REQUEST FOR PROPOSALS

For
Healthcare-Associated Infections
Electronic Data Reporting Project

RFP# 2010-051

State Fiscal Years 2010 and 2011
December 9, 2009 – June 30, 2011

October 5, 2009

Contact Information:
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NH DHHS, DPHS, Communicable Disease Surveillance
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Concord, NH 03301-6527
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The mission of the New Hampshire Department of Health and Human Services (NH DHHS), Division of Public Health Services (DPHS) is to assure the health and well-being of communities and populations in New Hampshire by promoting and protecting the physical, mental and environmental health of its citizens, by preventing disease, injury, disability and death, and preparing for public health emergencies. This mission is carried out, to a large degree, in partnership with community-based agencies that are awarded contracts through a Request for Proposals (RFP) process.

1. **PURPOSE OF THE REQUEST FOR PROPOSALS AND AVAILABLE FUNDING**

The New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS) is seeking proposals from an organization to conduct assessments at all 26 acute care hospitals in New Hampshire to determine their readiness for electronic reporting of healthcare-associated infections (HAI) data to the Centers for Disease Control and Prevention’s (CDC) National Healthcare Safety Network (NHSN). The selected contractor would assess each hospital’s ability to use clinical document architecture and health level 7 (HL7) messaging to provide data to NHSN. At the completion of the assessment, the contractor, in consultation with DPHS, will select between 4-6 hospitals to provide limited funding (between $10,000 and $15,000) to assist the hospitals with purchasing any equipment, software, or development work necessary to implement electronic reporting with NHSN.

Funding is pending Fiscal Committee and Governor and Council acceptance and approval for the funds from the American Recovery and Reinvestment Act (Recovery Act). Recovery Act funds are anticipated to be available on or around October 7, 2009. The level of funding is approximately $90,000 for the time period December 9, 2009 through June 30, 2011. The exact amount of each award will be based on the Proposal Requirements and Scoring Criteria described in Section 10. DPHS expects that no more than $30,000 of the $90,000 budget will be retained by the contractor for hospital assessments and technical assistance. DPHS expects the remaining $60,000 to be distributed equally by the contractor to each of the 4-6 hospitals selected to pilot electronic reporting to NHSN.

See Section 14 of this RFP for provisions regarding Amendments and Renewals of any contract resulting from this RFP. Copies of this RFP and accompanying forms may be downloaded from our website at: [http://www.dhhs.nh.gov/DHHS/OBO/LIBRARY/RFP/default.htm](http://www.dhhs.nh.gov/DHHS/OBO/LIBRARY/RFP/default.htm). Forms contained in the PDF or print versions of the RFP cannot be used for electronic data entry. Electronic version of forms, to be used for proposal submission, will be provided to all bidders that submit a Letter of Intent.
2. **BACKGROUND INFORMATION**

DPHS has been actively engaged in developing an HAI surveillance program since 2007. During the 2006 legislative season, the New Hampshire legislature passed a bill creating NH RSA 151:32-35, which requires hospitals to identify, track, and report HAI to DPHS effective July 1, 2007. RSA 151:33 specifically requires reporting of central line-associated blood stream infections (CLABS), surgical site infections (SSI), ventilator-associated pneumonia (VAP), central line insertion practices (CLIP), surgical antimicrobial prophylaxis (SAP), and influenza vaccination rates. DPHS has specified how and which of these specific infections must be reported in 2009 (See *Healthcare-Associated Infections Reporting Requirements 2009* in Section 16, Enclosures). The intent of the law is to provide HAI data by hospital in a publicly accessible forum (e.g. website) for hospital comparison.

Hospitals began reporting data to DPHS via the Centers for Disease Control and Prevention’s (CDC) National Healthcare Safety Network (NHSN) in 2009. Standards and processes for data exchange are promulgated by the CDC which provides data exchange guidance for NHSN participants. This work has represented a significant burden to hospitals as much of the data must be hand entered into NHSN. In 2009, NHSN was enhanced to allow for receipt of data electronically from hospital information systems. Over the next several years, NHSN intends to continue expanding the data elements it can accept electronically from hospitals.

The National Healthcare Safety Network (NHSN) is a voluntary, secure, internet-based surveillance system that integrates patient and healthcare personnel safety surveillance systems managed by the Division of Healthcare Quality Promotion (DHQP) at CDC. During 2008, enrollment in NHSN was opened to all types of healthcare facilities in the United States, including acute care hospitals, long term acute care hospitals, psychiatric hospitals, rehabilitation hospitals, outpatient dialysis centers, ambulatory surgery centers, and long term care facilities.

NHSN makes use of recent advances in information technology. While maintaining data security, integrity, and confidentiality, NHSN has the capacity for healthcare facilities to share data in a timely manner between healthcare facilities (e.g., a multihospital system) or with other entities (e.g., public health agencies or quality improvement organizations).

NHSN's information technology architecture enables data exchanges in accordance with the standards adopted by the U.S. Department of Health and Human Services in the National Health Information Technology Initiative. CDC collaborates with federal and national partners to create standards that will prevent duplication of efforts at the facility level. To reduce the burden of reporting, harmonization of healthcare performance measures across national organizations is in progress, and for some measures has been achieved (i.e., pneumonia and bloodstream infections). In addition, CDC is working with private sector vendors so that facilities collecting data using commercially-available systems will be able to voluntarily upload those data electronically into NHSN. Additional information about NHSN can be found at: [www.cdc.gov/nhsn](http://www.cdc.gov/nhsn).

DPHS’s goal is to have the hospital assessments completed by June 1st, 2010 such that the contractor can then provide funding to hospitals to begin the work of implementing messaging technology for NHSN reporting. The contractor would then serve as a subject matter expert for the selected hospitals through the remainder of the contract period, as the hospitals work to enable electronic data reporting.
3. SCOPE OF SERVICES AND PERFORMANCE MEASURES

3.1 Scope of Services:

The minimum required services to meet the priorities and goals of this request for proposals are:

1. Conduct electronic data reporting assessments at each of 26 acute care hospitals
   a. Meet (in person or by phone) with DPHS staff to discuss HAI surveillance activities in New Hampshire as needed
   b. Contact the clinical document architecture and reporting staff at NHSN to determine current functionality of NHSN and planned enhancements over the next several years
   c. Develop a proposed assessment tool (i.e., list of questions for hospitals) and meet with DPHS staff for review, feedback, and approval. The tool may include questions about information systems used at the hospital for clinical and laboratory data, the hospital’s ability to generate HL7 data files, and the hospital’s ability to securely transmit data to NHSN.
   d. Contact hospital information technology and infection prevention or quality assurance staff to complete assessment.
   e. Summarize findings of assessments when complete and provide information to DPHS by June 1st, 2010.

2. Provide funding ($10,000-$15,000) to 4-6 selected hospitals to implement reporting
   a. Meet with DPHS staff to review findings of the assessment and to select hospitals (based on readiness for reporting, hospital volume, participation in NHSN modules that allow for electronic reporting, and other criteria to be determined).
   b. Contact selected hospitals to determine interest in receiving funds and implementing reporting by June 30th, 2010.
   c. Develop agreements with hospitals and provide funding.

