

TV 18A



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Seigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

February 26, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a **sole source** cooperative agreement in the amount of \$273,765 with the University of New Hampshire (Vendor #177867), to provide website enhancements for the State's HealthCost website in connection 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. This agreement is to be effective upon Governor & Council approval through September 30, 2015. 100% Federal Funds.

The funding is available in account titled Health Insurance Premium Review Cycle III Grant as follows. Funding for FY16 is contingent upon the available and continued appropriations of funds.

	FY2014	FY2015	FY2016
02-24-24-240010-88870000-046-500464 Consultants	\$69,609	\$183,773	\$20,383

EXPLANATION

This agreement is being submitted as **sole source** due to the fact that UNH developed the NH HealthCost website on behalf of the Department and continues to host it on an ongoing basis. Work is currently ongoing, under a separate agreement with UNH, to replace the website's content management system and otherwise enhance the website's functionality. This agreement will allow for additional enhancements to further develop HealthCost as a centralized location for health care price information. With these enhancements, the Department will be able to include price information for a greater number of health care services and better respond to all users of the website as well as incorporate data on quality, increasing the transparency of health care costs and further empowering consumers.

The Insurance Department's NH HealthCost website, created in 2006 and released in early 2007, enables consumers to compare the cost of specific medical procedures performed by different medical providers in the state. The website uses comprehensive health care data reported to the Department and is intended to be "a resource for insurers, employers, providers, purchasers of health care, and state agencies to . . . review health care utilization, expenditures, and performance in New Hampshire and to enhance the ability of New Hampshire consumers and employers to make informed and cost-effective health care choices." RSA 420-G:11-a. Recognized nationally as a model for health care price transparency, NH HealthCost has proven valuable to many New Hampshire consumers looking for information on the cost of common health care services.

The Department respectfully requests that the Governor and Council approve the agreement for this consulting work. Your consideration of the request is appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Sevigny", is written over the printed name below it.

Roger A. Sevigny

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 **9/30/15**. 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: **Health Data Website**

- 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: Barbara Richardson
 Address: Director of Operations
NH Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301
 Phone: 603-271-7971 ext. 255

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: Tyler Brannen
 Address: NH Insurance Department
21 South Fruit St, Suite 14
Concord, NH 03301
 Phone: 603-271-7973 ext 226

Campus Project Director

Name: Cynthia Cargill
 Address: University of New Hampshire
Department of Academic Technology
18 Library Way
Durham, NH 03824
 Phone: 603-862-1241

- F. Total State funds in the amount of **\$273,765** 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.

Campus Authorized Official KJ
 Date 1/31/14

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. **1 PRPPR140053-01-00** from **United States Department of Health and Human Services** under CFDA# **93.511**. 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) **19** 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:

The HealthCost program is a project that is the sole and exclusive property of the State. Campus shall provide copies of proposed publications (including oral presentations) to the State for review and comment at least 30 days prior to their release and shall consider every request for redaction or alteration in good faith. Any reference by Campus to the work performed by Campus on the HealthCost project shall describe the HealthCost project as a State initiative, specifically as a transparency initiative developed by the NHID, and that any work performed by the Campus is as an independent contractor of the State.

- 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, **Insurance Department** 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: *Karen M. Jensen* 1/31/14

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

Name: *Mike Brun*

Title: *Sm. Assistant AG*

Signature and Date: *Mike Brun* 2/29/14

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

Name: Alex Feldvebel

Title: Deputy Commissioner

Signature and Date: *Alexander K. Feldvebel* 2/26/14

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. **Project Title:** Health Data Website
- B. **Project Period:** G&C Approval - September 30, 2015
- C. **Objectives:**

The purpose of this project is to create an accessible web interface to a database of health cost and health quality data. The data will be displayed and searchable per the current and future requirements. The data will be displayed in a usable, accessible format for consumers, health care providers and researchers. The Web site will be scalable, evolving as additional data sets are made available. The attached high level Work Breakdown addresses deliverables, timelines and budget.

D. Scope of Work:

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Scope of Work

NH Health Cost Tables

Overview

The NH Department of Insurance (NHID) and UNH IT/Web Solutions (Web Solutions) have collaborated since 2007 on the Health Cost Tables, (nhhealthcost.org). The existing website, nhhealthcost.org, provides actual health care and premium costs to consumers and employers so that they can make informed purchasing decisions for health care services and insurance. Currently, this data is gleaned from the All-Payer Claims Database, analyzed by the NHID, and then published online.

Changes to the HealthCost website will be made through a two-phase project. The initial phase will define the business requirements to be implemented. Upon completion of the business requirements analysis, a detailed scope of work will be developed for approval by the NHID.

Roles

- Project Management and Business Analysis
 - The project lead, Cynthia Cargill and Project Manager, Jennifer Dykens will provide project leadership, financial and project management. Jennifer Dykens will be the primary contact for all communications, including meetings and reporting. Jennifer Dykens will coordinate on-going technical and managerial support and provide project and technical analysis and reporting. Jennifer will oversee the day-to-day scheduling, tasks, status monitoring, and NHID requests. Both parties will work with the Department of Insurance staff to assist with business analysis and requirements development. Both will ensure the NHID is well prepared to deliver assets that are required for the completion of this project including; data sets, contact information for data providers, web content (text or media).
- Lead Developer
 - Mike Henninger, as lead developer will oversee the development of the website requirements.
- System Administrators David Blezard and Chris Schneider will offer consultation on system requirements, system configuration and administration.

