department" or "DHHS") and the New Hampshire Health Information Organization Corporation, (hereinafter "NHHIO" and/or "the Contractor") with a place of business at 125 Airport Road, Concord, NH 03301.

WHEREAS, pursuant to the Contract approved by Governor and Executive Council, on February 8, 2012, (Item #46), the Contractor agrees to supply certain services upon the terms and conditions specified in the Contract and in consideration of certain sums as specified therein; and

WHEREAS, the Contractor and the Department have agreed to amend the Contract in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as provided herein, all provisions of the Contract shall remain in full force and effect. This modification shall take effect on March 6, 2013, or upon the approval of the Governor and Executive Council, whichever is later.
2. **General Provisions, Form P-37 (1/09)** is hereby amended as follows:
 - Block 1.7 titled, Completion Date, is changed from June 30, 2013 to March 31, 2014
 - Block 1.8, titled, Price Limitation, is changed from \$3,774,640 to \$3,857,421.
3. **Exhibit A**
Exhibit A shall replace in its entirety the original Exhibit A, and shall be in effect through March 31, 2014.
4. **Exhibit B**
Exhibit B shall be replaced in its entirety the original Exhibit B, and shall be in effect through March 31, 2014.

Contractor initials, *DP*

Date: 3/13/13

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Kirsten Platte, Board Secretary, do hereby certify that:
(Name of Clerk of the Corporation: cannot be contract signatory)

1. I am a duly elected Clerk of New Hampshire Health Information Organization Corporation
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 3/13/13:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, DHHS, for the provision of
Health Information Exchange Implementation services.

RESOLVED: That the Board Chair, Denise Purington
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 18th day of March, 2013.
(Date Contract Signed)
4. Denise Purington is the duly elected
Board Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Kirsten Platte
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 20th day of March, 2013.

By Kirsten Platte
(Name of Clerk of the Corporation)

Roberta Jane Arquette
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/8/13

ROBERTA JANE ARQUETTE
Notary Public - New Hampshire
My Commission Expires October 8, 2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Serv of MA, Inc 12 Gill Street Suite 5500 P.O. Box 4043 Woburn, MA 01888	CONTACT NAME: Tracy Saraceni PHONE (A/C, No, Ext): 781-939-2052 E-MAIL ADDRESS: Tracy.Saraceni@usi.biz	FAX (A/C, No): 781-376-5035	
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd		NAIC # 11000
INSURED New Hampshire Health Information Organization 125 Airport Road Concord, NH 03301	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			08SBAJZ3389	05/02/2012	05/02/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS			08SBAJZ3389	05/02/2012	05/02/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			08SBAJZ3389	05/02/2012	05/02/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 New Hampshire Hospital Association shall be listed as additional insured with respect to operations and/or work performed and/or completed by the named insured as required by written contract.

CERTIFICATE HOLDER New Hampshire Hospital Association 125 Airport Road Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

IN WITNESS WHEREOF, the parties have set their hands as of the dates written below.

State of New Hampshire
Office of Information Services

Date 3/13/2013

William L. Baggeroer
William L. Baggeroer
Director

State of New Hampshire
Department of Health and Human Services

Date 3/13/2013

Approved by: Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

New Hampshire Health Information Organization Corporation

Date 3/13/2013

Denise Purington
Denise Purington
Chair

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 13 day of March 2013, before me, Debra L. Temple the undersigned officer, personally appeared Denise Purington who acknowledged himself/herself to be a Chairperson of Board of The New Hampshire Health Information Organization Corporation, and that he/she, as such Denise Purington being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Principal. Denise Purington

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Debra L. Temple
Notary Public/Justice of the Peace

DEBRA L. TEMPLE
Notary Public - New Hampshire
My Commission Expires January 27, 2015

Contractor initials DP
Date: 3-13-13

My commission expires: _____

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

By: Walter P. Hentick
Walter P. Hentick, Attorney
Date: 21 Mar. 2013

I hereby certify that the foregoing contract was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____
Title: _____
Date: _____

Contractor initials DP
Date: 3/13/13

Exhibit A
Amended March 2013
Scope of Services

CONTRACT PERIOD: February 8, 2012 through March 31, 2014

CONTRACTOR:

NAME: New Hampshire Health Information Organization Corporation (NHHIO)
ADDRESS: 125 Airport Road
Concord, NH 03301

GOVERNING DOCUMENTS

This Agreement consists of the standard forms contract (Form P-37), all exhibits A through H, and Attachment A: American Recovery and Reinvestment Act of 2009, Title XIII - Health Information Technology, Subtitle B—Incentives for the Use of Health Information Technology, Section 3013, State Grants to Promote Health Information Technology (ARRA Incentives), Attachment B: State Health Information Exchange Cooperative Agreement Program, Funding Opportunity Announcement (ONC HIE FOA), Attachment C: American Recovery and Reinvestment Act Standard Terms (ARRA Standard Terms) and Attachment D: New Hampshire Health Information Exchange Strategic and Operational Plan (NH HIE SOP). It is expressly agreed and understood that all conditions contained in the referenced attached Attachments and Exhibits, unless otherwise noted, are included and incorporated under this Agreement.

Notwithstanding the foregoing, Contractor is only obligated to comply with the terms of Exhibits D through H if and to the extent that the laws and regulations identified therein actually apply to Contractor.

This Agreement, including those attachments, schedules, appendices, exhibits, and addenda that have been specifically incorporated herein and maintained on file by the New Hampshire Department of Health and Human Services (referred to as Department of Health and Human Services or DHHS in this contract) pursuant to this Agreement, contains all the terms and conditions agreed upon by the parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties or vary any of the terms contained in this Agreement. Attachments A through D shall be maintained on file by Department of Health and Human Services. It is the intent of the parties that the Department of Health and Human Services and New Hampshire Health Information Organization Corporation will work collaboratively toward the common goal of implementation of a functional Health Information Exchange in accord with this contract and the standards set forth in Attachments A through E with Department of Health and Human Services having

responsibility as grantee until such time as the Cooperative Agreement is completed. In the event of any inconsistency or conflict among the document elements of this Agreement, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: Form P-37, then the accompanying Exhibits A through H each of which stands on its own.

BACKGROUND AND INTENT

The Department of Health and Human Services has received an award (ONC Award) from the Office of the National Coordinator for Health Information Technology (ONC) that is funded through the American Recovery and Reinvestment Act of 2009 (ARRA), Title XIII – Health Information Technology, Subtitle B – Incentives for the Use of Health Information Technology, Section 3013, State Grants to Promote Health Information Technology, State Health Information Exchange Cooperative Agreement Program. The purpose of the ONC Award is to promote the establishment of a Health Information Exchange (HIE) that shall advance mechanisms for information sharing across the health care system. The Department of Health and Human Services established the Health Information Exchange Planning and Implementation Project to pursue development of a Health Information Exchange in New Hampshire through creating the New Hampshire Strategic and Operational Plan that was developed through the collaboration of stakeholders from across New Hampshire's health care community.

The New Hampshire Health Information Exchange Strategic and Operational Plan recommended that a legislatively established 501(c)(3) non-profit organization be established to manage and operate a state level Health Information Exchange in New Hampshire that allows stakeholders to share clinical information in a secure, private, efficient and reliable manner to reduce health care system costs while improving patient care and safety. Pursuant to Chapter 232 (HB 489), Laws of 2011, the New Hampshire Health Information Organization Corporation (NHHIO) was formed that seeks to establish both an intra-state (within New Hampshire) and an inter-state (across states) capable Health Information Exchange.

Chapter 232 (HB 489), Laws of 2011 requires that the Commissioner enter into a contract with the New Hampshire Health Information Organization established pursuant to RSA 332-I. This amendment outlines a change in scope of this agreement to reflect the decision for Department of Health and Human Services to maintain grant responsibility for the life of the Cooperative Agreement and contract, with The New Hampshire Health Information Organization Corporation to manage Health Information Exchange activity in NH until such a time that the grant period is over and any agreed upon reports are completed. At that time the New Hampshire Health Information Organization Corporation is expected to continue managing the operation of New Hampshire's Health Information Exchange as a 501(c) (3) entity.

The New Hampshire Strategic and Operational Plan is required by the US Department of Health and Human Services Office of the National Coordinator (ONC) Health Information Exchange (HIE) Funding Opportunity Announcement (FOA) and includes the five (5) domains as detailed in the State Health Information Exchange Cooperative Agreement Program Funding Opportunity Announcement:

1. Governance – This domain addresses the functions of convening health care stakeholders to create trust and consensus on an approach for a statewide Health Information Exchange and to provide oversight and accountability of the Health Information Exchange to protect the public interest. One of the primary purposes of a governance entity is to develop and maintain a multi-stakeholder process to ensure health information exchange among providers is in compliance with applicable policies and laws.
2. Finance - This domain encompasses the identification and management of financial resources necessary to fund health information exchange. This domain includes public and private financing for building health information exchange capacity and sustainability. This also includes but is not limited to pricing strategies, market research, public and private financing strategies, financial reporting, business planning, audits, and controls.
3. Technical Infrastructure – This domain includes the architecture, hardware, software, applications, network configurations and other technological aspects that physically enable the technical services for health information exchange in a secure and appropriate manner.
4. Business and Technical Operations – The activities in this domain include but are not limited to procurement, identifying requirements, process design, functionality development, project management, help desk, systems maintenance, change control, program evaluation, and reporting. Some of these activities and processes are the responsibility of the entity or entities that are implementing the technical services needed for health information exchange; there may be different models for distributing operational responsibilities.
5. Legal/Policy – The mechanisms and structures in this domain address legal and policy barriers and enablers related to the electronic use and exchange of health information. These mechanisms and structures include but are not limited to: policy frameworks, privacy and security requirements for system development and use, data sharing agreements, laws, regulations, and multi-state policy harmonization activities. The primary purpose of the legal/policy domain is to create a common set of rules to enable inter-organizational and eventually interstate health information exchange while protecting consumer interests.

Through a continuing collaborative process, the New Hampshire Department of Health and Human Services has been supporting the development of the New Hampshire Health Information Organization Corporation in pursuit of establishing a Health Information Exchange.

The purpose of this contract between the New Hampshire Department of Health and Human Services and the New Hampshire Health Information Organization is to establish the New Hampshire Health Information Organization Corporation as a viable business operation that can effectively and efficiently manage and operate a state level health information exchange in compliance with the New Hampshire Health Information Exchange Strategic and Operational Plan and the Office of the National Coordinator State Health Information Exchange Cooperative Agreement Program Award. The criteria that the New Hampshire Health Information Organization Corporation must achieve in order to be considered viable are specified below in the Milestones section and in Exhibit B of this contract. If the criteria are not met, Department of Health and Human Services may exercise its remedies in accordance with Section 8 of Form P-37, and may require the return of all unobligated unexpended Office of the National Coordinator State Health Information Exchange Cooperative Agreement Program Award dollars, New Hampshire Health Information Organization Corporation assets and Program Income to the Department of Health and Human Services.