3. Provide limited subject matter expertise for questions about electronic reporting to NHSN as needed through the end of the contract, June 30th, 2011

3.2 Performance Measures

The DPHS is committed to assuring that it delivers high quality public health services directly or by contract. As stewards of state and federal funds we strive to assure that all services are evidenced-based and cost efficient. To measure and improve the quality of public health services, DPHS employs a performance management model. This model, comprised of four components, provides a common language and framework for DPHS and its community partners. These four components are: 1) performance standards; 2) performance measurement; 3) reporting of progress; and, 4) quality improvement. DPHS has established the following performance measures for the work to be carried out under this proposal.

Progress toward meeting the deliverables and financial and personnel figures as required by the Recovery Act will be reported monthly in a manner and format provided by DPHS.
The contractor will work with DPHS and NHSN to develop an electronic data reporting hospital assessment questionnaire.

The contractor will contact hospital information technology and infection prevention or quality assurance staff to complete assessment.

The contractor will provide funding ($10,000-$15,000) to 4-6 selected hospitals to help with some of the cost of implementing reporting.

The contractor will provide limited technical support for questions about electronic reporting to NHSN as needed through the end of the contract, June 30th, 2011.

As part of this proposal, the bidder is required to describe in the work plan the steps that will be taken towards meeting the performance measures and the evaluation process that will be used to assure progress towards meeting the performance measures and the overall program objectives and goals. At intervals specified by DPHS, the selected bidder/contractor will report on their progress towards meeting the performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal.

A detailed work plan is included with this RFP and must be submitted in addition to the narrative sections described in Section 10. The work plan must describe what major activities will be conducted, the person(s) or group(s) responsible for each activity, and a timeline that will allow progress to be measured throughout the project period.

3.3 Culturally and Linguistically Appropriate Standards of Care

DPHS recognizes that culture and language have considerable impact on how residents prepare for and respond to public health emergencies and services. Culturally and linguistically diverse populations experience barriers in efforts to prepare for and respond to emergencies. To help improve response capability within the region, the DPHS expects the Contractor shall provide culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

4. ELIGIBILITY

Proposals may be submitted by any established non-profit corporation, public agency (agency or department of municipal, county, or state government); or by private proprietorships, partnerships, or corporations; or by a consortium of public, non-profit, and private entities. The potential vendor will maintain an in-state presence to be available for consultation and problem solving in emergent situations. In the case of collaborative proposals, one organization shall be designated to enter into a contractual relationship with the DPHS.
5. **PROCUREMENT TIMETABLE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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<tbody>
<tr>
<td>10/05/2009</td>
<td>RFP packages are available by request or via the NH DHHS website <a href="http://www.dhhs.nh.gov/DHHS/OBO/LIBRARY/RFP/default.htm">http://www.dhhs.nh.gov/DHHS/OBO/LIBRARY/RFP/default.htm</a></td>
</tr>
<tr>
<td>10/26/2009</td>
<td>Optional Letters of Intent due to DPHS by 4:30 PM EST</td>
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<tr>
<td>10/26/2009</td>
<td>Deadline to submit questions in writing relative to RFP by 4:30 PM EST</td>
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<tr>
<td>11/2/2009</td>
<td>Proposals due to DPHS by 4:30 PM EST</td>
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<tr>
<td>11/9/2009</td>
<td>Notices will be sent to selected bidder(s)</td>
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<tr>
<td>11/16/2009</td>
<td>Contract documents sent by DPHS to selected bidder(s) for signature</td>
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<tr>
<td>11/23/2009</td>
<td>Signed contract documents due back to DPHS</td>
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<tr>
<td>12/9/2009</td>
<td>Effective date of contracts, pending Governor and Council approval.</td>
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6. **LETTER OF INTENT**

The enclosed required Letter of Intent Form, or other written communication that includes all information requested on the Letter of Intent Form, may be used to satisfy the Letter of Intent option by submitting to DPHS as described on the form. A Letter of Intent offers the benefit of ensuring that a bidder will receive notice of any modifications made to the RFP as well as copies of questions asked by all bidders and answers provided by DPHS, as described in Section 7.2. Also, electronic versions of forms, required for proposal submission, will be provided to all bidders that submit a Letter of Intent.

7. **BIDDERS’ CONFERENCE AND BIDDERS’ QUESTIONS**

7.1. **Bidders’ Conference**

There will be no bidders’ conference.

7.2. **Bidders’ Questions**

Please see the DHHS’ Frequently Asked Questions (FAQs) about the RFP process [http://www.dhhs.nh.gov/DHHS/OBO/FAQs/default.htm](http://www.dhhs.nh.gov/DHHS/OBO/FAQs/default.htm). These will provide answers to many commonly asked questions about the proposal process. All questions relative to the RFP must be submitted in writing to Beth Daly by the date in the Procurement Timetable at the address below or via e-mail at [erdaly@dhhs.state.nh.us](mailto:erdaly@dhhs.state.nh.us). These questions and their answers will be sent to all bidders who have submitted a Letter of Intent and will also be published on the DHHS web site at the web address noted in the Procurement Timetable.

NH DHHS, DPHS, Communicable Disease Surveillance
ATTN: Beth Daly
29 Hazen Drive
Concord, NH 03301-6504
8. APPROPRIATE USE OF FUNDS AND OTHER REQUIREMENTS

Funds may be used to pay for salaries and benefits of program staff, meeting expenses, travel for program and training purposes, technical assistance and other training, educational materials, postage, supplies, rent, subcontracts, consultants, software, and telephone. Indirect costs must be less than or equal to 10% of direct costs. DPHS funding may not be used to replace funding for a program already funded from another source.

Funded contractors/vendors will be expected to keep records of their activities related to DPHS-funded programs and services. Payment for contracted services will be made on a combined line item cost reimbursement basis on monthly invoices for expenditures incurred and upon compliance with reporting requirements.

Funded contractors/vendors will be accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor/vendor’s current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.

Staff funded under this RFP will be required to attend pertinent technical assistance sessions or progress reviews sponsored by DPHS.

Contracts funded with American Recovery and Reinvestment Act funding are subject to special terms and conditions. Exhibit C is presented in its entirety and contains components not directly applicable to the specific contract situation.

