



## Agency Policy Documentation

The New Hampshire Department of Business and Economic Affairs (BEA) Office of Broadband Initiatives is responsible for oversight of the Broadband Equity, Access, and Deployment (BEAD) program. All components of the required agency policy documentation are included in the Draft Subgrantee Agreement which has been posted on BEA's BEAD Subgrantee Selection webpage and included with this Final Proposal. A summary of these elements is below.

### Payment Structure

The State will distribute funds to all BEAD grant recipients on a reimbursement basis. A single reimbursement payment shall be made to the recipient upon completion of the recipient's individual projects. "Completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At completion, service operations and management systems infrastructure must be operational. The State will fully verify completion of the Project prior to any reimbursement payment occurring. The State may request additional documentation, perform site visits, or other methods of verification in order to determine whether the Project is complete. If the State cannot verify completion of the Project, payment may be delayed until the State is able to do so.

### Clawback Provisions

If the State (BEA, Office of Broadband Initiatives) or NTIA determine that the recipient of BEAD funds has failed to comply with any material requirement under applicable law or the BEAD grant agreement, such as failure to spend or failure to document the expenditure of BEAD funds on eligible project-related expenses and the recipient cannot or will not remedy such failure, the State may require the recipient to return up to the entire amount of the BEAD funds to the State. If the recipient fails to provide the minimum advertised connection speed and cost at the advertised rate described in this agreement, it will constitute an Event of Default under Section 11 of the General Provisions of this BEAD grant agreement. The recipient shall be liable to the State for all grant funds, up to the entire amount received through the BEAD program.

NTIA may pursue clawback of funds directly from the State if the State fails to ensure the recipients accountability to the fullest extent of the law. To the extent NTIA successfully pursues clawback from the State on these grounds, the recipient shall reimburse the State in an amount equal to the clawback per the terms of the BEAD grant agreement.



## Reporting Structure

The State will require the recipient to comply with periodic project and financial reporting such as reporting on progress made toward performance measures and financial expenditures. Reporting shall occur at a cadence of no less than semi-annually as required by the terms of the BEAD program. The recipient shall continue to adhere to reporting requirements even after fulfilling its performance obligation of completing build-out and receiving payment. The State may request additional project information as deemed necessary to comply with state and federal reporting requirements. The recipient is required to comply with such requests in no more than 30 calendar days.

Outside of required BEAD semi-annual reporting, the State will require recipients to comply with Monthly Data requests on a monthly basis. This request asks subrecipients to detail progress on the project through three metrics: the total number of completed passings, the cumulative take rate (the percentage of locations that have chosen to subscribe to broadband service after deployment), and a spreadsheet containing the location data for completed passings from project start through the date of the request. These Monthly Data Requests allow the State to monitor project progress and offer an additional touchpoint for recipients to flag any project issues.