SCOPE OF SERVICE

The parties recognize and agree that the implementation of a Health Information Exchange is a dynamic process that requires a degree of flexibility. Accordingly, Department of Health and Human Services at its sole discretion may waive any specific requirement of the New Hampshire Health Information Organization Corporation so long as the New Hampshire Health Information Organization Corporation provides a reasonable and acceptable substitute to the specific deliverable or milestone that meets the Office of the National Coordinator Award requirements and is consistent with the intent of this Agreement. It is the intent of the parties to work collaboratively and use best efforts to achieve the Milestones identified in this Agreement.

New Hampshire Health Information Organization Corporation shall be responsible for the following:

1. Infrastructure Building and Staffing: The NHHIO shall establish a place of doing business and hire or contract for staff sufficient to carry out the NHHIO's mission to develop and maintain an HIE in compliance with the Office of the National Coordinator Award and to comply with federal reporting requirements including, but not limited to, ARRA Standard Terms.
 - a. Place of Doing Business: The New Hampshire Health Information Organization Corporation shall establish a place of doing business through lease or other approved arrangement and at a minimum procure use of the following: office space, high speed internet access services, phone installation and monthly phone

service, computer hardware and software and printers.

- b. Staffing: The New Hampshire Health Information Organization Corporation shall hire or contract for the staff positions that are deemed necessary to develop and maintain the HIE. The selection of staff or contractor is subject to approval by Department of Health and Human Services during the term of this Agreement. Such approval will not be unreasonably withheld.

2. Health Information Exchange (HIE) Design, Development and Operations:

- a. Procurement: the New Hampshire Health Information Organization Corporation shall select a vendor from bids received through the following Request for Proposal (RFP): New Hampshire Health Information Organization Corporation (NHHIO), Health Information Exchange Partner (HIEP) Technical Services Vendor RFP and enter into a contract with a HIE Technical Services Vendor.
- b. The New Hampshire Health Information Organization Corporation shall manage the HIE Technical Services Vendor contract to ensure that all Office of the National Coordinator Award requirements are met including, but not limited to, operating an HIE with both Intra-State (within New Hampshire) and Inter-State (across states) capabilities.
- c. The New Hampshire Health Information Organization Corporation shall create the policies and procedures, participation agreements, and other materials relevant to recruiting and maintaining relationships with Health Information Exchange Partners.
- d. The New Hampshire Health Information Organization Corporation shall be responsible for developing a sustainability model and recruiting the necessary Health Information Exchange Partners to maintain sustainability
- e. The New Hampshire Health Information Organization Corporation shall comply with Program Income and Match requirements as specified in Exhibit B of this contract as well as the Office of the National Coordinator for Health Information Technology Program Income and Funding Match requirements.

3. Office of the National Coordinator State Health Information Exchange Cooperative Agreement Program Requirements:

- a. The New Hampshire Health Information Organization Corporation agrees to comply with State of New Hampshire and United States Government rules, regulations and Cooperative Agreement Requirements including, but not limited to, the following: the Office of the National Coordinator Award, ARRA Standard Terms, Office of Management and Budget Circulars A-87 (Cost Principles) and A-133 (Audit Requirements). The New Hampshire Health Information Organization Corporation's funding for this contract is through the Office of the National Coordinator Award as a sub-contractor. Federal requirements for the New Hampshire Health Information Organization Corporation are limited to sub-contractor responsibilities.
- b. The New Hampshire Health Information Organization Corporation shall provide assistance to meet the Administrative Requirements of the Office of the National Coordinator State Health Information Exchange Cooperative Agreement Program

as reasonably requested by the Department of Health and Human Services through Supplemental Work Orders through March 31, 2014 or until 45 days after the grant ends, whichever is earlier. This process is defined in a later section of this Exhibit. Payments will be made in accordance with Exhibit B.

4. Department of Health and Human Services Contract Responsibilities:

- a. Office of the National Coordinator for Health Information Technology (ONC), State Health Information Exchange Cooperative Agreement Program's Grant Management and Financial Reporting: As the Prime Recipient of the Office of the National Coordinator Award, the Department of Health and Human Services will continue to provide the federally required fiscal and grant management services through the end of the Award in accordance with Office of the National Coordinator State Health Information Exchange Cooperative Agreement Program requirements.
- b. The Department of Health and Human Services shall provide to the New Hampshire Health Information Organization Corporation information and documents produced by the HIEPI Project as reasonably needed to assist in the furtherance of this contract.
- c. The Department of Health and Human Services shall process invoices for reimbursement for allowable expenses properly submitted by the New Hampshire Health Information Organization Corporation in a timely and reasonable manner.
- d. Elizabeth Shields, State HIT Coordinator of the Department of Health and Human Services, shall be the Contract Manager to serve as contact point for administering this contract. The Department of Health and Human Services reserves the right to change the Contract Manager at any time, while maintaining contract management support to the New Hampshire Health Information Organization Corporation.

Milestones

The New Hampshire Health Information Organization Corporation shall meet the following Milestones (defined to be the milestones identified in the two tables below) and Due Dates (defined to be the due dates identified in the two tables below) that are a condition of payment. In the event the New Hampshire Health Information Organization Corporation anticipates that it will not reach any Milestone by the Due Date, the New Hampshire Health Information Organization Corporation shall provide the Department of Health and Human Services with written notice at least 15 days in advance of the Due Date, which shall include an explanation of why the Due Date will not be met and a new proposed Due Date. The Department of Health and Human Services shall have sole discretion to approve or deny the proposed Due Date. In the event the Department of Health and Human Services denies the proposed Due Date, or if no request for an extension is made, the Deliverables and Due Dates described below shall remain in effect.

The Department of Health and Human Services will determine if the Deliverable has been successfully delivered by the Due Date.

In the event a Deliverable is not met by the Due Date, The Department of Health and Human Services may exercise its remedies in accordance with Section 8 of Form P-37.

These Milestones shall take precedence over and govern in place of any provisions of the New Hampshire Health Information Exchange Strategic and Operation Plan (NH HIE SOP) identified in Attachment D hereto that cover the same subject matter.

Infrastructure Building and Staffing Milestones

Category	Deliverable	Due Date
Place of Doing Business	Lease/Rent Agreement established for the NHHIO Office	Contract Approval plus 60 days COMPLETED
	Office and Computer Equipment acquired for NHHIO	Contract Approval plus 60 days COMPLETED
	Telecommunication Services (Internet access, telephone, voicemail, etc.) acquired for NHHIO	Contract Approval plus 60 days COMPLETED
Financial Management	NHHIO establishes financial systems and controls and completes legal filings	Contract Approval plus 60 days COMPLETED
	IRS 990 Filing	Yearly, May 15 th . If required
	A 133 Audit	Yearly, 9 Months after end of fiscal year, if required
	Quarterly Meeting of NHHIO Finance Committee to review finance reports	Quarterly
Start-Up Staffing	One (1) staff with the title of Executive Director hired/contracted and working.	Contract Approval plus 90 days COMPLETED
	One (1) Part Time Project Manager hired/contracted and working.	Contract Approval plus 120 days COMPLETED
	One (1) Part Time Chief Financial Officer hired/contracted and working.	Contract Approval plus 120 days COMPLETED
	One (1) Part Time Administrative Staff hired/contracted and working.	Contract Approval plus 120 days COMPLETED
Operational Staffing	Submit staffing plan 3 months prior to end of existing staffing contract to ensure adequate staffing is maintained through	March 31, 2013

	transition.	
	Adequate staffing levels are maintained throughout the contract period	Quarterly

Health Information Exchange Program Income Milestones

The New Hampshire Health Information Organization Corporation shall generate Program Income from subscribers and other sources sufficient for the development and operation of the HIE in accordance with Exhibit B.

Health Information Exchange (HIE) Design, Development and Operation Milestones

It is expected that early adopters will set the stage for HIE implementation efforts. The table below sets expectations for use of the HIE. Once the early adopters have started using the HIE, the HIE will be evaluated and any changes, if necessary, will be made to allow it to operate successfully. It is expected that the network will be available for non-early adopters within 30 days of early adopter acceptance.

Category	Deliverable	Due Date
Technical Vendor	HIE Technical Services Vendor selected.	Contract Approval plus 30 days COMPLETED
	HIE Technical Services Vendor contract signed	February 5, 2013 COMPLETED
	Technical Services Vendor begins work	February 5, 2013 COMPLETED
Health Information Exchange Providers (HIEPs)	NHHIO obtains at least 5 HIEP (Health Information Exchange Partner) Letters of Intent	Executive Director Start Date plus 45 days COMPLETED
	NHHIO receives Agreements from at least 3 HIEPs to be early adopters/pilots	Executive Director Start Date plus 90 days COMPLETED
	NHHIO receives at least 15 additional Letters of Intent from HIEPs	Executive Director Start Date plus 120 days COMPLETED
	NHHIO begins test phase with at least 3 HIEPs	March 15, 2013
	Early adopters sites operate successfully through sign off	May 15, 2013

	NHHIO receives Participation Agreements to join NHHIO network from at least 5 HIEPs	May 15, 2013
	NHHIO receives Participation Agreements and commitments to join NHHIO network from at least 12 additional HIEPs	June 30, 2013

Assistance with Administrative Requirements of the Office of the National Coordinator State Health Information Exchange Cooperative Agreement Program

Due to time constraints associated with the the Office of the National Coordinator State Health Information Exchange Cooperative Agreement Program, The Department of Health and Human Services and the New Hampshire Health Information Organization Corporation have determined and agreed that the State will remain the State Designated Entity for the National Coordinator State Health Information Award and not transfer the State Designated Entity declaration to the New Hampshire Health Information Organization Corporatoinas was originally planned. The Department of Health and Human Services and the New Hampshire Health Information Organization Corporation also agree that the New Hampshire Health Information Organization Corporation shall provide assistance to the Department of Health and Human Services in complying with the Administrative Requirements associated with the Cooperative Agreement Program. This Administrative Assistance requested by The Department of Health and Human Services and provided by the New Hampshire Heath Information Organization shall be defined via Supplemental Work Orders as needed.

These Supplemental Work Orders shall be jointly defined by the Department of Health and Human Services and the New Hampshire Health Information Organization Corporation. These Supplemental Work Orders shall be severable and breach of the Supplemental Work Order shall not constitute breach of the underlying agreement. Specifically, failure to deliver a Supplemental Work Order shall not be grounds for termination of the underlying Agreement between the Department of Health and Human Services and the New Hampshire Health Information Organization Corporation pursuant to which these Supplemental Work Orders are provided. The Department of Health and Human Services shall be responsible for overseeing and directing all Supplemental Work Orders.