9. PROPOSAL SUBMISSION INSTRUCTIONS.

9.1 Proposal Submission

Proposals shall be submitted to:

NH DHHS, DPHS, Communicable Disease Surveillance
ATTN: Beth Daly
29 Hazen Drive
Concord, NH 03301-6504

The proposal shall be received (not simply post-marked) by DPHS no later than 4:30 PM, EST on the date specified in the Procurement Timetable in Section 5. No extensions will be granted. Faxed copies will NOT be accepted. The responsibility for submitting a response to this RFP on or before the stated time and date will rest solely and strictly with the bidder. The DPHS will in no way be responsible for delays in delivery caused by the U.S. Postal Service or other couriers, or caused by any other occurrence.
9.2 Required Materials

The following required materials shall be submitted to DPHS in order for a proposal to be complete:

1. Original proposal, plus three (3) copies and an electronic copy on CD or other media. Hard copies should be double-sided.
2. Proposal Face Sheet
3. Proposal Checklist
4. Table of Contents
5. Executive Summary
6. Proposal Narrative
7. Work plan with Performance Measures
8. Staff List Form
9. Budget Form
10. Comprehensive General Liability Insurance Acknowledgement Form

Forms contained in the PDF or print versions of the RFP cannot be used for electronic data entry. Electronic version of forms, to be used for proposal submission, will be provided to all bidders that submit a Letter of Intent.

10. PROPOSAL REQUIREMENTS AND SCORING CRITERIA

Proposals shall follow the outline presented in this section and are required to contain all components listed and detailed below. Proposals will be reviewed as described in Section 11. The score of a proposal will be based on the extent to which the applicant successfully addresses the required proposal components.

10.1 Proposal Formatting & Adherence to Instructions – 5 Points

An organized proposal facilitates the work of reviewers who are often reviewing multiple proposals. Proposals shall:

- contain a Table of Contents;
- be typed, double-spaced and in no less than 11-point font;
- have one-inch margins;
- have numbered pages, following the Table of Contents;
- include requested information in appropriate sections of proposal;
- adhere to page limitations for each section;
- spell out all acronyms the first time that they are used;
- note the source of all data cited; and,
- be clipped in the upper left corner, and not be bound or stapled.
10.2 Proposal Face Sheet – Not scored

10.3 Proposal Checklist – Not scored

10.4 Table of Contents – Not scored

10.5 Executive Summary (not to exceed 2 pages) not scored

Proposals lacking an Executive Summary will not be reviewed.

Summarize the agency/bidder organization information (include any subcontractors to be involved), the proposal, the priority activities to be conducted, and how this will strengthen regional preparedness. The Executive Summary is an integral component of the proposal review process and must be prepared as a stand-alone component.

10.6 Proposal Narrative and Work plan

10.6.1 Bidder Experience and Capacity (not to exceed 5 pages) - 30 Points

This section of the proposal is intended to convey the experience and capacity of the bidder, its staff and any collaborating partners to carry out the scope of services. It should convince reviewers that the bidder is the most qualified candidate to provide the services requested.

1. Describe the bidder’s overall mission, program, and services, indicating how they relate to the goals and priorities described in Section 2 of the RFP.

2. Describe/demonstrate in the proposal that the bidder and any collaborating partners have the experience and capacity necessary to meet the goals, objectives, and priorities of the program; provide the minimum required services as described in Section 3 and Exhibit A of the RFP; and, to meet the performance measures. This includes:
   a. its overall ability to perform the technical aspects of the program;
   b. the availability of qualified and experienced personnel;
   c. the availability of adequate facilities, general environment, and resources for the proposed services; and,
   d. adequacy of plans for the administration of the program. Please include an organizational chart as an appendix.
   e. additional public health activities beyond immunization initiatives and the applicant’s capacity and willingness to coordinate and expand activities to broader public health services should funding become available.

3. Describe any significant changes and accomplishments (for example, changes in geographic area served, staffing, or reorganization of agency/bidder organizational structure) which occurred during the current fiscal year, or which are planned for the upcoming period, and explain how these will impact the scope of services to be provided.
10.6.2 Plan of Operation (not to exceed 5 pages) - 25 Points

This section of the proposal supplements the work plan and Staff List Form and describes how the bidder will meet the overall goal(s) described in Section 2. and the Scope of Services of the RFP.

1. Describe, concisely and completely:
   a. how the program will operate;
   b. how the Scope of Services as described in Section 3. and Exhibit A of the RFP will be carried out – and by whom;
   c. how performance measures will be met.

2. Describe the populations and geographical areas to be served.

3. Describe and demonstrate the bidder’s ability to access one or more populations considered a high priority for the program in the bidder’s service area.

4. Describe a plan for monitoring and evaluating progress in meeting objectives stating how progress will be measured.

5. Complete the provided electronic Staff List Form according to instructions.

10.6.3 Workplan - 25 points

Workplans address specific objectives, activities and performance measures. Complete the Workplan/Reporting Form according to the instructions. There is no page limitation for this form. Performance Measure targets should be realistic and attainable.

1. Describe steps of a clear and rational process to carry out activities and meet objectives. Significant activities and associated timelines must be included.

10.6.4 Budget and Justification - 15 Points

For the purposes of this RFP, the Budget Period is December 9, 2009 to June 30, 2011. The proposed budget shall be appropriate in relation to the proposed activities, reasonable, clearly justified, and consistent with the intended use of funds. It shall include the following items:

1. **Budget Form** (provided by DPHS) See RFP Enclosures, Section 16. This form details the costs of your proposal. The Budget Form shall be submitted electronically and in hard copy.

2. **Budget Justification** - (Not to exceed 2 pages per Budget Period)
   A Budget Justification must be completed.
   - Describe in detail each expense item and personnel position for which funding is requested, linking each to the services to be provided. Use the numbered items as listed in the Budget Form and Justification Instructions (See Enclosures) to organize this justification narrative.
   - Ensure that the budget is appropriate in relation to the proposed activities, reasonable, clearly justified, and consistent with the intended use of funds.
   - Proposals should provide the best value for cost/price bid.
• The indirect costs shall not exceed 10% of direct costs.

3. **Staff List Form** (provided by DPHS)
   The Staff List Form shall be submitted electronically and in hard copy.
   • Include all staff in the program funded in part or in whole through this proposal.
   • Complete one Staff List Form for each Budget Period.

11. **PROPOSAL REVIEW AND EVALUATION**

DPHS will convene a review panel to conduct an objective review of proposals received in response to this RFP process. The panel will be comprised of internal and external reviewers for competitive proposals. All reviewers are required to sign a conflict of interest agreement to assure their impartiality during the review process.

**Scoring of proposals will be based solely on what is submitted in writing by the bidder in response to this RFP.** The merits of each proposal will be evaluated and scored according to the scoring criteria described in Section 10.

In situations in which proposal scores are close or equal after the initial review, the DPHS may choose to conduct a second review of the proposals with comparable scores, and/or may request that bidders present a live presentation to the review committee of their proposal. The DHHS reserves the right to request additional information in order to make a final determination of the successful bidder(s).

DPHS reserves the right to accept or reject any proposal, and to waive any minor irregularities in the proposals. DPHS reserves the right to make final funding decisions based on the availability of funds, geographic distribution of services, prior bidder performance (if applicable), and other Department priorities.

Please note that DPHS recommends the awarding of a contract to the Governor and Executive Council. Thus, the RFP and contract process is not complete without approval of the Governor and Executive Council.

