

**MEMORANDUM OF UNDERSTANDING BETWEEN THE WEST VIRGINIA GOVERNOR'S  
EXECUTIVE OFFICE, THE WEST VIRGINIA DEPARTMENT OF COMMERCE, AND THE  
WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES STATE TRAUMA  
AND EMERGENCY MEDICAL SYSTEM**

This Memorandum of Understanding (MOU) is between the West Virginia Governor's Executive Office, the West Virginia Department of Commerce (WV DOC), and the West Virginia Department of Health and Human Resources State Trauma and Emergency Medical System (WV DHHR STEMS) for the purpose of the WV DHHR STEMS providing administration, support and to meet reporting requirements for a grant agreement in which the WV Governor's Executive Office has entered into with the Broadband Technology Opportunities Program (BTOP).

WHEREAS, on the 11<sup>th</sup> day of August, 2010 the West Virginia Governor's Executive Office entered into a Grant Agreement with the Broadband Technology Opportunities Program (BTOP);

WHEREAS, through the Grant Agreement, the WV DHHR STEMS will serve as partner for execution of the tower portion of the grant;

WHEREAS, funds for the Grant Agreement are derived from federal funds pursuant to the American Recovery and Reinvestment Act (ARRA) of 2009, and

WHEREAS, the WV DHHR STEMS has significant technical knowledge and experience in administering such grants,

THEREFORE, the parties agree as follows:

1. Scope of Work.

WV DHHR STEMS agrees to (Exhibit A):

- a. provide the construction of 12 towers (Exhibit C) and related installation services and equipment for a total of \$33,032,000.00 available for this portion of the project. (Exhibit C);
- b. purchase the appropriate equipment, services, and arrange installation following WV State guidelines;
- c. obtain prior written approval from Project Management Team prior to any purchases;
- d. pay vendor invoices following WV State Purchasing guidelines;
- e. provide all necessary administrative support and to meet all reporting requirements associated with this grant entered into on the \_\_\_\_ day of \_\_\_\_\_, 2010 between the West Virginia Governor's Executive Office, the WV DOC, and the Grantee.

WV Governor's Executive Office agrees to:

- a. complete action to acquire funding;
- b. provide funding to the WV DHHR STEMS

2. Performance Period.

WV DHHR STEMS agrees to perform the work outlined in section one, "Scope of Work", of this agreement between the 1<sup>st</sup> day of February, 2010 and the 31<sup>st</sup> day of January, 2013. The performance period may be extended only by consent by all parties to this MOU in writing and with NTIA approval.

3. Monitoring and Compliance.

WV DHHR STEMS agrees to (Exhibit B):

- a. provide quarterly report information to the grant implementation team as required;
- b. perform all monitoring and oversight functions necessary to assure that the Grantee is in compliance with ARRA requirements, state and federal laws and regulations, and the grant agreement between the Grantee and the WV Governor's Executive Office;
- c. provide other reports as required.

4. Maintenance of Records.

WV DHHR STEMS agrees to:

- a. validate invoices with explicit notations as to the specific project and site;
- b. maintain detailed files of all transactions;
- c. while maintaining detailed files, forward the invoice to the grant implementation team for validation, processing, etc.;
- d. maintain records pertinent to this Agreement for a period of 3 years following completion of work;
- e. make its records available for inspection by the WV Governor's Executive Office during regular business hours.

Grant Implementation Team (GIT) agrees to:

- a. validate invoices and submit to the WV Governor's Executive Office with sufficient detailed information for funding draw down;
- b. maintain detailed files.

5. Definitions:

Grant Implementation Team/Project Management Team (GIT) –  
Kelly Goes, Cabinet Secretary Department of Commerce  
Jimmy Gianato, Director DHSEM  
Michael Todorovich, J-3 NGWV  
Joan Smith, MA Admin/Operations Assistant 3

6. Notice and Correspondence. The parties to this MOU shall submit all notice and correspondence related to this MOU to the following addresses:

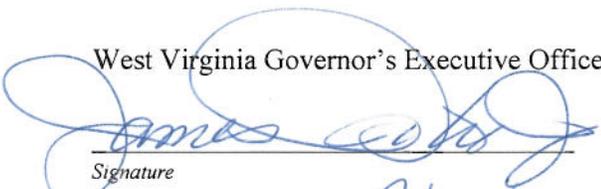
Cindy Smith  
Name of Contact  
WV Governor's Exec Office  
1900 Kanawha Blvd., E.  
Building 1, State Capitol Complex  
Charleston, WV 25305

Kelley M. Goes  
Name of Contact  
WV DOC (GIT)  
1900 Kanawha Blvd., E.  
Building 6, Room 525  
Charleston, WV 25305

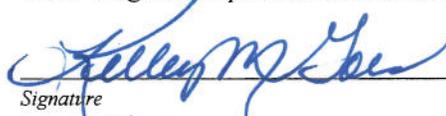
Joe Gonzales  
Name of Contact  
WV DHHR STEMS  
NOROP  
190 Hart Field Road  
Morgantown, WV 26505

7. Assignment. Neither party shall assign nor transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of all parties.
8. Termination or Modification. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days before the intended date of termination. By such termination, no parties may nullify obligations already incurred for performance. Any variation, modification or amendment of any provision of this Agreement shall be valid only if in writing, duly executed by all parties hereto, and attached to this Agreement.
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall bind any parties.