Supplemental Work Orders shall contain a Description of Work which shall include the scope, deliverables, schedule, staffing, and cost, mutually agreed upon by the Department of Health and Human Services and the New Hampshire Health Information Organization.

Supplemental Work Orders shall cover the costs of Time and Materials, Not to Exceed. Payment for this work shall be invoiced to the State by the New Hampshire Health Information Organization Corporation using the same invoicing procedure as the other work performed under this Contract. See Exhibit B for more information on invoicing.

Office of the National Coordinator State Health Information Exchange Cooperative Agreement Program Administrative Assistance shall include, but not limited to:

- Statewide Strategic and Operational Plan Updates
- Program Evaluation Planning and Implementation
- Annual Program Evaluation Final Reports
- Analysis and assistance in compliance with current and future Office of the National Coordinator Program Information Notices (PIN).

Point of Contact:

The Department of Health and Human Services point of contact for Office of the National Coordinator State Health Information Exchange Cooperative Agreement Program Administrative Assistance Work Orders shall be the State HIT Coordinators, Elizabeth Shields.

The New Hampshire Health Information Organization Corporation point of contact for Office of the National Coordinator State Health Information Exchange Cooperative Agreement Program Administrative Assistance Work Orders shall be the New Hampshire Health Information Organization Corporation Executive Director. In order not to burden New Hampshire Health Information Organization Corporation operational resources with the additional program evaluation tasks, the New Hampshire Health Information Organization Corporation will draw from its pool of strategic advisors to staff the project.

Attachments

- A. American Recovery and Reinvestment Act of 2009, Title XIII - Health Information Technology, Subtitle B—Incentives for the Use of Health Information Technology, Section 3013, State Grants to Promote Health Information Technology (ARRA Incentives)
- B. State Health Information Exchange Cooperative Agreement Program, Funding Opportunity Announcement (ONC HIE FOA)
- C. American Recovery and Reinvestment Act Standard Terms (ARRA Standard Terms)
- D. New Hampshire Health Information Exchange Strategic and Operation Plan (NH HIE SOP)
- E. May 2012 Strategic and Operational Plan Update

EXHIBIT B METHODS AND CONDITIONS PRECEDENT TO PAYMENT

Contractor: New Hampshire Health Information Organization Corporation (NHHIO)

Contract Period: February 8, 2012 through March 31, 2014.

1. FUNDING OF CONTRACT

- A. This Agreement is funded, with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.719, Federal Agency Health and Human Services Program, Office of the National Coordinator for Health Information Technology (ONC) Funding Opportunity Title American Recovery and Reinvestment Act of 2009, State Grants to Promote Health Information Technology Planning and Implementation Projects in the amount of \$3,857,421.
- B. Subject to NHHIO's compliance with the terms and conditions of this agreement and for services provided, the Office of Information Services shall reimburse NHHIO up to a maximum total payment of \$3,857,421 for completion of services detailed in Exhibit A, Scope of Services.
- C. Payment to NHHIO will be based on the agreed upon budget in accordance with the schedule of expenses and program income as stated in Exhibit B-I summary and detail schedules.
- D. NHHIO may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval by the designated Contract Manager of the Department of Health and Human Services (DHHS), which approval shall not be unreasonably withheld. It being understood that the parties have the mutual objective of enabling NHHIO to meet its obligations under the Agreement. However, cumulative line item changes up to \$50,000 of the approved budget is allowable within each State contract year with written notification to the Contract Manager designated by DHHS.

E. Invoice and Payment:

- 1. NHHIO shall invoice the Department of Health and Human Services for reimbursement of expenditures in a format consistent with the line item budget identified in Exhibit B-I and in conformance with the invoice template in current use. Payment is dependent on the availability of federal funds from the Office of the National Coordinator for Health Information Technology. Further, payment will be made by DHHS subsequent to approval of the submitted invoice and if sufficient funds are available in the budget line item submitted by NHHIO to cover the costs and expenses incurred in the performances of the services.



2. Invoices shall be submitted to DHHS on a monthly basis by the 15th of each month for the preceeding month with estimated expenses for the following month. NHHIO is required to continue to provide documentation on expenses incurred with the invoices that is sufficient to meet the audit requirements in the A-133 federal audit guidelines. In addition, the monthly invoice will include a section to report actual expenses, program generated income or in-kind amount, and any pre-paid amount received from DHHS.
3. Monthly payment will be adjusted to reflect actual expenditure and any unexpended funds awarded to NHHIO shall be returned to DHHS at the end of each budget period (SFY) or future payment requests will be adjusted accordingly. Final reconciliation and invoice for actual expenses shall be due to DHHS no later than sixty (60) days after the completion date of this Contract.
 - A. As the Office of the National Coordinator for State Health Information Exchange Cooperative Agreement Program Award ends February 7, 2014, NHHIO is required to submit an interim invoice for actual expenses related to services provided using Office of the National Coordinator Cooperative Agreement funds for the period ending on or before February 7, 2014. Program income reported for this Interim Invoice should align with Program Income Schedule, ExhibitB-II.
4. Monthly estimated expenses for prepayment request must accompany supporting documents for the estimated allowable costs under the contract per Exhibit B-I. The intent of this provision is to assist NHHIO with cash flow however, without allowing excess funds to accumulate with NHHIO and also to comply with federal cash management requirements. Changes to the budget shall be made to comport with amounts reasonably requested, subject to approval by the Department, which shall not be unreasonably withheld.
5. Monthly invoice for actual expenditures submitted by NHHIO should accompany detailed invoice from sub-contractors including progress milestones as required in the scope of services in Exhibit A to the Agreement.

- F. NHHIO is expected to generate program income as per Exhibit B-II (Program Income Schedule). It is understood and agreed that in order for NHHIO to be successful and self-sustaining it must generate sufficient program income as set forth in the Program Income Schedule in Exhibit B-II.
- G. Program income requirements shall be based on actual expenses by NHHIO and shall be reported on a monthly basis along with the monthly invoice as provided in Exhibit B-II. Payment of the invoice will be for the total amount of the invoice less the program income to be in compliance with The Office of the National Coordinator State Health Information Exchange Cooperative Agreement Program match requirements of 25% as per the schedule in Exhibit B-II. The amount of program income may be supplemented with “in-kind” donations made by NHHIO participants. The amount of “in-kind” donations will be recorded on the invoice with all supporting documentation submitted to DHHS for approval in accordance with ONC guidelines.
- H. Failure to meet the program income as outlined in Exhibit B-II may jeopardize the continuation of the contract, or future funding. Corrective action may include actions such as a contract amendment, or termination of the contract.

**New Hampshire Health Information Organization
Exhibit B - 1 Summary Budget**

Budget Line	SFY 2012	SFY 2013	SFY 2014		TOTAL
	Actual 12/1/2011 - 6/30/2012	Budget 7/1/2012 - 6/30/2013	Total Budget 7/1/2013 - 2/7/2014 2/8/2014 - 3/31/2014		
Personnel	\$ -	\$ 18,750	\$ 56,250		\$ 75,000
Employee Benefits	\$ -	\$ 6,250	\$ 18,750		\$ 25,000
Facilities	\$ 2,000	\$ 9,234	\$ 7,500		\$ 18,734
Travel	\$ -	\$ 9,000	\$ 9,000		\$ 18,000
Equipment	\$ -	\$ -	\$ 6,000		\$ 6,000
Supplies	\$ 590	\$ 2,479	\$ 1,375		\$ 4,444
Insurance	\$ 4,236	\$ 6,000	\$ 9,000		\$ 19,236
Marketing & Communication	\$ -	\$ 16,400	\$ 11,000		\$ 27,400
Legal	\$ 116,422	\$ 102,594	\$ 15,000		\$ 234,016
HISP Connectivity Grants	\$ -	\$ 550,000	\$ 250,000		\$ 800,000
Technical Services Partner	\$ -	\$ 1,894,000	\$ 482,000		\$ 2,376,000
Third Party Auditor	\$ -	\$ 59,640	\$ 114,865		\$ 174,505
Executive Services	\$ 50,355	\$ 322,430	\$ 198,750	\$ 20,000.00	\$ 591,535
Fees	\$ 25				\$ 25

Total NHHIO Reimbursement: Contract Payments from Federal Funds \$ 173,628 \$ 2,779,175 \$ 904,618 \$ - \$ 3,857,421

NHHIO Program Income \$ - \$ 217,601 \$ 274,873 \$ 20,000.00 \$ 512,474

Grand Total \$ 173,628 \$ 2,996,776 \$ 1,179,490 \$ 20,000.00 \$ 4,369,894

Federal Funds Available to NHHIO - Already Match Provided by NHDHHS: **\$ 2,300,000**

Federal Funds Available to NHHIO - With 25% Program Income by NHHIO: **\$ 1,557,421**

Total Available to NHHIO with this Contract Amendment: **\$ 3,857,421**

Program Income to be Generated by NHHIO* (if all funds are utilized): **\$ 512,474**

**based on Exhibit BII*

Total Contract Amount with NHHIO's Program Income: **\$ 4,369,894**

New Hampshire Health Information Organization
NHHIO - Program Income Schedule
For the Period 12/1/11 - 3/31/2014
Exhibit B - II

NHHIO To Recognize and Report Program Income By	NHHIO Program Income/Match 12/1/11 - 2/7/2014 (based on projected expenses)	Other - 2/8/2014 - 3/31/2014	Total Income	Total Cumulative Income To Be Recognized (based on funds released)
6/30/12	\$ -		\$ -	\$ -
9/30/12	\$ -		\$ -	\$ -
12/31/12	\$ -		\$ -	\$ -
3/31/13	\$ -		\$ -	\$ -
6/30/13	\$ 217,601		\$ 217,601	\$ 217,601
9/30/13	\$ 89,572		\$ 89,572	\$ 307,173
12/31/13	\$ 75,945		\$ 75,945	\$ 383,117
2/7/14	\$ 109,356		\$ 109,356	\$ 492,474
2/8/14 - 3/31/2014	\$ -	20,000	\$ 20,000	\$ 512,474

EXHIBIT B-1: Budget Year 2013

New Hampshire Health Information Organization - Operations Budget Year 2013 Narrative

SFY 2013 (Budget Assumptions - 7/1/2012 – 6/30/2013)

	Amount	Explanation
A. Personnel		Includes addition of full time support technician(s) if needed.
Sub-Total Personnel	18,750.	
B. Fringe Benefits	6,250	All benefits are calculated at 30%;
C. Facilities	9,234	Montly rent \$500.00, Montly telecom services \$135
D. Travel	9,000	In State Travel: 2 staff at 100 miles per week for a total of 10,000 miles per year at \$.50 per mile = \$5,000 per year; Out of State Travel: 2 staff travelling 2 trips per year at \$2,000 per trip = \$4,000 per year;
E. Equipment		
F. Supplies	2,479	Approximately \$100/month, plus initial purchase of office supplies at \$1,200.
G. Insurance	6,000	Base annual cost for CHUBB insurance binders for General Liability and D&O insurance
H. Marketing & Communications	16,400	Patient and provider Outreach and Web Development
I. Legal	102,594	Estimated expenses for legal services
J. Contractual Services		HIE Partners Connectivity Grants \$550,000 Technical Services Partner \$1,894,000 based on Orion contractual terms Third Party Audit \$59,640 includes tax and audit services as well as contractual program evaluation Executive Services \$322,430 based on current MAeHC -contract
	2,826,070	TOTAL