12. **PROCEDURES FOR BIDDER SELECTION AND NOTIFICATION**

**Notice of Selection Procedures**
A letter of selection will be sent to selected bidders by the date noted in the procurement timetable. The scope of services and budget may be negotiated based upon the merit of the proposal as evaluated by the review panel, availability of funding, and conditions of the award. Failure of a selected bidder to satisfactorily negotiate within a reasonable timeframe may result in the bidder forfeiting its award.

DPHS may negotiate the funding of geographic service areas and selected activities of a proposal if other activities can be funded more efficiently through different providers. DPHS may also require a bidder to make appropriate linkages with other contractors/vendors and programs in order to receive funding.

**Recommendation for Non-Selected Proposals**
In accordance with New Hampshire Statutes Chapter 21-I: 13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A: 4,
after contracts for selected bidders are approved by Governor and Executive Council, non-selected bidders may request an opportunity to:

1) Discuss with DPHS administrative staff the reasons for not being selected.
2) Receive recommendations that may make future proposals more effective.

such requests shall be submitted in writing to:

NH DHHS, DPHS, Bureau of Policy and Performance Management
ATTN: Joan H. Ascheim
29 Hazen Drive
Concord, NH 03301-6504

such requests are not considered appeals. once a bidder has submitted a letter, DPHS will attempt to accommodate such requests within a reasonable time.

13. DOCUMENTS FOR CONTRACT APPROVAL

following selection, selected bidders will be required to submit the following documents for contract approval:

• Signed and notarized General Provisions (P-37) (form provided by DPHS).
• Signed and notarized Certificate of Vote (sample provided by DPHS).
• Revised budget and budget justification pages.
• Most recent Agency Financial Audit, or audited financial statements (required only for contracts purchasing social services)
• Agency/bidder Mission Statement - (required only for contracts purchasing social services)
• Key Administrative Personnel Sheet - (required only for contracts purchasing social services) a chart of key administrative personnel.
• Resumes - (required only for contracts purchasing social services) current resume/curriculum vitae of each person listed in the Key Personnel Sheet.
• Board of Directors List - (required only for contracts purchasing social services)
• Certificate of Good Standing - (not required for municipalities) this is a Certificate of Good Standing, Registration, or Authorization, as appropriate, that is issued by the NH Secretary of State’s office and is proof of a company/organization’s existence.
• **Certificate(s) of Insurance** for General Liability and Worker’s Compensation Insurance with the following listed as the Certificate Holder:

  Director, Division of Public Health Services  
  NH Department of Health & Human Services  
  29 Hazen Drive  
  Concord, NH 03301-6504

• Signed copies of additional assurances: **Exhibits D; E; F; G; H**, (provided by DPHS).

**Please make arrangements in advance for any necessary Board actions so that contract documents can be returned by the date listed in the procurement timetable.** Successful contract document completion will result in a contract becoming effective on the date in the procurement timetable or upon approval by the Governor and Executive Council of the State of New Hampshire, whichever is later. **Delays in returning contract documents may result in contracts not being effective on that date.** No services occurring before the effective date are reimbursable under the contract.

### 14. ADDITIONAL INFORMATION

**Amendments**

DPHS has the option of amending the Agreement throughout the funding cycle based on program performance, fiscal expenditure, and other contract requirements. All amendments require approval by the Governor and Executive Council.

**Renewals**

DPHS has the option to renew the Agreement for two additional years, pending availability of funding, the agreement of the parties, and approval by Governor and Council.

**Cancellation**

DPHS may, upon determining that no satisfactory proposals have been received for any particular service, decide to re-bid for this particular service.

**Public Record**

All proposals become the property of the State of New Hampshire and will be a matter of public record.

### 15. RESPONSIBILITIES OF THE DIVISION OF PUBLIC HEALTH SERVICES

DPHS will take an active role in providing technical assistance to the contract organizations on relevant issues (e.g., program implementation and evaluation) by conducting site visits and maintaining frequent telephone contact.

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

16. ENCLOSURES

Exhibit A
Exhibit C – American Recovery and Reinvestment Act Standard Terms
Workplan/Reporting Form & Instructions
Letter of Intent Form
Proposal Face Sheet & Instructions
Proposal Checklist
Staff List Form & Instructions
Budget Form
Budget Form and Justification Instructions
Comprehensive General Liability Insurance Acknowledgement Form
New Hampshire Healthcare-Associated Infections Reporting Requirements 2009
Exhibit A
Scope of Services

Healthcare-Associated Infections Electronic Data Reporting Project

CONTRACT PERIOD: December 9, 2009 or date of G&C approval, whichever is later, through June 30, 2011.

CONTRACTOR NAME:

ADDRESS:

Agency Contact & Title:
TELEPHONE:

The Contractor shall:

1. Conduct electronic data reporting assessments at each of 26 acute care hospitals
   a. Meet (in person or by phone) with DPHS staff to discuss HAI surveillance activities in New Hampshire as needed
   b. Contact the clinical document architecture and reporting staff at NHSN to determine current functionality of NHSN and planned enhancements over next several years
   c. Develop a proposed assessment tool (ie. list of questions for hospitals) and meet with DPHS staff for review, feedback and approval. The tool may include questions about information systems used at the hospital for clinical and laboratory data, the hospitals ability to generate HL7 data files, and the hospitals ability to securely transmit data to CDC.
   d. Contact hospital information technology and infection prevention or quality staff to complete assessment.
   e. Summarize findings of assessments when complete and provide information to DPHS by June 1st, 2010.

2. Disburse Federal funds from this contract ($10,000-$15,000) to 4-6 selected hospitals to implement electronic data reporting:
   a. Meet with DPHS staff to review findings of the assessment and to select hospitals (based on readiness for reporting, hospital volume, participation in NHSN modules that allow for electronic reporting, and other criteria to be determined).
   b. Contact selected hospitals to determine interest in receiving funds and implementing reporting by June 30th, 2010.
   c. Develop agreements with hospitals and provide funding.

3. Provide subject matter expertise for questions about electronic reporting to NHSN as needed through the end of the contract, June 30th, 2011.

4. Submit monthly progress reports using a format prescribed by DPHS.
Exhibit C
American Recovery and Reinvestment Act Standard Terms

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

1. The Contractor/Grantee shall obtain a DUNS number (www.dnb.com), and register with the Central Contractor Registry (CCR, www.ccr.gov). The Contractor/Grantee shall require any subcontractor/subgrantee to obtain a DUNS number.

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

2. The Contractor/Grantee, upon entering into any sub-contract/sub-grant to be paid for with American Recovery and Reinvestment Act funds received through this contract/grant for the purpose of carrying out this agreement, agrees to provide the Contracting Officer/Grant Manager and the Office of Economic Stimulus redacted PDF or paper copies of the executed sub-contracts/sub-grants. A copy may be submitted by e-mail to NHOES@nh.gov or by U.S. Mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301 or by delivery to the Office of Economic Stimulus, State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301. The copies provided to the State shall have any proprietary or non-public information, the disclosure of which would constitute an invasion of privacy, redacted. All contracts/grants to individuals and those for amounts of less than $25,000 shall be reported in the aggregate by written narrative in a manner that protects the privacy interests of any individual recipient. The written narrative shall include the purpose of the sub-contract(s)/grant(s), the aggregate amount of the sub-contract(s)/grant(s), and an estimate of the jobs created and the jobs retained by job type, if any, as a result of the sub-contract(s)/grant(s). All contracts/grants awarded using American Recovery and Reinvestment Act funds will be posted on the NH Recovery web site and may be posted on the federal Recovery.gov web site.