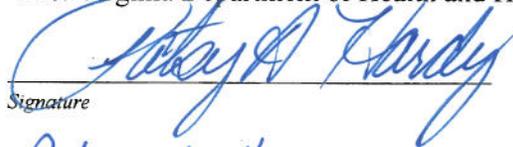
West Virginia Governor's Executive Office

  
Signature  
JAMES L. Petrolo, Jr  
Name  
Policy Director  
Title  
8-11-10  
Date

West Virginia Department of Commerce

  
Signature  
Kelley M. Goes  
Name  
Cabinet Secretary of Commerce  
Title  
8/13/10  
Date

West Virginia Department of Health and Human Resources

  
Signature

Patsy A. Hardy  
Name

Cabinet Secretary  
Title

8-24-10  
Date

Exhibit A

Interim Funds Flow

**WV STEMS**

- Purchase the appropriate equipment, services, and arrange installation following WV State Purchasing guidelines
- Validate invoices with explicit notations as to the specific project and site
- While maintaining detailed files, forward the invoice to grant implementation team for validation, processing, etc.
- Obtain prior written approval from Project Management Team ( Mr. Gianato or Mr. Todorovich) prior to any purchase

**Grant Implementation Team**

- Validates invoices and submits to Governor's executive office with sufficient detailed information for funding draw down
- Maintains detailed files

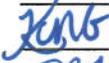
**WV Governor's Executive Office**

- Completes actions to acquire funding
- Provides funding to WV STEMS

**WV STEMS**

- Pays vendor invoices following WV State Purchasing guidelines
- Maintains detailed files of all transactions
- Provides quarterly report information to the grant implementation team as required

Signing authorities' initials:

 WV Governor's Executive Office

 WV Department of Commerce

 WV Dept. of Health & Human Resources

## General Rules and Guidelines

### Recovery Signage

All Broadband Technology Opportunities Program (BTIP) recipients from all funding rounds are required to display the Recovery Act emblem ("Primary Emblem") on signage at construction sites. The July 2009 and January 2010 BTOP Notices of Funds Availability state the following requirement:

All projects that are funded by the Recovery Act shall display signage that features the Primary Emblem throughout the construction phase. The signage should be displayed in a prominent location on site. Some exclusions may apply. The Primary Emblem should not be displayed at a size less than six inches in diameter.

This guidance applies to all projects that involve construction sites and is not limited to infrastructure construction. For example, a project may involve construction of a new computer center using a Public Computer Center grant and would also require appropriate signage.

The attached BTOP Signage Guidance fact sheet provides complete information on this requirement and how to meet it. Also attached are camera-ready, high-resolution graphics files for use in designing signs. These files include the Primary Emblem mentions in the requirement.

### Whistleblower Information

Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specific disclosures about uses of Recovery Act funds.

BTOP recipients are required to post signage that meets this requirement at all Recovery Act job sites regarding this whistleblower provision. A whistleblower poster is available for download on the Recovery Web site at <http://www.recovery.gov/CONTACT/REPORTFRAUD/Pages/WhistleBlowerInformation.aspx>. Scroll to the bottom of the page to download the poster.

### Following are MISCELLANEOUS Rules as obtained from various sources.

1. All changes to scope, etc. must be agreed to in writing by NTIA and WV GIT.
2. The auditor can access any grant record at any time.
3. Reporting requirement documents will be forthcoming in June.
4. There are 4 separate sets of requirements that apply to the grant: grants, NTIA, ARRA, and broadband stimulus.
5. Procurement is key. Read OMB circulars. They are on the grant management page.
6. Accept nothing from any company. Ask for nothing from any company.
7. Keep all records in one location for audit purposes. Have a records retention policy in place. Enforce it. Change of personnel does not justify lack of records in an audit. BTOP recommends mirror files in at least two separate offices. GIT will maintain one full set of documentation.

Signing authorities' initials:

 WV Governor's Executive Office  
 WV Department of Commerce  
 WV Dept. of Health & Human Resources

Exhibit C

Depiction of Tower Sites

|                    |                   |
|--------------------|-------------------|
| Cleveland Mountain | Webster County    |
| Cottle Knob        | Nicholas County   |
| Franklin           | Pendleton County  |
| Five Forks         | Calhoun County    |
| Glenville          | Gilmer County     |
| Greenbrier         | Greenbrier County |
| Kenna              | Jackson County    |
| Williamson         | Mingo County      |
| Sharps Knob*       | Pocahontas County |
| Snowshoe           | Pocahontas County |
| Spencer            | Roane County      |
| Weirton            | Brooke County     |

Signing authorities' initials:

           WV Governor's Executive Office

KMG

WV Department of Commerce

PH

WV Dept. of Health & Human Resources