Total Expenses: 2,996,776

EXHIBIT B-1: Budget Year 2014

New Hampshire Health Information Organization - Operations Budget Year 2014 Narrative

SFY 2014 (Budget Assumptions - Amount reflects for 8 months 7/1/2013 – 2/7/2014)

	Amount	Explanation
A. Personnel		Full time support technician
Sub-Total Personnel	56,250	
B. Fringe Benefits	18,750	Benefits for full time support technician
C. Facilities	7,500	Montly rent \$500, Montly telecom services \$135
D. Travel	9,000	In state travel: 2 staff at 100 miles per week for a total of 10,000 miles per year at \$.50 per mile = \$5,000 per year; Out of state travel: 2 staff travelling 2 trips per year at \$2,000 per trip = \$4,000
E. Equipment	6,000	Includes office computer refresh: 3 units at \$2,000
F. Supplies	1,375	Approximately \$100 per month
G. Insurance	9,000	Base annual cost for CHUBB insurance binders for General Liability and D&O insurance
H. Marketing & Communications	11,000	Patient and provider Outreach and Web Development
I. Legal	15,000	Estimated expenses for legal services
J. Contractual Services		HIE Partners Connectivity Grants: \$250,000 Technical Services Partner (Orion) contract: \$482,000 Third Party Audit \$114,865, includes tax and audit services plus contractual program evaluation Executive Services: \$198,750 based on current MAeHC contract \$20,000 carry over into March 2014 to complete program evaluation
	1,045,615	TOTAL

Total Expenses: \$1,159,490

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
 NH Department of Health and Human Services
 129 Pleasant Street,
 Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

Contractor Initials: df
 Date: 3/13/13

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

125 Airport Road, Concord NH, 03301

Check if there are workplaces on file that are not identified here.

New Hampshire Health Information Organization Corporation

From: 2/8/12 To: 3/31/14

(Contractor Name) _____ (Period Covered by this Certification) _____

Denise Purington, NHHIO Board Chair

(Name & Title of Authorized Contractor Representative) _____

(Contractor Representative Signature) Denise Purington (Date) 3/13/13

Contractor Initials: DP
Date: 2/8/13 3/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

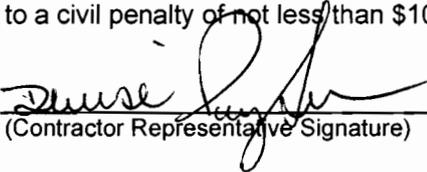
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: 2/8/12 through 3/31/14

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


(Contractor Representative Signature)

Denise Purington, NHHIO Board Chair
(Authorized Contractor Representative Name & Title)

New Hampshire Health Information Organization
(Contractor Name)

3/13/13
(Date)

Contractor Initials: 
Date: 3/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled 'Certification Regarding Debarment, Suspension, Ineligibility and

Contractor Initials: [Signature]
Date: 3/13/13

Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: DP

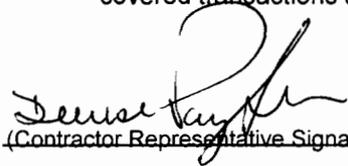
Date: 3/13/13

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



 (Contractor Representative Signature)

Denise Purington, NHHIO Board Chair

 (Authorized Contractor Representative Name & Title)

New Hampshire Health Information Organization

 (Contractor Name)

3/13/13

 (Date)

Contractor Initials: DP
 Date: 3/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Denise Purington, NHHIO Board Chair

(Authorized Contractor Representative Name & Title)

New Hampshire Health Information Organization

(Contractor Name)

3/13/13

(Date)

Contractor Initials: DP
Date: 2/13/13 3/13/13

NH Department of Health and Human Services

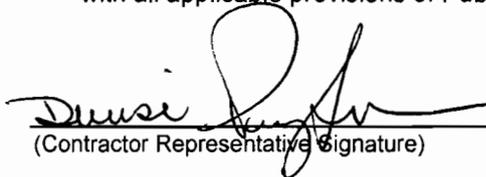
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



(Contractor Representative Signature)

Denise Purington, NHHIO Board Chair

(Authorized Contractor Representative Name & Title)

New Hampshire Health Information Organization

(Contractor Name)

3/13/13

(Date)

Contractor Initials: DP

Date: 2/13/13 3/13/13

NH Department of Health and Human Services

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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

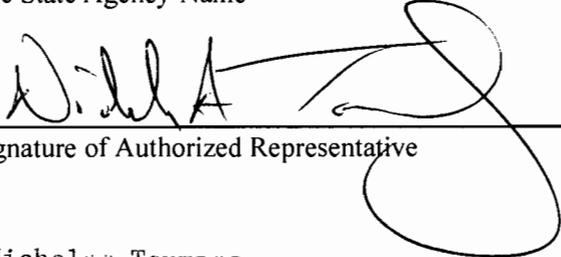
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

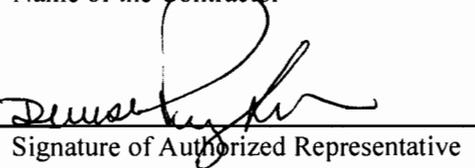
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services New Hampshire Health Information Organization

The State Agency Name

Name of the Contractor





Signature of Authorized Representative

Signature of Authorized Representative

Nicholas Toumpas

Denise Purington

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

NHHIO Board Chair

Title of Authorized Representative

Date

3/13/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

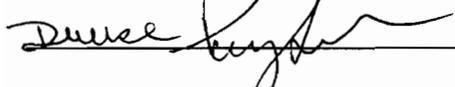
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Denise Purington, NHHIO Board Chair

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

New Hampshire Health Information Organization ~~2/13/13~~ 3/13/13

(Contractor Name)

(Date)

Contractor initials: 

Date: 3/13/13

Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 078477806

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: _____

Amount: _____

Contractor initials: SP
Date: 3/13/13
Page # 2 of Page # 2



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF INFORMATION SERVICES



Nicholas A. Toumpas
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03801-3857
 603-271-8160 1-800-852-3345 Ext. 8160
 Fax: 271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

William L. Baggeroer
 Chief Information Officer

December 13, 2011

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Information Services, to enter into a **sole source and retroactive**, contract with the New Hampshire Health Information Organization Corporation, 125 Airport Road, Concord, New Hampshire Vendor (To Be Determined), in the amount of \$3,774,640 to develop and operate a state level Health Information Exchange in New Hampshire effective December 1, 2011 through June 30, 2013. Funds are available in State Fiscal Years 2012 and 2013 with authority to adjust amounts between State Fiscal Years if needed and justified.

**05-95-95-954010-0917, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC,
 HHS: COMMISSIONER, OFFICE OF INFORMATION SERVICES, HEALTH INFORMATION
 EXCHANGE FEDERAL FUNDS**

<u>State</u> <u>Fiscal</u> <u>Year</u>	<u>Class/Object</u> <u>Code</u>	<u>Class Title</u>	<u>Contract</u> <u>Amount</u>
2012	102-500731	Contract for Program Services	\$1,201,872
2013	102-500731	Contract for Program Services	\$2,572,768
			<u>\$3,774,640</u>

EXPLANATION

Pursuant to Chapter 232 (House Bill 489), Laws of 2011, the New Hampshire Health Information Organization Corporation was formed. The law seeks to establish both an intra-state (within New Hampshire) and an inter-state (across states) capable Health Information Exchange. Chapter 232 (House Bill 489), Laws of 2011 requires the Department Of Health And Human Services Commissioner to enter into a contract with the newly established New Hampshire Health Information Organization Corporation. A sole source contract with the New Hampshire Health Information Organization Corporation is requested to continue progress developing a Health Information Exchange. In addition, a retroactive contract is requested to provide funding for legal services expenses incurred by New Hampshire Health Information Organization Corporation that were required to assist in the development of this contract.

On February 17, 2009, the President signed the American Recovery and Reinvestment Act of 2009. This statute includes The Health Information Technology for Economic and Clinical Health Act of 2009 that sets forth a plan for advancing the appropriate use of health information technology to improve quality of care and establish a foundation for health care reform. The Office of the National Coordinator for Health Information Technology within the U.S. Department of Health and Human Services serves as the principal federal entity charged with coordinating the overall effort to implement a nationwide health information technology infrastructure that allows for the electronic use and exchange of health information.

The Health Information Technology for Economic and Clinical Health Act of 2009 authorized the establishment of several new grant programs that provide resources to pursue establishment of a nationwide health information technology infrastructure. These funding programs include the Health Information Technology Extension Program, the Information Technology Professionals in Health Care, and the State Health Information Exchange Cooperative Agreements Program. Governor John Lynch in April of 2009 designated the Department of Health and Human Services as the State Designated Entity to pursue funding from the State Health Information Exchange Cooperative Agreement. The Office of the National Coordinator for Health Information Technology approved the Department of Health and Human Services' Cooperative Agreement application on February 8, 2010 awarding \$5,457,856 in federal funds toward the establishment of a Health Information Exchange in New Hampshire.

The purpose of the contract between the Department of Health and Human Services and the New Hampshire Health Information Organization Corporation is to transition the implementation and operation of New Hampshire's Health Information Exchange from the Department of Health and Human Services to the New Hampshire Health Information Organization Corporation. Through a continuing collaborative process, the Department has been supporting the development of the New Hampshire Health Information Organization Corporation in pursuit of establishing a Health Information Exchange in New Hampshire.

If the contract with the New Hampshire Health Information Organization Corporation is not approved, the Department of Health and Human Services would be in violation of Chapter 232 (House Bill 489), Laws of 2011. In addition, without this contract to fund the start-up costs of the New Hampshire Health Information Organization Corporation, the Corporation would not be able to provide Health Information Exchange services to New Hampshire healthcare providers and the benefits to be derived from those services would not be achieved. The lost benefits to New Hampshire would include:

- reducing the overall costs of providing healthcare;
- improving the quality of healthcare and patient safety;
- improving the quality and timely access of patient information and reducing the number of medical problems due to medical errors;
- delivering better access to care regardless of patient location;
- improving privacy and security of medical records; and
- reducing administrative costs associated with sharing of medical records through such efforts as information technology standardization and reduced paper transaction processing.

Furthermore, if the contract with the New Hampshire Health Information Organization Corporation is not approved at this time, the Department of Health and Human Services is at risk for not meeting federally required milestones that could result in a loss of federal funds from the Department's Health Information Exchange Cooperative Agreement Program which is the primary funding source for establishing a state-level health information exchange in New Hampshire.