3. The Contractor/Grantee shall comply, and require any subcontractor/subgrantee to comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Contractor/Grantee and subcontractor/subgrantee, including, but not limited to:

   a. The Contractor/Grantee shall comply with, and shall require any subcontractor/subgrantee to comply with, applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”), and applicable federal, rules, orders,
regulations and guidelines issued pursuant thereto, as amended from time to time, including, but not limited to:

Section 1512 Reporting:

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

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

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

**First-tier subcontract**: means a subcontract awarded directly by a prime contractor whose contract is funded by ARRA.

**Jobs created**: means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers contractor/grantee positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor/grantee. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

**Jobs retained**: means an estimate of those previously existing filled positions that are retained as a result of funding by ARRA. This definition covers contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

All jobs created (FTEs) added to all jobs retained (FTEs) should equal the total jobs (FTEs) being paid for with the ARRA contract/grant funds received pursuant to this Agreement by the contractor/grantee. Stated otherwise, all jobs (FTEs) being paid for with funds provided by this agreement minus all jobs created (FTEs) should equal all jobs retained (FTEs). A job cannot be reported as both created and retained.

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

1. Salary and bonus.
(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds $10,000.

The Contractor/Grantee shall provide the data needed for Section 1512 reporting monthly in the format defined by the Contracting Officer/Grant Manager. The report format may be changed over time if the federal government issues guidance or establishes requirements for a different format.

Section 1512, at a minimum, requires the following data from the Contractor/Grantee:

1. An evaluation of the completion status of the project or activity;
2. An estimate of the number of jobs created by the project or activity by job type;
3. An estimate of the number of jobs retained by the project or activity by job type;
4. Total hours of employees working on the project or activity (subtotal by jobs created and existing jobs);
5. Total wages for employees working on the project or activity (subtotal by jobs created and existing jobs);
6. For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and
7. Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The Contractor/Grantee agrees to provide the following data required by the Federal Funding Accountability and Transparency Act, 31 U.S.C. 6101, for both the contractor/grantee and any subcontractor(s)/subgrantee(s):

1. The name of the entity receiving the award (must match the name used for establishing the entity’s DUNS number and Contractor Central Registry);
2. The amount of the award;
3. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance Number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
(4) The location of the entity receiving the award and the primary location of performance under
the award, including the city State, congressional district, and county;
(5) The DUNS number and Central Contractor Registry numbers of the entity receiving the
award and of the parent entity of the recipient, should the entity be owned by another entity;
(6) Any other relevant information specified by the Office of Management and Budget
(“OMB”). Currently no further information is being required by OMB.

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

Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an
invoice is submitted prior to the last day of each month, are due no later than the fifth day of each
month.

The Contractor/Grantee shall report the following additional information, to the contracting officer or
grant manager identified in this contract/grant in an Excel spreadsheet or paper report in the form
provided by the State. The State agrees to provide the Contractor/Grantee with a report form that has
pre-filled the data elements known to the State:

(1) The Government contract and order number, as applicable;
(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A
cumulative amount from all the reports submitted for this action will be maintained by the state;
(3) A list of all significant services performed or supplies delivered, including construction, for
which the contractor invoiced in this calendar month;
(4) Program or project title, if any;
(5) A description of the overall purpose and expected outcomes or results of the contract,
including significant deliverables and, if appropriate, associated units of measure;
(6) An assessment of the contractor’s/grantee’s progress towards the completion of the overall
purpose and expected outcomes or results of the contract/grant (i.e., not started, less than 50
percent completed, completed 50 percent or more, or fully completed). This covers the
contract/grant (or portion thereof) funded by the Recovery Act;
(7) A narrative description of the employment impact of work funded by the Recovery Act. This
narrative should be cumulative for each calendar month and only address the impact on the
contractor’s workforce. At a minimum, the contractor shall provide;
(i) A brief description of the types of jobs created and jobs retained in the United States
and outlying areas (see definition in FAR 2.101). This description may rely on job titles,
broader labor categories, or the contractor’s existing practice for describing jobs as long
as the terms used are widely understood and describe the general nature of the work; and
(ii) An estimate of the number of jobs created by job type and a separate estimate of the
number of jobs retained by job type, by the contractor/grantee and separately by any
subcontractor(s)/subgrantee(s), in the United States and outlying areas. A job cannot be
reported as both created and retained.

(8) If the Contractor/Grantee meets the criteria set forth below, the names and total
compensation of each of the five most highly compensated officers of the Contractor for the
calendar year in which the contract is awarded. This requirement applies only if:

(i) In the Contractor’s/Grantee’s preceding fiscal year, the Contractor/Grantee
received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and
subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and
subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior
executives through periodic reports filed under section 13(a) or 15(d) of the Securities
Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal

(9) For subcontracts/subgrants valued at less than $25,000 or any subcontracts/subgrants
awarded to an individual, or subcontracts/subgrants awarded to a subcontractor/subgrantee that
in the previous tax year had gross income under $300,000, the Contractor shall only report the
aggregate number of such first tier subcontracts/subgrants awarded in the month and their
aggregate total dollar amount.

(10) For any first-tier subcontract/subgrant funded in whole or in part under the Recovery Act,
that is over $25,000 and not subject to reporting under paragraph 9, the contractor shall require
the subcontractor/subgrantee to provide the information described in (i), (ix), (x), and (xi) below
to the contractor for the purposes of the monthly report. The contractor shall advise the
subcontractor that the information will be made available to the public as required by section
1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier
subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor/subgrantee receiving the
award and for the subcontractor’s/subgrantee’s parent company, if the
subcontractor/subgrantee has a parent company;

(ii) Name of the subcontractor/subgrantee;

(iii) Amount of the subcontract/subgrant award;

(iv) Date of the subcontract/subgrant award;

(v) The applicable North American Industry Classification System (NAICS) code;

(vi) Funding agency;
(vii) A description of the products or services (including construction) being provided under the subcontract/subgrant, including the overall purpose and expected outcomes or results of the subcontract/subgrant;

(viii) Subcontract/subgrant number (the contract number assigned by the prime contractor);

(ix) Subcontractor’s/subgrantee’s physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

(x) Subcontract/subgrant primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

(xi) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the subcontractor’s five most highly compensated officers, for the calendar year in which the subcontract is awarded. This requirement applies only if;

(A) In the subcontractor’s/subgrantee’s preceding fiscal year, the subcontractor/subgrantee received:

   (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

   (2) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

(11) The contractor/grantee shall require the subcontractor/sub-grantee to register with the federal government Central Contractor Registration (CCR) database at www.ccr.gov.

