

42
CJG



**The State of New Hampshire
Insurance Department**

21 South Fruit Street, Suite 14
Concord, NH 03301
(603) 271-2261 Fax (603) 271-1406
TDD Access: Relay NH 1-800-735-2964

David J. Bettencourt
Commissioner

March 15, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a **sole source** cooperative project agreement with the University of New Hampshire—Web/Mobile Development in the amount of \$38,491 with the University of New Hampshire, working through the (Vendor #177867), to provide website enhancements and hosting for the NHID's HealthCost website associated with the initiative to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire, contingent on Governor & Council approval and effective from the date of Governor and Council approval through June 30, 2028. 100% Other Funds.

The funding is available in FY2024, in account Administration, funding for Fiscal Years FY2024, FY2025, FY2026, FY2027, and FY2028, contingent on the availability of future budget years as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>	<u>FY2028</u>
02-24-24- 240010- 25200000-102- 500731 Consultants	<u>\$2,150</u>	<u>\$8,794</u>	<u>\$9,059</u>	<u>\$9,329</u>	<u>\$9,609</u>

EXPLANATION

NH Healthcost ([RSA 420-G:14-a](#)) is free, trusted website created by the NH Insurance Department connecting over 250,000 people/year to information on health care and insurance. The public service website compares costs for more than 250 common medical and dental services including MRIs, CT scans, mammograms, x-rays, ultrasounds and emergency room visits. Additionally, citizens are able to compare quality scores among hospitals across the state, and compare benefits using interactive, customizable tools for small and large employers, and their employees and families.

The New Hampshire Insurance Department respectfully requests that the Governor and Council authorize funding for this consulting work. Your consideration of the request is appreciated.

Respectfully submitted,

A handwritten signature in blue ink that reads "D.J. Bettencourt". The signature is written in a cursive style with a large, stylized initial "D.J." and a long, sweeping underline.

David J. Bettencourt

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Insurance Department**

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, **Insurance Department**, (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 **June 30, 2028**. 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: **Hosting, Development & Support for Website: nhhealthcost.nh.gov**

- 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: Leigh Curtis, Health Insurance Reform
Coordinator

Address: 21 S. Fruit St. Suite 14
Concord, NH 03301

Phone: 603-271-2163

Campus Project Administrator

Name: Karen Jensen

Address: University of New Hampshire
Sponsored Programs Administration
Service Building & Fire, Rm. 107
Durham, NH 03824

Phone: 603-862-2172

- 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: Jason Aziz, Director of Health
Economics

Address: 21 S. Fruit St., Suite 14
Concord, NH 03301

Phone: 603-271-4191

Campus Project Director

Name: Breanna Farrell, Director of Software
Development

Address: University System of New Hampshire
Dimond Library, Level G
Durham, NH 0324

Phone: 603-862-4223

- F. Total State funds in the amount of **\$38,941** 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. X 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, **Insurance Department** have executed this Project Agreement.

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

Name: Louise Griffin

Title: AVP, Research Administration

Signature and Date:

**Louise
Griffin**

Digitally signed by
Louise Griffin
Date: 2024.03.15 3/15/24
13:11:01 -04'00'

**By An Authorized Official of:
New Hampshire Insurance Department**

Name: David J. Bettencourt

Title: Commissioner

Signature and Date:



3/15/2024

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

Name: Christopher Bond

Title: Associate Attorney General

Signature and Date:

Christopher Bond 3/15/24

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

Name:

Title:

Signature and Date:



NH HealthCost Website Hosting & Support 2024-2028

Summary

Provide hosting and maintenance of the NH HealthCost website (<https://nhhealthcost.nh.gov/>), including support for routine (quarterly) database uploads and follow-up QAT.

Scope of Work

Database Uploads and QAT – Up to 40 hours/year

- Pre-approved, pre-formatted .csv files will be provided to the Software Development team on a quarterly basis.

Routine Support – Up to 35 hours/year

- Level 1 support - routine questions and updates. All requests should initiate as a request via the ticketing system (<https://tdforms.unh.edu/wmd/>) and the request will be routed to the appropriate technician.
- Level 2 support – more complex support, debugging, and troubleshooting.

Budget:

Development cost: up to 75 hours @ \$99/hour = \$7,425

Maintenance and hosting fees: \$1,176/year

Total Year One: \$8,601

BUDGET TOTAL: \$38,941

Reflects 3% increase per year

Contract End

June 30, 2028

A. Project Title: Hosting, Development & Support for Website: nhhealthcost.nh.gov

B. Project Period: 1/1/2024 - 6/30/2028

C. Objectives: The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) for its website nhhealthcost.nh.gov by the Service Provider(s). The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities;
- Present a clear, concise and measurable description of service provision to the customer; and,
- Match perceptions of expected service provision with actual service support & delivery.