Source of Funds: 100% federal funds.

Geographic Area to be Served: Statewide.

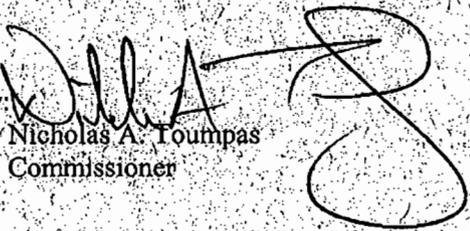
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



William L. Baggeroer
Chief Information Officer

Approved by:



Nicholas A. Tompas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

S. William Rogers
Commissioner

December 8, 2011

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with New Hampshire Health Information Organization Corporation (NHHIO), 125 Airport Road, Concord, New Hampshire to develop and operate a state level Health Information Exchange in New Hampshire as described below and referenced as DoIT No. 2012-078.

The purpose of this contract between the New Hampshire Department of Health and Human Services (DHHS) and the New Hampshire Health Information Organization is to establish the NHHIO as a viable business operation that can effectively and efficiently manage and operate a state level Health Information Exchange (HIE) in compliance with the NH HIE Strategic and Operational Plan and the federal Office of the National Coordinator (ONC) Award. A major deliverable of the contract is the development of information technology systems to promote Health Information Exchange mechanisms for information sharing across the State's health care system. The Contract shall become effective upon Governor and Executive Council approval through June 30, 2013 and funding shall not exceed \$3,774,640.

A copy of this letter should accompany the Department of Health and Human Services submission to the Governor and Executive Council.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Rogers".

S. William Rogers

SWR/ltn
2012-078

CERTIFICATE OF AUTHORITY

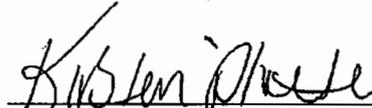
I, the undersigned officer, Kirsten Platte, in my capacity as Secretary of the New Hampshire Health Information Organization Corporation, certify that as of December 14, 2011, the following resolution is duly authorized by the Board of Directors (being the governing board of the entity) of the New Hampshire Health Information Organization Corporation.

RESOLUTION: That the Executive Committee of the New Hampshire Health Information Organization Corporation has authority to approve, and the Chairman of the Board of Directors, John Reagan, has the authority to sign on behalf of and cause the New Hampshire Health Information Organization Corporation to enter into, a contract/agreement with the STATE OF NEW HAMPSHIRE, through its Department of Health and Human Services, to provide the health information exchange and other service as set forth in the contract.

This resolution was adopted by the Board of Directors at its November 9, 2011 meeting, has not been amended or revoked, and remains in full force and effect as of the date hereof.

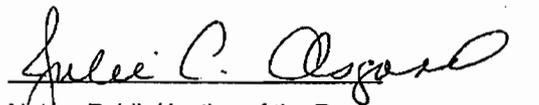
I, the undersigned officer, hereby certify that as of this date, John Reagan is the Chairman of the Board of Directors of New Hampshire Health Information Organization Corporation.

IN WITNESS WHEREOF, I, Kirsten Platte, have hereunto set my hand as Secretary of the above-named entity, this 14th day of December, 2011.


Signature of Authorizing Officer

THE STATE OF New Hampshire
COUNTY OF Merrimack

On the 14th day of December, 2011 before me, the undersigned notary public/justice of the peace, personally appeared Kirsten Platte, and acknowledged herself to be the Secretary of the above-named entity, and as such, executed the foregoing instrument for the purposes therein contained.


Notary Public/Justice of the Peace
Printed Name: Julie C. Osgood
My Commission expires:

**My Commission Expires
February 18, 2014**

(seal)

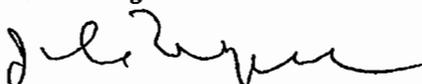
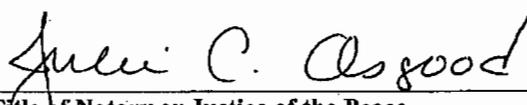
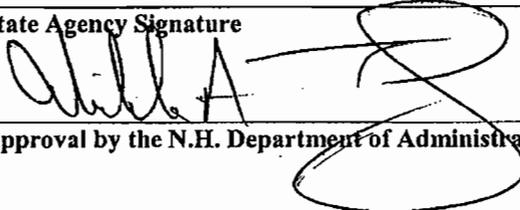
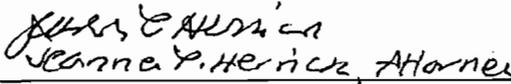
Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name New Hampshire Health Information Organization Corporation		1.4 Contractor Address 125 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number 603-225-0900	1.6 Account Number 010-095-0917-102-500731	1.7 Completion Date 6/30/2013	1.8 Price Limitation \$3,774,640
1.9 Contracting Officer for State Agency Commissioner Nicholas A. Toumpas		1.10 State Agency Telephone Number 603-271-9446	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John Beason Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>York</u> On <u>14th</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Julie Osgood, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nicholas A. Toumpas, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: 15 Dec. 2011			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.


12/14/11

Exhibit A
Scope of Services

CONTRACT PERIOD: December 1, 2011 through June 30, 2013

CONTRACTOR:

NAME: New Hampshire Health Information Organization Corporation (NHHIO)
ADDRESS: 125 Airport Road
Concord, NH 03301

GOVERNING DOCUMENTS

This Agreement consists of the standard forms contract (Form P-37), all exhibits A through H, and Attachment A: American Recovery and Reinvestment Act of 2009, Title XIII - Health Information Technology, Subtitle B—Incentives for the Use of Health Information Technology; Section 3013, State Grants to Promote Health Information Technology (ARRA Incentives), Attachment B: State Health Information Exchange Cooperative Agreement Program, Funding Opportunity Announcement (ONC HIE FOA), Attachment C: American Recovery and Reinvestment Act Standard Terms (ARRA Standard Terms) and Attachment D: New Hampshire Health Information Exchange Strategic and Operational Plan (NH HIE SOP). It is expressly agreed and understood that all conditions contained in the referenced attached Attachments and Exhibits, unless otherwise noted, are included and incorporated under this Agreement. Notwithstanding the foregoing, Contractor is only obligated to comply with the terms of Exhibits D through H if and to the extent that the laws and regulations identified therein actually apply to Contractor.

This Agreement, including those attachments, schedules, appendices, exhibits, and addenda that have been specifically incorporated herein and maintained on file by the New Hampshire Department of Health and Human Services (listed as DHHS in this contract) pursuant to this Agreement, contains all the terms and conditions agreed upon by the parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties or vary any of the terms contained in this Agreement. Attachments A through D shall be maintained on file by DHHS until such time as the NHHIO becomes the State Designated Entity at which time said attachments shall be maintained on file by the NHHIO. It is the intent of the parties that the DHHS and the NHHIO will work collaboratively toward the common goal of implementation of a functional Health Information Exchange in accord with this contract and the standards set forth in Attachments A through D with DHHS having responsibility as grantee until such time as the NHHIO becomes the State Designated Entity. In the event of any inconsistency or conflict among the document elements of this Agreement, such inconsistency or conflict shall be resolved by giving precedence to the

document elements in the following order: Form P-37, then the accompanying Exhibits A through H each of which stands on its own.

BACKGROUND AND INTENT

The DHHS has received an award (ONC Award) from the Office of the National Coordinator for Health Information Technology (ONC) that is funded through the American Recovery and Reinvestment Act of 2009 (ARRA), Title XIII – Health Information Technology, Subtitle B – Incentives for the Use of Health Information Technology, Section 3013, State Grants to Promote Health Information Technology, State Health Information Exchange Cooperative Agreement Program. The purpose of the ONC Award is to promote the establishment of a Health Information Exchange (HIE) that shall advance mechanisms for information sharing across the health care system. The DHHS established the Health Information Exchange Planning and Implementation Project (HIEPI) to pursue development of an HIE in New Hampshire through creating the New Hampshire Strategic and Operational Plan that was developed through the collaboration of stakeholders from across New Hampshire's health care community.

Chapter 232 (HB 489), Laws of 2011 requires that the Commissioner enter into a contract with the NHHIO established pursuant to RSA 332-I to administer the grant for the New Hampshire Information Exchange Planning and Implementation Project. It is the intent of the parties that this Agreement set forth terms and conditions that allows for the transition of the implementation and operation of New Hampshire's HIE from DHHS to the NHHIO.

The New Hampshire Strategic and Operational Plan is required by the ONC HIE FOA and includes the five (5) domains as detailed in the State Health Information Exchange Cooperative Agreement Program Funding Opportunity Announcement:

1. Governance – This domain addresses the functions of convening health care stakeholders to create trust and consensus on an approach for statewide HIE and to provide oversight and accountability of HIE to protect the public interest. One of the primary purposes of a governance entity is to develop and maintain a multi-stakeholder process to ensure HIE among providers is in compliance with applicable policies and laws.
2. Finance - This domain encompasses the identification and management of financial resources necessary to fund health information exchange. This domain includes public and private financing for building HIE capacity and sustainability. This also includes but is not limited to pricing strategies, market research, public and private financing strategies, financial reporting, business planning, audits, and controls.
3. Technical Infrastructure – This domain includes the architecture, hardware, software, applications, network configurations and other technological aspects that physically enable the technical services for HIE in a secure and appropriate manner.
4. Business and Technical Operations – The activities in this domain include but are not limited to procurement, identifying requirements, process design, functionality development, project management, help desk, systems maintenance, change control, program evaluation, and reporting. Some of these activities and processes are the responsibility of the entity or entities that are implementing the technical services needed

for health information exchange; there may be different models for distributing operational responsibilities.

5. Legal/Policy – The mechanisms and structures in this domain address legal and policy barriers and enablers related to the electronic use and exchange of health information. These mechanisms and structures include but are not limited to: policy frameworks, privacy and security requirements for system development and use, data sharing agreements, laws, regulations, and multi-state policy harmonization activities. The primary purpose of the legal/policy domain is to create a common set of rules to enable inter-organizational and eventually interstate health information exchange while protecting consumer interests.

The New Hampshire Health Information Exchange Strategic and Operation Plan recommended that a legislatively established 501(c)(3) non-profit organization be established to manage and operate a state level HIE in New Hampshire that allows stakeholders to share clinical information in a secure, private, efficient and reliable manner to reduce health care system costs while improving patient care and safety. Pursuant to Chapter 232 (HB 489), Laws of 2011, the New Hampshire Health Information Organization Corporation (NHHIO) was formed that seeks to establish both an intra-state (within New Hampshire) and an inter-state (across states) capable HIE. Chapter 232 (HB 489), Laws of 2011 requires DHHS Commissioner to enter into a contract with the health information organization.

