

5 (R)

31



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

Nicholas A. Toumpas
Commissioner

William L. Baggeroer
Chief Information
Officer/Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4814 1-800-852-3345 Ext. 4814
Fax: 271-7100 TDD Access: 1-800-735-2964

40% Fed
60% General
Sole Source

September 4, 2012

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Information Services, to enter into a **sole source** Cooperative Project Agreement with the University of New Hampshire, ConnectNH, 105 Main Street, Durham NH 03824 Vendor#177867, for video teleconferencing services in the amount of \$64,070 effective upon Governor and Council approval through June 30, 2013. Funding is available in State Fiscal Year 2013.

05-95-95-954010-0970 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS:COMMISSIONER, OFFICE OF INFORMATION SERVICES, ADMIN/APP UNIT

State	Class/Object	Class Title	Amount
Fiscal	Code		
Year			
2013	034-500099	Capital Projects	\$64,070
			\$64,070

EXPLANATION

The purpose of this sole source Cooperative Project Agreement with the University of New Hampshire, ConnectNH, is to develop video conferencing capability for the Department of Health and Human Services, Administrative Appeals Unit and the Department's District Offices. Implementing video conferencing will reduce the travel time for the Administrative Appeals unit and improve the efficiency of the Administrative Appeals Process by enabling Hearings Officers to conduct hearings from their offices at the State Office Park South, Main Building in Concord New Hampshire instead of having to travel to the District Offices located across New Hampshire. Currently the University of New Hampshire, ConnectNH, is providing video conferencing services to the Department of Health and Human Services through a contract procured through the Department of Information Technology and approved by the Governor and Executive Council on October 7, 2009 (Item#19). This sole source Cooperative Agreement enables the Department of Health and Human Services to reduce the monthly service cost through the volume discount provided by the University of New Hampshire, ConnectNH, that includes the current videoconference users and the additional users in this agreement. Further, the University of New Hampshire, ConnectNH, provides a standardized videoconference system for the Department of Health and Human Services that improves system performance and will enhance the ability of the

department to convert over to the statewide videoconference solution currently under development by the Department of Safety and the Department of Information Technology.

The University of New Hampshire, ConnectNH, video conferencing service consists of a state-wide communications network dedicated to video conferencing, a video conferencing bridge for scheduling and hosting video conferences, content servers that will store video conference records and a web based portal to enable users such as the Department of Health and Human Services to access the bridge remotely over the Internet. In addition, the University of New Hampshire, ConnectNH, will purchase, on the behalf of the Department of Health and Human Services, circuits and routers to connect the Department of Health and Human Service video conferencing end units to the University of New Hampshire, ConnectNH, network.

Should Governor and Executive Council determine not to approve this agreement with the University of New Hampshire, ConnectNH there would be delay in connecting the Administrative Services Unit to the Department's District Offices, not achieving the projected business improvements in reduced travel time and mileage expenditures and increased telecommunication cost due to not taking advantage of the volume pricing offered exclusively by ConnectNH.

The University of New Hampshire offers its video conferencing services through its affiliate; the ConnectNH consortium. Purchasers of the University of New Hampshire video conferencing service become members of the ConnectNH consortium, thus enabling the service costs to be further distributed as additional members enroll.

Area served: Statewide.

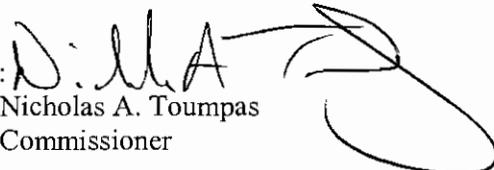
Source of Funds: 40% Federal Funds and 60% General Funds.

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

Respectfully submitted,



William L. Baggeroer
Chief Information Officer/
Director

Approved by: 
Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

S. William Rogers
Commissioner

August 6, 2012

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Cooperative Project Agreement with the University of New Hampshire, Durham, New Hampshire (UNH) for information technology services as described below and referenced as DoIT No. 2012-099.

The purpose of this Cooperative Project Agreement with the University of New Hampshire, ConnectNH, is to develop video conferencing capability for the Department of Health and Human Services, Administrative Appeals Unit, and the Department's District Offices. The amount of this agreement is \$64,070 and it becomes effective the date of Governor and Executive Council approval through June 30, 2013.

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

Sincerely,

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

S. William Rogers

SWR/ltn
Contract #2012-099

CC: Leslie Mason, DoIT
Grant Beckman, DHHS



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

Nicholas A. Toumpas
Commissioner

William L. Baggeroer
Chief Information
Officer/Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4814 1-800-852-3345 Ext. 4814
Fax: 271-7100 TDD Access: 1-800-735-2964

August 2, 2012

S. William Rogers
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

REQUESTED ACTION

The Department of Health and Human Services requests approval from the Department of Information Technology to authorize a **sole source Cooperative Project Agreement** with the University of New Hampshire, ConnectNH, Vendor#177867, for video teleconferencing services in the amount of \$64,070 effective upon Governor and Council approval through June 30, 2013.