Inspection:

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

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

Whistleblower Protection Notice:

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

4. The Contractor/Grantee agrees to comply with the Emergency Economic Stabilization Act of 2008 requirements (as amended in Section 1608 of the Recovery Act), 12 U.S.C. 5217(b), which provide for the inclusion and utilization, to the maximum extent practicable, of minorities (as such term is defined in section 1204(c) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. 1811 note)) and women, and minority- and women-owned businesses (as such terms are defined in 12 U.S.C.1441a(r)(4) of this title), and individuals with disabilities and businesses owned by individuals with disabilities;

5. The Contractor/Grantee agrees to comply with the National Environmental Policy Act of 1969 (P.L. 91-190) requirements in Section 1609, including requirements for plans and projects to be reviewed and documented in accordance with those processes; and Executive Order 11514; notification of violating facilities pursuant to Executive Order 11738; protection of wetlands pursuant to Executive Order 11990 and State law; evaluation of flood hazards in floodplains in accordance with Executive Order 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

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

7. The Contractor/Grantee agrees to comply with 40 U.S.C. §§ 3701, et seq., Contract Work Hours
U.S.C. § 2409 relating to whistleblower protections; the Hatch Act, 5 U.S.C. §§1501-1508 and 7324-
7328, which limits the political activities of employees whose principal employment activities are
funded in whole or in part with Federal funds; and the Lead-Based Paint Poisoning Prevention Act (42
U.S.C. §§401 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of
residence structures.

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

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

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

b. Federal-aid contractors, consultants, and grant recipients as well as lower tier
subcontractors, subconsultants, and grant sub-recipients are also subject to the lobbying prohibition.
c. To assure compliance, for any contract or grant, including any sub-contract or grant exceeding $100,000 the contractor/grantee and sub-contractor/sub-grantee must submit and update as required a “Disclosure of Lobbying Activities” form, (OMB Standard Form LLL), available at http://www.nh.gov/recovery/library/index.htm.

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

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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor/Grantee certifies by entering into this contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this Agreement.
17. The Contractor/Grantee agrees to comply with the prohibitions on the giving of gifts to public officials established by RSA chapter 15-B.


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

**TERMS APPLYING ONLY TO SPECIFIC CONTRACTS/GRANTS**

The following Use It or Lose It – Report It or Lose It provision should be used where the State has authority to withdraw funds if the contractor/grantee fails to perform on time or fails to file required reports. Where the State is obligated by federal or State law to provide the funds being awarded or granted, omit this provision. Contracting Officers may exercise discretion and omit the provision where the nature of the goods or services being acquired and the nature of the contractor/grantee makes the provision inappropriate or unnecessary. Questions regarding use or omission of the provision should be discussed with the Assistant Attorney General Assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department.

Use It or Lose It and Report It or Lose It Requirement. This contract/grant is being funded by funds received by the State of New Hampshire pursuant to ARRA. Federal law provides in part that in using funds made available under ARRA for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Federal guidance also directs that all ARRA funds be put to work in the community promptly. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. ARRA imposes enhanced levels of accountability and transparency.

Therefore, prompt and accountable performance of this contract/grant is OF THE ESSENCE. Thus, for all obligations of the contractor/grantee, time is of the essence. In addition to the clauses set forth in the standard form P-37, the State reserves the right to terminate this contract/grant and to award a new contract/grant to a new contractor/grantee for any unearned portion of the contract price if the contractor/grantee fails to perform according to the timeline promised, fails to comply with accountability requirements in this Agreement and ARRA, or fails to file monthly reports on time.

The following Buy American contract term shall be included in any contract or grant where the ARRA funds being awarded by contract or grant that will or may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work. Contracting Officers and Grant Managers must determine if the project/grant is subject to any other federal “Buy American” or “Buy America” laws. The Contract Manager or Grant Manager shall substitute the federally-mandated
contract term for this term where the federal agency providing ARRA funds has provided specific language regarding that federal program’s “Buy America” or “Buy American” requirements. To the extent the responsible federal Secretary has waived the application of “Buy American” or “Buy America” requirements for specified iron, steel, or manufactured goods, a list of pertinent waived items should be incorporated into the contract. Consult with the Assistant Attorney General assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department for assistance if needed.

Buy American:

The Contractor/Grantee agrees to comply with the Buy American requirements in Section 1605 of ARRA. Unless this requirement has been waived by a competent federal authority pursuant to 2 CFR 176.140, none of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. When using funds appropriated under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), the definition of “domestic manufactured construction material” requires manufacture in the United States but does not include a requirement with regard to the origin of the components. Production in the United States of the iron or steel used as construction material requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured construction material. There is no requirement with regard to the origin of components or subcomponents in other manufactured construction material, as long as the manufacture of the construction material occurs in the United States.

As used in this “Buy American” term and condition:

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been:

   (i) Processed into a specific form and shape; or
   
   (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.
(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

A federal law, commonly known as the “Buy American Act,” 41 U.S.C.A. § 10A-10D, exists as a separate and additional legal limitation on the use of ARRA federal funds. The Contractor/Grantee agrees to use only domestic unmanufactured construction material, as required by the Buy American Act.

The Contractor/Grantee acknowledges to and for the benefit of the State of New Hampshire that it understands the goods and services under this Agreement are being funded with monies made available by ARRA and such law contains provisions commonly known as “Buy American;” that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States (“Buy American Requirements”) including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor/Grantee hereby represents and warrants to and for the benefit of the State that (a) the Contractor/Grantee has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project funded by this agreement will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements has been approved by federal authorities, and (c) the Contractor/Grantee will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the State. Notwithstanding any other provision of the Agreement, any failure to comply with this paragraph by the Contractor/Grantee shall permit the State to recover as damages against the Contractor/Grantee any loss, expense or cost (including without limitation attorney’s fees) incurred by the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State).

The Contractor (or the Grantee with any contract issued pursuant to the grant agrees to require a certification from the Contractor) agrees to certify compliance with a certification in the following form:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the bid solicitation and the provisions of ARRA Section 1605, the Contractor certifies that the bid on which this contract is based reflects the Contractor’s best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

2. Verification of U.S. Production: The Contractor certifies that all components contained in the bid solicitation that are American-made have been so identified, and the Contractor agrees that it will provide reasonable, sufficient, and timely verification to the State of the U.S. production of each component so identified.

The following Prevailing Wage Provision is applicable to wages for labors and mechanics for any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from ARRA funds. Section 1606 of ARRA in effect applies the Davis-Bacon prevailing wage law and related federal laws to projects funded directly by or assisted in whole or in part by and
through the Federal Government pursuant to ARRA. If there is any uncertainty regarding the applicability of this term, the Contracting Officer or Grant Manager shall consult with the Assistant Attorney General assigned to his/her department.