The DHHS seeks to support the NHHIO through providing funding from the ONC Award, and otherwise by providing assistance to the NHHIO to enable the non-profit organization to become established. The HIEPI Project team and the NHHIO have determined and agree that the most effective and efficient approach to establish and initially operate the state level HIE would be for the NHHIO to become the qualified State Designated Entity (SDE) for the ONC Award. The Office of the National Coordinator for Health Information Technology allows transfer of an HIE ONC Award to a qualified SDE if the identified SDE can demonstrate its viability to effectively operate the HIE, generate Program Income to fund the organization and comply with the federally required ONC HIE FOA program and grant management requirements.

Through a continuing collaborative process, the New Hampshire Department of Health and Human Services has been supporting the development of the New Hampshire Health Information Organization Corporation in pursuit of establishing a Health Information Exchange that will effect the transition of the planning, implementation, and operation of the health information organization from the DHHS to the NHHIO.

The purpose of this contract between the New Hampshire Department of Health and Human Services and the New Hampshire Health Information Organization is to establish the NHHIO as a viable business operation that can effectively and efficiently manage and operate a state level HIE in compliance with the NH HIE Strategic and Operational Plan and the ONC Award. The criteria that the NHHIO must achieve in order to be considered viable is specified below in the Milestones section and in Exhibit B of this contract. If the criteria are not met, DHHS may exercise its remedies in accordance with Section 8 of Form P-37, and may cease the transfer of

the ONC Award to the NHHIO and require the return of all unobligated unexpended ONC Award dollars, NHHIO assets and Program Income to the DHHS.

SCOPE OF SERVICE

The parties recognize and agree that the transfer of the ONC Award and the implementation of an HIE is a dynamic process that requires a degree of flexibility. Accordingly, DHHS at its sole discretion may waive any specific requirement of the NHHIO so long as the NHHIO provides a reasonable and acceptable substitute to the specific deliverable or milestone that meets ONC Award requirements and is consistent with the intent of this Agreement. It is the intent of the parties to work collaboratively and use best efforts to achieve the Milestones identified in this Agreement. New Hampshire Health Information Organization Corporation shall be responsible for the following:

1. **Infrastructure Building and Staffing:** The NHHIO shall establish a place of doing business and hire or contract for staff sufficient to carry out the NHHIO's mission to develop and maintain an HIE in compliance with the ONC Award and to comply with federal reporting requirements including, but not limited to, ARRA Standard Terms.
 - a. **Place of Doing Business:** The NHHIO shall establish a Place of Doing Business through lease or other approved arrangement and at a minimum procure use of the following: office space, high speed internet access services, phone installation and monthly phone service, computer hardware and software and printers.
 - b. **Staffing:** The NHHIO shall hire or contract for the following positions that are deemed necessary to develop and maintain the HIE, however, NHHIO shall have the right to add to, subtract from, or modify these positions with the consent of DHHS, which consent will not be unreasonably withheld. The selection of the staff or contractor is subject to approval by the DHHS during the term of this Agreement.
 - i. One (1) Full Time staff with the title and responsibilities of an Executive Director.
 - ii. One (1) Full Time Project Manager.
 - iii. One (1) Part Time Financial/Reporting Manager.
 - iv. One (1) Part Time Administrative Staff.
2. **Health Information Exchange (HIE) Design, Development and Operations:**
 - a. **Procurement:** NHHIO shall select a vendor from bids received through the following Request for Proposal (RFP): New Hampshire Health Information Organization (NHHIO), Health Information Exchange Partner (HIEP) Technical Services Vendor RFP and enter into a contract with a HIEP Technical Services Vendor.
 - b. NHHIO shall manage the HIEP Technical Services Vendor contract to ensure that all ONC Award requirements are met including, but not limited to, operating a

HIE with both Intra-State (within New Hampshire) and Inter-State (across states) capabilities.

3. Federal and State Reporting Requirements: The NHHIO agrees to comply with State of New Hampshire and United States Government rules and regulations including, but not limited to, the following: ONC Award, ARRA Standard Terms, Office of Management and Budget Circulars A-87 (Cost Principles) and A-133 (Audit Requirements). The NHHIO's funding for this contract is through the ONC Award as a sub-contractor. Federal requirements for the NHHIO are limited to sub-contractor responsibilities.

Department of Health and Human Services Contract Responsibilities

1. Office of the National Coordinator for Health Information Technology (ONC), State Health Information Exchange Cooperative Agreement Program's Grant Management and Financial Reporting: As the Prime Recipient of the ONC Award, the DHHS will continue to provide the federally required fiscal and grant management services through June 30, 2012 in accord with ONC requirements. It is the intent of the parties that these responsibilities be transferred along with the ONC Award to the New Hampshire Health Information Organization subject to the approval of the ONC and DHHS by June 30, 2012, but in no event later than September 30, 2012.
2. Provide HIE business plan and consultation services to NHHIO through a contract with Massachusetts's eHealth Collaborative through December 31, 2011 as contract funds allow.
3. Provide HIE technical, legal and other business services to NHHIO through a contract with the University of New Hampshire, Institute for Health Policy and Practice through June 30, 2012, as funds allow.
4. Provide to the NHHIO information and documents produced by the HIEPI Project as reasonably needed to assist in the furtherance of this contract.
5. Process invoices for reimbursement for allowable expenses properly submitted by the NHHIO in a timely and reasonable manner.
6. DHHS Office of Health Information Technology Staff:
 - a. DHHS will provide HIEPI project director assistance to NHHIO through June 30, 2013 in a manner consistent with the level of assistance as provided during the history of the HIEPI Project.
 - b. DHHS will provide HIEPI project manager assistance to NHHIO through March 31, 2013 in a manner consistent with the level of assistance as provided during the history of the HIEPI Project.
7. DHHS shall designate a Contract Manager to serve as contact point for administering this contract.

Milestones

NHHIO shall meet the following Milestones (defined to be the milestones identified in the two tables below) and Due Dates (defined to be the due dates identified in the two tables below) that are a condition of payment. In the event NHHIO anticipates that it will not reach any Milestone

by the Due Date, the NHHIO shall provide DHHS with written notice at least 15 days in advance of the Due Date, which shall include an explanation of why the Due Date will not be met and a new proposed Due Date. DHHS shall have sole discretion to approve or deny the proposed Due Date. In the event DHHS denies the proposed Due Date, or if no request for an extension is made, the Deliverables and Due Dates described below shall remain in effect.

DHHS will determine if the Deliverable has been successfully delivered by the Due Date.

In the event a Deliverable is not met by the Due Date, DHHS may exercise its remedies in accordance with Section 8 of Form P-37.

These Milestones shall take precedence over and govern in place of any provisions of the New Hampshire Health Information Exchange Strategic and Operation Plan (NH HIE SOP) identified in Attachment D hereto that cover the same subject matter.

Infrastructure Building and Staffing Milestones

Category	Deliverable	Due Date
Place of Doing Business	Lease/Rent Agreement established for the NHHIO Office	Contract Approval plus 60 days
	Office and Computer Equipment acquired for NHHIO	Contract Approval plus 60 days
	Telecommunication Services (Internet access, telephone, voicemail, etc.) acquired for NHHIO	Contract Approval plus 60 days
	NHHIO establishes financial systems and controls and completes legal filings	Contract Approval plus 60 days
Staffing	One (1) staff with the title of Executive Director hired/contracted and working.	Contract Approval plus 90 days
	One (1) Full Time Project Manager hired/contracted and working.	Contract Approval plus 120 days
	One (1) Part Time Chief Financial Officer hired/contracted and working.	Contract Approval plus 120 days
	One (1) Part Time Administrative Staff hired/contracted and working.	Contract Approval plus 120 days

Health Information Exchange Program Income Milestones

The NHHIO shall generate Program Income from subscribers and other sources sufficient for the

Contractor Initials: WR
 Date: 12/14/11

development and operation of the HIE in accordance with Exhibit B.

Health Information Exchange (HIE) Design, Development and Operation Milestones

The Pilot will consist of at least three HIEPs operating on the NHHIO network. The network will be evaluated and changes, if any, will be made to allow it to operate successfully so that the network will be available for others to join. The Pilot shall end when the network operates successfully for 60 consecutive days.

Category	Deliverable	Due Date
Technical Vendor	HIEP Technical Services Vendor selected.	Contract Approval plus 30 days
	HIEP Technical Services Vendor contract signed	Contract Approval plus 60 days
	Technical Services Vendor begins work	Contract Approval plus 75 days
Health Information Exchange Providers (HIEPs)	NHHIO obtains at least 5 HIEP Letters of Intent	Executive Director Start Date plus 45 days
	NHHIO receives Participation Agreements and commitment from at least 3 HIEPs for Pilot	Executive Director Start Date plus 90 days
	NHHIO receives at least 15 additional Letters of Intent from HIEPs	Executive Director Start Date plus 120 days
	NHHIO begins the Pilot for at least 3 HIEPs and operates successfully for 60 days	Pilot begins Executive Director Start Date plus 150 days.
	NHHIO receives Participation Agreements and commitments to join NHHIO network from at least 8 additional HIEPs	Pilot end plus 90 days

State Designated Entity: Transfer of the ONC Award

As part of this contract, NHHIO and DHHS shall work with the ONC to effectuate the transfer of the ONC Award from DHHS to the NHHIO. It is anticipated that such conditions shall be met and transfer will occur by June 30, 2012, but in no event later than September 30, 2012. Transfer of the ONC award is conditioned on all of the above Milestones being met and by the approval

of DHHS and the ONC.

This contract will terminate coincident with the ONC Award transfer to NHHIO.

Should DHHS in collaboration with the ONC determine that the transfer of the ONC Award to NHHIO should not be made, DHHS shall continue to act as the SDE and the NHHIO shall operate as a contractor to DHHS through this contract's duration.

Attachments

A. American Recovery and Reinvestment Act of 2009, Title XIII - Health Information Technology, Subtitle B—Incentives for the Use of Health Information Technology, Section 3013, State Grants to Promote Health Information Technology (ARRA Incentives)

B State Health Information Exchange Cooperative Agreement Program, Funding Opportunity Announcement (ONC HIE FOA)

C American Recovery and Reinvestment Act Standard Terms (ARRA Standard Terms)

D New Hampshire Health Information Exchange Strategic and Operation Plan (NH HIE SOP)

EXHIBIT B METHODS AND CONDITIONS PRECEDENT TO PAYMENT

Contractor: New Hampshire Health Information Organization (NH HIO)

Contract Period: December 1, 2011 or date of Governor and Council Approval, whichever is later, through June 30, 2013

I. FUNDING OF CONTRACT

- A. This Agreement is funded, with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.719, Federal Agency Health and Human Services Program, Office of the National Coordinator for Health Information Technology (ONC) Funding Opportunity Title American Recovery and Reinvestment Act of 2009, State Grants to Promote Health Information Technology Planning and Implementation Projects in the amount of \$3,774,640.
- B. Subject to NHHIO's compliance with the terms and conditions of this agreement and for services provided, the Office of Information Services shall reimburse NHHIO up to a maximum total payment of \$3,774,640 for completion of services detailed in Exhibit A, Scope of Services.
- C. Payment to NHHIO will be based on the agreed upon budget in accordance with the schedule of expenses and program income as stated in Exhibit B-1 summary and detail schedules.
- D. NHHIO may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval by the designated Contract Manager of the Department of Health and Human Services (DHHS), which approval shall not be unreasonably withheld. It being understood that the parties have the mutual objective of enabling NHHIO to meet its obligations under the Agreement. However, cumulative line item changes up to \$50,000 of the approved budget is allowable within each State contract year with written notification to the Contract Manager designated by DHHS.