EXPLANATION

The purpose of this sole source Cooperative Project Agreement with the University of New Hampshire, ConnectNH, is to develop video conferencing capability for the Department of Health and Human Services, Administrative Appeals Unit and the department's District Offices. Implementing video conferencing will reduce the travel time for the Administrative Appeals unit and improve the efficiency of the Administrative Appeals Process by enabling Hearings Officers to conduct hearings from their offices at the State Office Park South, Main Building in Concord New Hampshire instead of having to travel to the District Offices located across New Hampshire.

Respectfully submitted,

William L. Baggeroer
Chief Information Officer/
Director

Approved by:

Nicholas A. Toumpas
Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/13**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Administrative Appeals Unit Video Conference Project**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: William Baggeroer
Address: DHHS
129 Pleasant St.
Concord, NH 03301

Phone: 603-271-9396

Campus Project Administrator

Name: Dianne Hall
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824

Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Richard Regan
Address: DHHS
129 Pleasant St.
Concord, NH 03301

Phone: 603-271-9247

Campus Project Director

Name: George Fryburg
Address: University of New Hampshire
Connect NH
131 Main St.
Durham, NH 03824

Phone: 603-862-4100

F: Total State funds in the amount of \$64,070 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

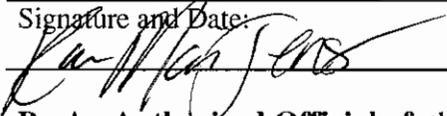
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Health and Human Services** have executed this Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen

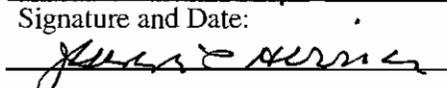
Title: Manager, Sponsored Programs Administration

Signature and Date:  8/28/12

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: Jeanne P. Herrick

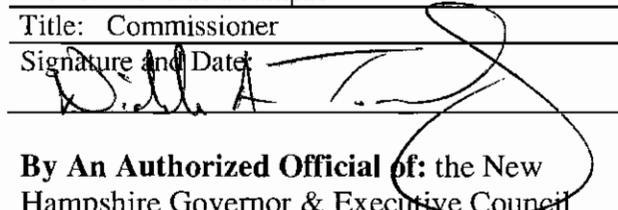
Title: Attorney

Signature and Date:  9/26/12

**By An Authorized Official of:
Dept of Health and Human Services**

Name: Nicholas Toumpas

Title: Commissioner

Signature and Date: 

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

A. Project Title: Administrative Appeals Unit Video Conference Project

B. Project Period: G&C approval through September 30, 2013

C. Objectives:

1	State of New Hampshire, Department of Health and Human Services, Administrative Appeals Unit (AAU)	Main Building, 105 Pleasant Street, Concord, NH
2	State of New Hampshire, Department of Health and Human Services, Berlin District Office	650 Main Street Berlin, NH 03570
3	State of New Hampshire, Department of Health and Human Services, Conway District Office	73 Hobbs Street, Conway, NH 03818
4	State of New Hampshire, Department of Health and Human Services, Littleton District Office	80 North Littleton Road Littleton, NH 03561
5	State of New Hampshire, Department of Health and Human Services, Claremont District Office	17 Water Street, Suite 301 Claremont, NH 03743
6	State of New Hampshire, Department of Health and Human Services, Keene District Office	809 Court Street Keene, NH 03431
7	State of New Hampshire, Department of Health and Human Services, Laconia District Office	65 Beacon Street West Laconia, NH 03246
8	State of New Hampshire, Department of Health and Human Services, Manchester District Office	195 McGregor Street, South Tower, Suite 110 Manchester, NH 03102
9	State of New Hampshire, Department of Health and Human Services, Southern District Office	3 Pine Street Extension, Suite Q Nashua, NH 03060
10	State of New Hampshire, Department of Health and Human Services, Portsmouth District Office	50 International Drive Portsmouth, NH 03801
11	State of New Hampshire, Department of Health and Human Services, Rochester District Office	150 Wakefield Street, Suite 22 Rochester, NH 03867

3. Additional Services to be Provided:

a) Network Services

- 1) The Campus shall provide circuit monitoring, reporting, diagnosis and resolution.
- 2) The Campus shall provide web-based scheduling of Video Bridge.
- 3) In the event that the State purchases equipment from UNH in conjunction with services, UNH grants the State a limited license to use any software provided with such equipment under the following terms and conditions:
 - o Software provided is copyrighted and licensed solely for use on the equipment with which it is provided and for the Customer's uses only. UNH or its licensor retains title to such software.
 - o Software may contain or be derived from software provided by a third party under license to UNH. UNH AND ITS LICENSER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE USE OF SUCH SOFTWARE, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- o All limitation of liability and indemnification provisions in the Cooperative Project Agreement shall apply to UNH's licensor.
 - o Customer is authorized to make one (1) copy of the software for backup purposes only and is prohibited from further copying and/or transfer of the software.
 - o Customer agrees it shall not reverse assemble, reverse compile or otherwise translate software or any portion thereof.
- 4) Equipment purchased by the State from UNH is the property of the State. The State is responsible for replacing said equipment as needed.