MANAGED HOSTING SERVICES

ET&S Software Development provides hosting in partnership with the ET&S Enterprise Infrastructure team. ET&S Software Development manages all support communications with the host provider and all requests for Web Application support should be routed through ET&S Software Development. If in question, please submit requests via the ticketing system (at <https://tdforms.unh.edu/wmd/>) and IT will route requests to the appropriate party.

ISP/Hosting Service Level Agreement

The following agreement is for provisioning and management of the server and database systems required for the NH Health Cost website. ET&S Enterprise Infrastructure staff will provide the setup and maintenance of these computer systems.

The Drupal hosting service includes:

- Provision of two or more load balanced virtual machine servers to meet the specifications of the website in terms of storage and traffic levels;
- Installation and support of the Linux operating system on these virtual machines;
- Monitoring of the servers for availability;
- Installation of Linux operating system updates as needed;
- Changes to the operating system and network configuration as needed to meet the needs of the website and/or the USNH network and virtual server hosting environments;
- Database services to meet the needs of the website;
- Backup of the server and database for restoration of the system in case of catastrophic failure;
- Administration of the server environments in compliance with UNH and USNH policies and best practices regarding security, monitoring, backups, and administration;
- Providing a point of contact for any users of the application to report any problems with the application. The point of contact will be <https://tdforms.unh.edu/wmd/>;
- Initial investigation of any trouble reports pertaining to the website in accordance with Class A, B and C deficiencies outlined in Hosting Cloud Requirements, page 6-11.
- Troubleshooting and resolution of any issues associated with the virtual server environment, USNH network, or Linux operating system and the configuration of any of the above items. The Enterprise Infrastructure staff will inform a designated member of Client Organization of the final resolution of all such problems and will keep that individual informed of the progress of any issues that take longer than two (2) working days to resolve; and,
- Updates to a designated member of the Client Organization of any planned network or server outages that might impact the website outside of our weekly maintenance windows.

The Drupal services by the ET&S Enterprise Infrastructure staff do NOT include:

- Purchase or provision of any computer hardware or software;
- Direct shell-level access to the virtual servers that are hosting the websites;
- Support of issues that are internal to the design and functioning of the website and its databases; and,
- Troubleshooting, development, or management of any items with the web site or web applications themselves.

Customer responsibilities under Drupal hosting service:

- The Customer is responsible for all account holders needed for web content management. This includes any oversight of usernames and passwords required for compliance with USNH System Access Policies.
<http://www.usnh.edu/policy/unh/vi-property-policies/f-operation-and-maintenance-property>

WEB AND APPLICATION SUPPORT

Note that ET&S Software Development hours of operations are:

Monday – Friday, 9:00am – 5:00pm

Reduced or on-call coverage during UNH holidays

Support Tickets: <https://tdforms.unh.edu/wmd/>

Telephone: 603-862-4223

Staff Directory: 603-862-1234

Email: web.applications@unh.edu

Supported Services

- Application management
 - Monitoring and Support
 - Updates
 - Patches
 - Standard upgrades(eg. Drupal 9 upgrade to Drupal 10)
 - Troubleshooting/de-bugging
 - Feature request intake and review
 - Support module and applications including; site search, LDAP authentication, Google Analytics,
 - Lifecycle management of web application
- Domain name management
- Certificate Management
- Account Management with UNH Accounts (accounts.unh.edu)
- Quarterly back ups
- Reporting
 - Installation of Google Analytics and monthly reporting
- 40 hours/year support for routine database uploads and follow-up QAT. Data to be supplied to ET&S Software Development on a quarterly basis in pre-approved, pre-formatted .csv files for import.
- 35 hours/year consulting, meetings, training, and support via online ticketing service request vehicle (<https://tdforms.unh.edu/wmd/>)

Exclusions

- Any work exceeding the allocated time
- Website backup beyond those provided by hosting services on a quarterly basis

- Website restoration – Client will be responsible for costs associated with website restoration, unless there is a covered technical outage where ET&S Enterprise Infrastructure would recover the service and restore from the last backups without charge.
- Content management
 - Adding pages
 - Adding images
 - Formatting image and documents for the web
- Compliance
 - *Monitoring or reviewing the website for any compliance related issue including, but not limited to; Copyright, PCI, HIPPA, ADA, FERPA, Data protection or Privacy.
- Third-party application or vendor management
 - Installing third party applications
 - Assessing or complying with third party vendor requirements, unless otherwise indicated and agreed upon as part of development requirements
 - Managing third party vendor relationships, unless otherwise indicated and agreed upon as part of development requirements
- Reporting
 - Custom configuration and analysis of Google Analytics
 - Custom reporting of web logs or data

D. Deliverables Schedule: Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.
- Providing properly formatted import files for routine database updates
- Knowledge of and adherence to all applicable global, federal, state, local, UNH and USNH regulations and policies.

Termination of Agreement: This agreement terminates on June 30, 2028. This agreement may be terminated for any reason or no reason by either party upon not less than 180 days prior written notice. Client must pay ET&S Software Development the full value of any work in development as outlined in this agreement immediately upon termination of this agreement. Services will be billed to date, through 180 termination period.

E. 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.