This law and the guidance on its implementation issued by OMB contemplate that the government agency will identify the pertinent wage determinations made by the federal department of labor and incorporate them into the contract. Determinations are county specific, and job specific. It may be necessary to obtain wage determinations if one has not been published for jobs to be created by the contract. For further information see: http://www.gpo.gov/davisbacon/referencemat.html

Prevailing Wage Requirements:

The Contractor/Grantee agrees to comply with the Wage Rate Requirements in Section 1606 of ARRA. In accordance with 2 C.F.R. §176.190, the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a) is set forth below:

29 CFR §5.5(a):

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans,
funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where the poster and wage determination can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of State Agency or the loan or grant recipient ____________________________ ) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other State contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate state agency ________________) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency ________________). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate state agency ________________) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency ________________), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code or New Hampshire Revised Statutes Annotated Chapter 641.
(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State of New Hampshire or the federal Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the government agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training
Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the government agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference into this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the federal Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.
(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(b) Contract Work Hours and Safety Standards Act. For any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States and the State of New Hampshire, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The _______________ shall upon its own action or upon written request of an authorized representative of the federal Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
(c) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State of New Hampshire and the federal Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The following term shall be included only for contracts involving the construction, reconstruction, alternation, remodeling, installation, demolition, maintenance, or repair of any public work or building with a total project cost of $100,000 or more. It is required by RSA 277:5-a for such projects paid for in whole or in part by State funds and is a required contract term where only state managed federal funds will pay for the project.

The Contractor/Grantee agrees to have an Occupational Safety and Health Administration (OSHA) 10-hour construction safety program for their on-site employees that complies with the requirements set forth in RSA 277:5-a.
Agency: ______________________________

Instructions: Provide sufficient detail so that reviewers unfamiliar with the program will be able to understand what the objective is; what key activities will be conducted to meet that objective; who is responsible to carry out the activity and when; and how you will know the objective was met. Objectives should be written in the SMART format: Specific, measurable, achievable, relevant, and time-bound. There is no page limit for this workplan, please add rows as needed.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Person or Entity</th>
<th>Time Period</th>
<th>Evaluation Plan</th>
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LETTER OF INTENT TO APPLY FOR
NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES FUNDING
FISCAL YEAR 2010

Deadline
Optional Letters of Intent must be received at DPHS no later than 4:30 PM, EST on October 26, 2009
Letters of Intent can be faxed to the # below or e-mailed to: erdaly@dhhs.state.nh.us

To: Beth Daly
Division of Public Health Services
Communicable Disease Surveillance
29 Hazen Drive
Concord, NH 03301-6504
Telephone #: (603) 271-4927
Fax#: (603) 271-0545
Re: Letter of Intent for HAI Electronic Data Reporting Project

BIDDER INFORMATION

<table>
<thead>
<tr>
<th>Legal Name of Bidder: (please include “d.b.a.” if applicable)</th>
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<tbody>
<tr>
<td>Executive Director:</td>
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<tr>
<td>Street Address:</td>
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<td>City, State and Zip Code:</td>
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<td>Telephone:</td>
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<td>Fax:</td>
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<td>E-mail address: (to send electronic documents to)</td>
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<tr>
<td>Contact Person and Title:</td>
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</table>

I understand that this proposal is due by 4:30pm on November 2, 2009 and will not be accepted after that time. _________________________________ (To be signed by contact person listed above).
New Hampshire Department of Health and Human Services  
Division of Public Health Services  

Proposal Face Sheet  

1. Legal Name of Bidder:  

2. Name of RFP: Healthcare-Associated Infections Electronic Data Reporting Project  

3. Amount of funds requested through this proposal: $  

4. Budget Period  

5. Name and Title of Bidder contact person for proposal:  

6. Mailing address:  

7. Phone number:  

8. Fax number:  

9. E-mail address:
1. **Legal name of bidder:** Enter the legal name of the bidder. This must match the name on the Certificate of Good Standing.

2. **Name of RFP:** This is the name of the Request for Proposals to which you are responding, such as the HIV Prevention Services RFP or Tobacco Addiction Treatment Services and Resource Center RFP. One face sheet and complete set of forms should be completed for each proposal.

3. **Amount of funds requested through this proposal:** (See Section 1. of RFP)

4. **Budget Period(s):** See Section 10.6.4. Enter the beginning and ending date(s) for the Budget Period(s) as detailed in Section 10.6.4.

5. **Name and title of contact person for proposal:** Enter the name of the contact person and their title within the bidder organization (i.e. Executive Director, Program Coordinator). This should be the person who can answer questions relative to the proposal.

6. **Mailing address:** Enter the address to which correspondence relative to the proposal should be sent.

7. **Phone number:** Enter the phone number for the contact person.

8. **Fax number:** Enter the fax number to which correspondence relative to the proposal should be sent.

9. **E-mail address:** Enter the e-mail address for the contact person.
Proposal Checklist

Bidder Name:

This checklist is provided to assist you in assuring your proposal is complete. Please check off all required items and submit it with your proposal. Write “N/A” if the item is not applicable to your proposal.

Face Sheet [ ]

Executive Summary [ ]

Proposals lacking an Executive Summary will not be reviewed.

Narrative [ ]

Staff List Form [ ]

Budget Form [ ]

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Comprehensive General Liability Insurance Acknowledgement Form [ ]

Curriculum Vitae [ ]

Performance Workplans or Workplans [ ]
**New Hampshire Department of Health and Human Services**
**Division of Public Health Services**

**Staff List Form**
**COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD**

**Bidder/Program Name:**

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Current Individual in Position</th>
<th>Projected Hrly Rate as of 1st Day of Budget Period</th>
<th>Hours per Week</th>
<th>Proj. Amnt Funded by this contract for Budget Period</th>
<th>Proj. Amount from Other Sources for Budget Period</th>
<th>Total Salaries All Sources</th>
<th>Site*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Coordinator</td>
<td>Sandra Smith</td>
<td>$21.00</td>
<td>40</td>
<td>$21,840</td>
<td>$21,840</td>
<td>$43,680</td>
<td></td>
</tr>
</tbody>
</table>

**Total Salaries by source:**

- **$0.00**
- **$0.00**
- **$0.00**

Please note, forms downloaded from the DHHS website will NOT calculate. Electronic versions of forms are provided to all bidders submitting a Letter of Intent. *Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.*
New Hampshire Department of Health and Human Services
Division of Public Health Services

Staff List Form
Instructions

This form should include all staff in the program funded in part or whole through this proposal. It should provide an accurate projection of all staff salaries to be paid through the grant for the Budget Period. Complete one Staff List Form for each Budget Period.

List each staff member’s:

A. Position Title;
B. Name;
C. Hourly rate as of the first day of the Budget Period;
D. Number of hours per week in the program (total);
E. Amount of the total salary funded by this program for the Budget Period;
F. Amount of the total salary funded from other sources for the Budget Period; and,
G. Total salaries all sources (E & F).

If the program has current positions or projected new positions that will be paid out of the proposed contract, list them as vacant in the name column and complete the remaining columns as instructed above.