b) Problem Diagnosis and Resolution

- 1) The State shall contact UNH-ConnectNH technical support at 603-862-VIEW (8439) to report problems. Technical support will troubleshoot the circuit and bridge to determine cause of issue and resolve, or report back to the State if they are unable to resolve the problem.
- 2) The Campus provides a Help Desk and Dispatch Center (HDDC) for network issues Monday to Friday at 862-4242, 7:30 AM to 5:00 PM, excluding Campus holidays, with extended hour for video conferencing at 862-VIEW (arranged as needed). The HDDC can also be contacted online at <https://remedyamh.edu/questions>. State will report problems to the HDDC.
- 3) The HDDC shall create incidents and submit them to the appropriate staff, and escalate incidents for immediate attention as appropriate. Video conferencing problem diagnosis at the end unit at each State location will be performed by State staff. Problem diagnosis at the video bridge, scheduling, conference sessions, and WAN will be performed by Campus staff.

4. Hardware and Software

a) The Campus shall provide circuits and access to the video bridge hardware and software. The Campus shall be responsible for ordering and installing circuits, and monitoring circuits. If a problem occurs, the Campus shall be responsible for resolving issues with the circuit vendor. The State shall be responsible for paying the circuit installation fee and monthly usage fee (payments shall be made to either UNH or circuit vendor, at the discretion of the vendor). State shall have the right to use the video bridge but shall not own it.

b) Within 60 days of G&C approval of Cooperative Agreement, the Campus shall (1) order at a cost not to exceed the lesser of Campus' cost or \$5,000 and (2) install dedicated Ethernet routers and circuits to the locations described in Table A above. See line items #1 and #2 in Exhibit C. Routers shall become property of State.

5. Disaster Recovery

a) UNH Telecom has a fully vetted disaster recovery plan that is updated yearly. UNH also has two fully functional nodes on campus that provide service to the internet should there be the loss of one site. Spares of all production equipment are kept in separate locations and can be redeployed quickly. Telecom also employs several BICSI certified Fiber technicians should the need to re-route fiber arise.

b) The current disaster recovery plan only accounts for essential data and phone services. We do not carry spares of any of the Video Equipment. In the event that the equipment is destroyed in a disaster, UNH will work with Tandberg and other vendors to provide alternate service until the equipment can be replaced. The Campus makes no guarantee of recovery time in the event of a disaster.

D. Scope of Work: See objectives

E. Deliverables Schedule:

Line	Deliverable	Unit Price	UNH / ConnectNH One-Time Install Fee	UNH / ConnectNH Monthly Service Fee	UNH / ConnectNH Annual Service Fee
1	One time router charge for the 10 District Offices and DHHS Main Building	\$5,486.00	\$5,486.00		
	Total One Time Charges		\$5,486.00		
2	Videobridge Annual Membership for five (5) DHHS/AAU w/tech support and content server usage			\$1050.00	\$12,600.00
3	1.5 MB Fairpoint T1 for each of 10 DHHS District Offices and 1-10 MB to DHHS Main Building			\$2,732.00	\$32,784.00
4	UNH Telecom Support for the 10 T1 and 10MB Lines	\$100		\$1,100.00	\$13,200.00
	Total Recurring Charges				\$58,584.00
	CPA Total				\$64,070.00

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

A. All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices may not be backdated and shall be promptly dispatched.

B. Invoices shall be sent to:
 State of New Hampshire
 Department of Health and Human Services
 Office of Information Services
 129 Pleasant Street
 Concord, NH 03301

C. Payments shall be sent to:
University of New Hampshire
Information Technology
Business Service Center
105 Main Street, Rm. 303 Thompson Hall
Durham, NH 03824.

D. Questions about invoices shall be directed to
Information Technology, Business Service Center (BSC) at 603-862-3059, or
603-862-4100, press 0, leave a message and a BSC associate will return the call.

G. Additional Terms and Conditions

1. Unless otherwise authorized in writing by the Campus, the State shall not resell access to the services to third parties.

2. The State will require IP addresses from Campus.

3. Campus Holidays are: New Year's Day, Martin Luther King, Jr. / Civil Rights Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, (Day after) Post Thanksgiving, Christmas Day, and Post Christmas Day. Days are subject to change.

4. State holidays are: New Year's Day, Martin Luther King, Jr. / Civil Rights Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Days are subject to change.

5. In the event of a price decrease during the Service Period, any State entity operating under a multi-year service period will receive the benefit of any such decrease in the form of a prorata price reduction for the remainder of the Service Period, commencing on the next billing cycle. Special promotions are excluded from the foregoing price reduction policy.