E. Invoice and Payment:

- 1. NHHIO shall invoice the Department of Health and Human Services for reimbursement of expenditures in a format consistent with the line item budget identified in Exhibit B-1 and the invoice template provided in Exhibit B-2 below.
- 2. Payment will be made by DHHS subsequent to approval of the submitted invoice and if sufficient funds are available in the budget line item submitted by the contractor to cover the costs and expenses incurred in the performances of the services.
- 3. Invoices shall be submitted to DHHS on a monthly basis by the 15th of each month for the preceding month with estimated expenses for the following month per attached invoice schedule in

Exhibit B-3. In addition, monthly invoice will include a section to report actual expenses, program generated income and prepaid amount received from DHHS. Please see attached a sample invoice Exhibit B-2 for monthly submission.

4. Monthly payment will be adjusted to reflect actual expenditure and any unexpended funds awarded to NHHIO shall be returned to DHHS at the end of each contract year or future payment request will be adjusted accordingly. Final reconciliation and invoice for actual expenses shall be due to DHHS no later than sixty (60) days after the completion date of this Contract.
5. In consideration that the NHHIO is a newly established organization for the purpose of carrying out the services described in Exhibit A, the Department of Health and Human Services agrees to provide for an upfront payment for the first month expenses based on the schedule provided in Exhibit B-3. Subsequent payments will be made in advance on a monthly basis upon submission of invoice by NHHIO to DHHS along with supporting documentation as per Exhibit B-3.
6. Monthly estimated expenses for prepayment request cannot exceed one month's estimated allowable costs under the contract as per the amount included in schedule Exhibit B-3. The intent of this provision is to assist NHHIO with the cash flow however, without allowing excess funds to accumulate with NHHIO and also to comply with federal cash management requirements. Changes to the budget shall be made to comport with amounts reasonably requested, subject to approval by the Department, which shall not be unreasonably withheld.
7. Monthly invoice for actual expenditures submitted by NHHIO should accompany detailed invoice from sub-contractors including progress milestones as required in the scope of services in Exhibit A to the Agreement.

F. NHHIO is expected to generate program income as per Exhibit B-4 (Source of Revenue Form) and based on Table 1 below. It is understood and agreed that in order for NHHIO to be successful and self-sustaining it must generate sufficient program income as set forth below. It is further recognized and agreed that a level of uncertainty exists in the marketplace that may affect the level of participation. Accordingly, the NHHIO may request adjustments to the schedule of the generation of Program Income as set forth in Table 1, provided that the overall integrity of the schedule is maintained. Such amendments shall only be made upon written request to and written approval by the designated Contract Manager of the Department of Health and Human Services (DHHS), which approval shall not be unreasonably withheld. It is understood and agreed that the parties have the mutual objective of enabling NHHIO to meet its obligations under the Agreement.

**New Hampshire Health Information Organization
Schedule For Program Income To Be Generated
For the Period 12/1/11 - 6/30/2013**

Table I

NHHIO To Recognize and Report Program Income By	Commercial Payer Fee	HIE Partners Fee	Other	Total Income	Total Cumulative Income To Be Recognized
6/30/12	\$ 40,000	\$ 30,000		\$ 70,000	\$ 70,000
9/30/12	\$ 20,000	\$ 20,000		\$ 40,000	\$ 110,000
12/31/12	\$ 20,000	\$ 50,000		\$ 70,000	\$ 180,000
3/31/13	\$ 20,000	\$ 50,000		\$ 70,000	\$ 250,000
6/30/13	\$ 20,000	\$ 50,000		\$ 70,000	\$ 320,000

G. Program income should be reported on a monthly basis along with the monthly invoice as provided in Exhibit B-2. Payment of invoice will be the total amount of contract less the program income as per the schedule in Exhibit B-3.

H. Failure to meet the program income as outlined in Table I may jeopardize the continuation of the contract, or future funding. Corrective action may include actions such as a contract amendment, or termination of the contract.

I. During the contract period, as part of the collaborative process, DHHS may adjust contract amounts based upon NHHIO's utilization of DHHS and its contractor's services, fiscal expenditure, program income and other contract requirements. Any carry forward funds and reallocations will be carried out through the contract amendment process, in accordance with Paragraph 18 of the P-37, with sufficient notification and as concurred by both NHHIO and DHHS.

Contractor Initials: 
Date: 12/14/11

EXHIBIT B-1: Budget Year 1 Summary

New Hampshire Health Information Organization BUDGET FORM

Budget for State Fiscal Period 12/1/11 - 6/30/12

Item/Item	NH/HIO Requested Budget	Original Budget		
		01/12/11-03/31/11	04/01/11-06/30/11	07/01/11-09/30/11
A. Personnel	136,042	9,167	63,438	63,438
B. Fringe Benefits	36,125	2,750	16,688	16,688
C. Facilities	15,750	2,250	6,750	6,750
D. Travel	8,750	1,250	3,750	3,750
E. Equipment	16,000	8,000	4,000	4,000
F. Supplies	3,333	2,000	667	667
G. Insurance	11,500	2,500	4,500	4,500
H. Marketing & Communications	14,583	2,083	6,250	6,250
I. Legal	50,000	-	25,000	25,000
J. Contractual	979,789	-	489,894	489,894
TOTAL	1,271,872	30,000	620,936	620,936

Program Income

Grant Revenue				
ONC Grant Funds from NH DHHS	1,201,872	30,000	600,936	570,936
Non-Grant Revenue				
Commercial payer fees	40,000			40,000
HIE Partners Fee	30,000			30,000
Other				
Sub-Total Non Grant Revenues:	70,000			
Total Revenues	1,271,872	30,000	600,936	640,936

Contractor Initials: *WZ*
 Date: 12/14/11

EXHIBIT B-1: Budget Year 1

New Hampshire Health Information Organization - Operations Budget Year 1 Narrative

(Budget Assumptions - Amount reflects for only 7 months eff
 SFY 2012 12/1/2011 - 6/30/2012)

	Amount	Explanation
A. Personnel		
	64,167	Executive Director (F/T) Eff 12/1/2011; Salary Not to exceed \$110K 1st Year;
	22,500	Finance and Reporting Manager (P/T) - Eff 1/1/2012;
	40,000	Project Manager / Outreach Manager (F/T) - Eff 1/1/2012; Salary Not to exceed \$80 K 1st Year;
	9,375	Administrative Assistant (P/T) - Eff 1/1/2012;
Sub-Total Personnel	136,042	TOTAL
B. Fringe Benefits	36,125	All benefits are calculated at 30%;
C. Facilities	15,750	Rental Space including Utilities \$ 2,250 per month eff 12/1/11; \$2,000 per month for rent; \$250 per month for utilities; Total Annual: \$27,000
D. Travel	8,750	In State Travel: 2 staff at 58 miles per week for a total of 3,016 miles per year at \$.50 per mile = \$3,016 per year; Out of State Travel: 2 staff travelling 3 trips per year at \$2,000 per trip = \$12,000 per year;
E. Equipment	16,000	\$4,000 Per Staff for 4 staff = \$16,000; \$8,000 up front to procure equipment; Remaining with monthly invoice by 6/30/2012;
F. Supplies	3,333	\$1,000 per staff for 4 staff = \$4,000; Up front payment \$2,000;
G. Insurance	11,500	Based on NEHEN comp - E&O policy with -Per incident: \$1M with \$10K deductible -Policy limit: \$1M
H. Marketing & Communications	14,583	Patient and provider Outreach and Web Development
I. Legal	50,000	Estimated expenses for legal services
J. Contractual Services		
	306,455	HIE Partners Connectivity Grants - \$46K each for about 7 HIEPs
	666,667	Technical Services Partner \$1,000,000 set aside for 1st Year; (To be determined through RFP process)
	6,667	Third Party Audit
		Advisory Services Partner - UNH thru 6 30 2012 to be paid - by DHHS
		Advisory Services Partner - MAeHC thru 12 31 2011 to be - paid by DHHS
	979,789	TOTAL
Total Expenses:	1,271,872	

Contractor Initials: 
 Date: 12/14/11

EXHIBIT B-1: Budget Year 2

New Hampshire Health Information Organization - Operations Budget Year 2 Narrative

SFY 2013 (Budget Assumptions - Amount reflects for 12 months 7/1/2012 - 6/30/2013)

	Amount	Explanation
A. Personnel		
	112,640	Executive Director (F/T) - Annual Salary Increase @ 3.2%
	46,080	Finance and Reporting Manager (P/T) - 3.2% Increase
	81,920	Project Manager / Outreach Manager (F/T) - Annual Salary Increase @ 3.2%
	19,200	Administrative Assistant (P/T) - 3.2% Increase
Sub-Total Personnel	259,840	
B. Fringe Benefits	75,608	All benefits are calculated at 30%;
C. Facilities	27,648	Increase reflects 3.2% over the previous year;
D. Travel	15,360	Increase reflects 3.2% over the previous year;
E. Equipment	750	Misc Equipment to be specified;
F. Supplies	3,667	Office Supplies etc.
G. Insurance	16,884	Based on NEHEN comp - E&O policy with -Per incident: \$1M with \$10K deductible -Policy limit: \$1M
H. Marketing & Communications	25,000	Patient and provider Outreach and Web Development
I. Legal	43,750	Estimated expenses for legal services
J. Contractual Services		
	1,072,595	HIE Partners Connectivity Grants - \$46K each for about 23 HIEPs
	1,270,833	Technical Services Partner contract; (To be determined through RFP process)
	10,833	Third Party Audit
	2,354,261	TOTAL

Total Expenses: 2,822,768

Program Income

Grant Revenue	2,572,768	ONC Grant Funds from DHHS
Non-Grant Revenues:		
Commercial Payers	80,000	\$20,000 Per Payer *1 = \$20,000 For QE 9/30/2012; \$20K PP *3 = \$60K by 6/30/2013 = \$80K
HIE Partners Fees	170,000	2 @ \$10,000 ea = \$20K for QE 9/30/12 & 15 HIE Partners @ \$10K ea thru 6/30/13 = \$150K (\$150K+\$20K=\$170K)

Sub-Total Non Grant Revenues 250,000

Contractor Initials: *[Signature]*
Date: _____
12/14/11

The figures provided in Exhibit B-2 below (Sample Invoice) are for example only and do not reflect the budget or an actual invoice.