If the program has more than one site:

H. List the site at which each staff member works. Do not include volunteers or consultants.

The total salaries should match the total salary/wages line item on the Budget Form. Benefits are not included here. Consultants should be listed separately on that line item of the Budget Form and described in the Budget Narrative.

Please note, any forms downloaded from the DHHS website will NOT calculate. Electronic versions of forms are provided to all bidders submitting a Letter of Intent.
## Budget Form

**Bidder/Program Name:** Healthcare-Associated Infections Electronic Data Reporting Project  
**(Name of RFP)**

**Budget Request for:** Healthcare-Associated Infections Electronic Data Reporting Project  
**(Name of RFP)**

**Budget Period:** December 9, 2009 – June 30, 2011

<table>
<thead>
<tr>
<th>Line Item</th>
<th>SFY ____ Program Funds Requested</th>
<th>SFY ____ Other Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total Salary/Wages</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2. Employee Benefits</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4. Equipment:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1 Rental</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.2 Repair and Maintenance</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.3 Purchase/Depreciation</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5. Supplies:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1 Educational</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.2 ACC/POD</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.3 Office</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7. Occupancy</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8. Current Expenses</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.1 Telephone</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.2 Postage</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.3 Printing</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.4 Audit and Legal</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.5 Insurance</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.6 Meetings</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9. Software</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10. Marketing/Communications</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11. Staff Education and Training</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12. Subcontracts/Agreements</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13. Other (specific details mandatory):</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13.1 Exercise/Drills</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13.2 $</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13.3 $</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13.4 $</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13.5 $</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14. Indirect Costs (not to exceed 10%)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Sub-Total Direct Costs</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL** $ $ $

DHHS Program/Section Manager Approval __________  
initials
Budget Form and Justification Instructions

Submit one Budget Form for each program for which you are requesting funds. In the column: “Funds Requested” list funds for each line item for which you are requesting funds through this proposal. In the column “Other Funds” list funds from other sources by line item. It is not necessary to enter anything in the total column or row, as all totals will be calculated for you. In addition, a Budget Justification must be submitted with each Budget Form.

Use the information below in developing the budget and preparing the Budget Justification. Additional Guidelines for Budget Preparation are available by requesting them from the RFP contact person for those needing more guidance.

1. **Salary/Wages**—Budget Form: from the Staff List Form, include the totals from column E under Funds Requested and the total from F under Other Funds.
2. **Employee Benefits**—Identify the percentage of salary estimated for all fringes.
3. **Consultants**—Budget Form: include the total amount for all consultants.
4. **Equipment**—Identify under the appropriate item (rental, repair and maintenance, or purchase/depreciation) what the total projected expenses will be. NOTE: Purchase of equipment in excess of $300 must be approved in writing prior to purchase.
5. **Supplies**—Identify projected expenses separately for educational, medical, laboratory, pharmacy, and office.
6. **Travel**—Identify total projected expenses for in state, out-of-state, and conferences. In the narrative state per mile and allowable expenses (based on bidder’s travel policies).
7. **Occupancy**—Identify total cost of occupancy narrative.
8. **Current Expenses**—Identify projected expenses separately for telephone, postage, subscriptions, audit and legal, insurance, and board expenses. Note: Contract funds can only be used for audit expenses if the audit is completed in compliance with A-133 federal guidelines.
9. **Software**—Identify projected expenses of software purchase.
10. **Marketing/Communications**—Identify projected expenses to increase awareness and visibility as well as to promote the program, including brochures, newsletters, and press kits.
11. **Staff Training and Education**—Budget-identify funds used for staff training and education.
12. **Subcontracts/Agreements**—Identify funds used to enter into sub-contracts or agreements with other contractors/vendors to carry out the services of Exhibit “A”.
13. **Other**—**Specific details mandatory** for any other program expenses not previously noted above.
14. **Indirect Costs**—Identify total amount of indirect costs for this program. **Not to exceed 10%**.
New Hampshire Department of Health and Human Services
Division of Public Health Services

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all bidders of the State of New Hampshire’s general liability insurance requirements. The limits of liability required are dependent upon your corporation’s legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation’s legal formation and annual total amount of contract work with the State of New Hampshire:

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

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

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

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

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

$__________ Per Claim  $__________ Per Occurrence  $__________ General Aggregate

Signature & Title  Date

This acknowledgement must be returned with your proposal.
New Hampshire Healthcare-Associated Infections Reporting Requirements 2009

Who is required to report:
Any hospital licensed pursuant to RSA 151:33 (this includes acute care, critical access, psychiatric, and rehabilitation hospitals)

What must be reported:

Central Line-associated Blood Stream Infections (CLABSI)
1. Follow NHSN protocols and definitions
2. Monitor CLABSI in all adult intensive care units (this excludes pediatric, neonatal, and step down units)
3. Monitor CLABSI all 12 calendar months and report in NHSN

Central Line Insertion Practices (CLIP)
1. Follow NHSN protocols and definitions
2. Select the same adult intensive care units for CLIP as for CLABSI surveillance
3. Monitor CLIP all 12 calendar months and report in NHSN

Surgical Site Infections (SSI)
1. Follow NHSN protocols and definitions
2. Monitor surgical patients in any inpatient/outpatient setting where the selected NHSN Operative Procedure(s) are performed
3. The NHSN Operative Procedures you will be monitoring are:
   a. Coronary Artery Bypass Graft (chest incision and donor site)
      i. NHSN Operative Procedure CBGC and CBGB (ICD-9: 36.10-36.19, 36.2)
   b. Colon Surgery (incision, resection, or anastomosis of the large intestine)
      i. NHSN Operative Procedure COLO (ICD-9: 17.31, 17.32, 17.33, 17.34, 17.35, 17.36, 17.39, 45.03, 45.26, 45.41, 45.49, 45.52, 45.71-45.76, 45.79-45.8, 45.81, 45.82, 45.83, 45.92-45.95, 46.03-46.04, 46.10-46.11, 46.13-46.14, 46.43, 46.52, 46.75-46.76, 46.94
   c. Knee Arthroplasty
      i. NHSN Operative Procedure KPRO (ICD-9: 00.80-00.84, 81.54-81.55)
4. Monitor for SSI all 12 calendar months and report in NHSN

Surgical Antimicrobial Prophylaxis Administration
1. Follow JCAHO/CMS protocols and definitions under the Surgical Care Improvement Project
2. Hospital data will be reported through the usual CMS mechanism
3. NH DHHS will access data from the NH Quality Care website

Influenza Vaccination Rates
1. Staff and resident/patient vaccination rates will be reported directly to NH DHHS via online survey
2. Data will be reported yearly by May 31st and will include information on influenza vaccine administered during the previous influenza season.
3. Data will be collected through a NH Immunization Program online survey. Survey website and instructions will be provided each year prior to the survey deadline
4. Submission of this data will meet the requirements of both the HAI law (RSA 151:32-35) and the healthcare immunization law (RSA 151:9-b)