EXHIBIT B-2:			INVOICE	
SAMPLE TEMPLATE ONLY!!				
[REDACTED]				
Date: 01/17/2012				
TO NH Department of Health and Human Services 129 Pleasant Street, Brown Building Concord NH 03301				
Invoice period: [REDACTED]				
Reference Number: [REDACTED]				
DESCRIPTION	Contract Budget	In-Kind	Expended For the Month of	
			January 2012	February 2012
I. Personnel (NH HIO)	\$ 136,042.00	\$ -	\$ -	\$ 9,167.00
II. Fringe Benefits	\$ 36,125.00	\$ -	\$ -	\$ 2,750.00
III. Facilities (Office)	\$ 15,750.00	\$ -	\$ -	\$ 2,250.00
IV. Travel	\$ 8,750.00	\$ -	\$ -	\$ 1,250.00
V. Equipment	\$ 16,000.00	\$ -	\$ -	\$ 8,000.00
VI. Supplies	\$ 3,333.33	\$ -	\$ -	\$ 2,000.00
VII. Insurance	\$ 11,500.00	\$ -	\$ -	\$ 2,500.00
VIII. Marketing & Comm	\$ 14,583.33	\$ -	\$ -	\$ 2,083.00
VIII. Legal	\$ 50,000.00	\$ -	\$ -	\$ -
X. Contracted Services				
HISP Connectivity Grd	\$ 306,455.33	\$ -	\$ -	\$ -
Technical Services Pa	\$ 666,666.67	\$ -	\$ -	\$ -
Third Party Audit	\$ 6,666.67	\$ -	\$ -	\$ -
Total Invoice Amount	\$ 1,271,872.33	\$ -	\$ -	\$ 30,000.00
Amount of this payment request				\$ 30,000.00
Amount Expended Year To Date			\$ -	
Amount Received To date			\$ -	
Less: Pre-paid Balance			\$ -	\$ -
Less: Program Income			\$ -	\$ -
Net Amount of this invoice request				\$ 30,000.00
			Total Invoice	\$ 30,000.00
Make Checks Payable to:				
[REDACTED]				
Submitted By: [REDACTED]				

Contractor Initials: *RL*
Date: 02/17/11

2	Exhibit B - 3					
3	New Hampshire Health Information Organization - Invoice Schedule For Payment					
4						
5	<u>Invoice Month</u>	<u>Invoice Date</u>	<u>Actual Expended Previous Month</u>	<u>Invoice Est Exp For Following Month</u>	<u>Description</u>	<u>Actual Expense Month</u>
6						
7	Month 1	12 1 11		\$ 30,000	Invoice for Dec	
8	Month 2	12 15 11	\$ -	\$ 200,312	Invoice for Jan	
9	Month 3	1 16 12	\$ -	\$ 200,312	Invoice for Feb/Actual Exp For Dec	Month 1
10	Month 4	2 15 12	\$ -	\$ 200,312	Invoice for Mar/Actual Exp For Jan	Month 2
11	Month 5	3 15 12	\$ -	\$ 190,312	Invoice for Apr/Actual Exp For Feb	Month 3
12	Month 6	4 16 12	\$ -	\$ 190,312	Invoice for May/Actual Exp For Mar	Month 4
13	Month 7	5 15 12	\$ -	\$ 190,312	Invoice for June/Actual Exp For Apr	Month 5
14	Month 8	6 15 12	\$ -	\$ 192,312	Invoice for July/Actual Exp For May	Month 6
15	Month 9	7 16 12	\$ -	\$ 192,312	Invoice for Aug/Actual Exp For June	Month 7
16	Month 10	8 15 12	\$ -	\$ 192,312	Invoice for Sep/Actual Exp For July	Month 8
17	Month 11	9 15 12	\$ -	\$ 221,759	Invoice for Oct/Actual Exp For Aug	Month 9
18	Month 12	10 15 12	\$ -	\$ 221,759	Invoice for Nov/Actual Exp For Sep	Month 10
19	Month 13	11 15 12	\$ -	\$ 221,759	Invoice for Dec/Actual Exp For Oct	Month 11
20	Month 14	12 15 12	\$ -	\$ 221,759	Invoice for Jan/Actual Exp For Nov	Month 12
21	Month 15	1 15 13	\$ -	\$ 221,759	Invoice for Feb/Actual Exp For Dec	Month 13
22	Month 16	2 15 13	\$ -	\$ 221,759	Invoice for Mar/Actual Exp For Jan	Month 14
23	Month 17	3 15 13	\$ -	\$ 221,759	Invoice for Apr/Actual Exp For Feb	Month 15
24	Month 18	4 15 13	\$ -	\$ 221,759	Invoice for May/Actual Exp For Mar	Month 16
25	Month 19	5 15 13	\$ -	\$ 221,759	Invoice for June/Actual Exp For Apr	Month 17
26	Month 20	6 15 13	\$ -	\$ -	Actual Exp For May	Month 18
27	Month 21	7 15 13	\$ -	\$ -	Actual Exp For June/Final Reconciliation	Month 19
28	Total Allowable Contract Amount:			\$ 3,774,640		

Contractor Initials: 
Date: _____

12/14/11

Exhibit B-4 Year 1
Sources of Revenue Form

New Hampshire Department of Health and Human Services				
Office of Health Information Technology				
		Name of Contractor: <u>New Hampshire Health Information Org. Corp.</u>		
		Budget Period: <u>December 1, 2011 to June 30, 2012</u>		
		Year 1		
A Source of Revenue (Funds)	B Revenue for Currently Funded Programs (to Current Budget Period)		C Proposed Revenue for Proposed Budget Period	
	Dollar Amount	Percentage	Dollar Amount	Percentage
ONC Grant Fund from DHHS			1,201,872	94%
Other State Funds			0	0%
Commercial Payer Fee			40,000	3%
HISP/HIE Cluster Fee			30,000	2%
Total			1,271,872	100%
In-Kind (specify below)				

Exhibit B-4 Year 2
Sources of Revenue Form

New Hampshire Department of Health and Human Services				
Office of Health Information Technology				
		Name of Contractor: <u>NHHIO</u>		
		Budget Period: <u>July 1, 2012 to June 30, 2013</u>		
		Year 2		
A Source of Revenue (Funds)	B Revenue for Currently Funded Programs (to Current Budget Period)		C Proposed Revenue for Proposed Budget Period	
	Dollar Amount	Percentage	Dollar Amount	Percentage
ONC Grant Fund from DHHS			2,572,768	91%
Other State Funds				
Commercial Payer Fee			80,000	3%
HISP/HIE Clusters Fee			170,000	6%
TOTAL			2,822,768	100%
In-Kind (specify below)				

Contractor Initials: DL
 Date: 12/14/11

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State's rights and remedies shall be as follows:

8.2.1 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within forty-five (45) days from the date of Contractor's receipt of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) business days after giving the Contractor notice of termination.

8.2.2 If cure is not made in accordance with Section 8.2.1, the State may set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default.

8.2.3 In addition to the remedies in Section 8.2.2, if cure is not made in accordance with Section 8.2.1, the State may treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

8.3 Limitations on State's remedies.

8.3.1 If the breach by Contractor is the failure to reach a milestone or to provide a report on time, the only remedy available to the State if Contractor does not cure as provided in Section 8.2.1 shall be the right to terminate this Agreement and require the return of any unobligated unexpended funds.

8.3.2 Contractor shall in no event be liable for any special, consequential, incidental or indirect damages, or any punitive, exemplary or enhanced damages, including, but not limited to, loss of profits, loss of data, or harm to business or reputation, even if Contractor has been apprised of the possibility of such damages or harm in advance.

8.3.3 Contractor's monetary liability in the aggregate for any and all claims or causes of action, damages, costs, and the like shall be limited to the return to the State of all unobligated unexpended grant funds provided to Contractor by the State or the federal government, and Contractor shall have no monetary liability beyond this return obligation. Except that in the event that the NHHIO does not become the SDE, the State reserves the right to renegotiate this provision.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State, except as otherwise required by law, regulation or court order.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services, which consent shall not be unreasonably withheld. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State which consent shall not be unreasonably withheld.

14. INSURANCE.

The NHHIO was legislatively created under Chapter 232 of the laws of 2011 (HB 489) and charged with the responsibility to establish and maintain a health information organization for the electronic exchange of health

information. The law also requires the commissioner of the department of health and human services to enter into a contract with the health information exchange to administer the grant for the New Hampshire Information Exchange Planning and Implementation Project. As no grant funding is available to the NHHIO until this contract is approved by Governor and council, the parties understand and agree that the NHHIO will secure insurance as required under Paragraph 14 of the P-37 as soon as practicable after this contract is approved and agree further that the NHHIO shall not take any action that may create significant risk until such time as such insurance is in place.

17 NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given three days after the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

24 ENTIRE AGREEMENT. This Agreement, together with Exhibits A through H and any Attachments thereto, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

New Hampshire Health Information Organization Corp From: 12/1/2011 To: 6/30/2013
 (Contractor Name) (Period Covered by this Certification)

John Reagon chair
 (Name & Title of Authorized Contractor Representative)

[Signature] 12/14/11
 (Contractor Representative Signature) (Date)

Contractor Initials: WR
 Date: 12/14/11

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

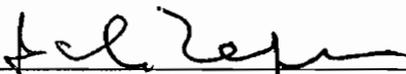
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 12/1/2011 through 6/30/2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Chair
 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

M.H.H.10
 (Contractor Name)

12/14/11
 (Date)

Contractor Initials: 

Date: 12/14/11

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: 

Date: 12/04/11

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

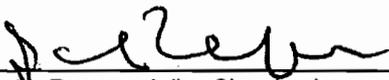
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

John Reason Chao

(Authorized Contractor Representative Name & Title)

New Hampshire Health Information Organization Corporation

(Contractor Name)

12/14/11

(Date)

Contractor Initials: 
Date: 12/14/11

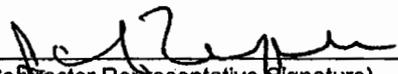
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

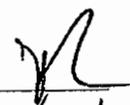
1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

John Reardon, CEO
(Authorized Contractor Representative Name & Title)

New Hampshire Health Information Organization Corporation
(Contractor Name)

12/14/11
(Date)

Contractor Initials: 
Date: 12/14/11

NH Department of Health and Human Services

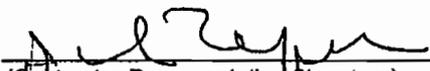
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


(Contractor Representative Signature)

JOHN REAGAN CHAIR
(Authorized Contractor Representative Name & Title)

New Hampshire Health Information Organization Corporation
(Contractor Name)

12/14/11
(Date)