Phase I Discovery and Project Scope

Web Solutions will work to identify new website technologies and to develop a scope of work that will meet evolving business requirements. Preliminary planning includes developing business requirements, translating those requirements to technical specifications and visual design.

Phase I exists to develop the business requirements to revise and reorganize the HealthCost website so that it can serve as an effective centralized location for information on health care prices, health care quality, using health insurance benefits, managing chronic conditions, and navigating the health care delivery system. No protected health information, personal identifiers, or other data that needs to be secure shall be maintained on the website. All data used to populate the HealthCost website shall be suitable for publishing in the public domain.

Building on the following draft business requirements, Web Solutions will work with the NHID and any vendors of the NHID to receive data for the website.

- Discovery
 - Review requirements
 - Stakeholder interviews (NH Department of Information Technology (NH DOIT) and the NHID)
 - Usage analytics review
 - Site review and analysis
- Review current and proposed data sets and define functional requirements
 - Document data sources
 - Analyze dataset requirements for optimal loading efficiencies
 - Define database structure/outline
 - Define public-facing reporting skews
 - Define data import expectations
 - Define administrative views/reports and exports
- Define mobile application needs
 - Review site and data composition for potential mobile benefits.
 - Review analytics for mobile usage.
- Define communication needs
 - Define documentation needs for the technical and administrative users
- Define user-centric calls to action (feedback, registration, survey-access points)
- Define ongoing maintenance and support above current contract expectations
- Define User or Account management
 - Analyze anticipated user roles if needed and behavior for permission levels, if any
- A detailed test plan will be included as a deliverable in Phase I outlining a combination of software tools, custom scripts, and manual review. Typical test tools employed by UNH Web Solutions include jMeter, Accunetix, CSE HTML validator, and custom scripts.

The deliverable at the end of the discovery phase is a finalized, approved documentation of business requirements, project management documentation, software and system architecture and documentation.

- Overarching goals & objectives
- A detailed work breakdown with deliverables, effort and milestones
- Taxonomy
- System architecture plan and diagrams
- Audience definition and associated usage expectations
- Information Architecture (IA),
 - Public user interface wireframes and information flow chart
 - Data views/reporting
- Administrator workflow and process
 - Permissions schema
 - Reporting views for administrator
- A detailed test plan
- Hosting configuration plan
- Support contract
- Milestones and timelines
- Deliverables and payment schedule

All work under Phase I shall be completed by March 27, 2014.

Phase II Design & Development:

As is required above, the outcome from Phase I will include both a set of business requirements and a scope of work for the Phase II effort. It is anticipated that the elements of Phase II will include those elements listed below.

Database and Website Application Design

Based on the review and analysis of the data and proposed website functionality identified in Phase I, the database and application design will be developed and documented. The NHID will provide directly or contract with a third party to perform the data analyses and create the data files to send to Web Solutions. At the time of this proposal, the data analyst vendor has not been selected. The software development is contingent upon the work completed by the data analyst vendor. UNH Web Solutions will work with the data analyst(s) as needed to review and design a database to meet the defined requirement. Web Solutions will work closely with the designated Data Analyst throughout the project.

- Data
 - Determine the required data set structure for optimal value.
 - Include the AMA's Current Procedural Terminology CPT codes provided by the NHID for procedures shown on the website so that users have more specific information on the procedures and rates.
 - Develop a section for pricing information specific to prescription drugs with many of the same features available for estimates of medical procedures.
 - Revise and reorganize the HealthCost website so that it can serve as an effective centralized location for information on health care prices, health care quality, using health insurance benefits, managing chronic conditions, and navigating the health care delivery system.
 - Develop a section that incorporates the use of Medicare and Medicaid data using similar web pages and functionality as what is currently available for commercially insured patients.
 - Develop a section for pricing information specific to dental services using similar web pages and functionality as what is currently available for commercially insured patients.
- Content
 - Reorganize the website so that there are separate sections for health care providers and insurance companies, in addition to the current sections for consumers and employers.
 - Add procedure-specific results web pages for statewide and regional charge and paid data under the sections for insurance companies and health care providers.
 - Include links to other websites such as Leapfrog, CMS, www.hospitalsafetyscore.org.
 - Develop pages under the section for consumers using data on quality that would have similar user functionality and display of information as the current setup for providing health care cost estimates to consumers.
- Function
 - Develop a responsive web design for portable devices.
- User feedback
 - Develop a mechanism for website user feedback.
- Design functionality
 - The website will be designed so that the NHID or agents can easily update content without the need for specialized tools or training.
 - The website will be extensible, meaning that it will be built in a modular format, enabling additional features and functions as needed.
- Reporting
 - Develop web usage reports to meet client reporting needs.

Graphic Design

Once the web application structure has been established, the information architecture will be applied to a wireframe. The wireframe will provide a schematic overview of the content for the home page and interior pages. Based on wireframe approvals, the designers will develop a design concept for the website. Up to three design concepts may be presented for approval by the NHID. Upon approval, the final design will be developed as a static image. The imagery for the home page will be completed first. This home page design will be presented for approval. The NHID can request up to two revisions of the selected design. After the home page design is finalized, the designer will develop prototypes for interior pages, forms and reports. All page designs will include a parallel responsive design. The responsive design will include all or most of the page content. A responsive design will ensure that information can be accessed regardless of device. Design elements include iconography, fonts and design elements. Original illustration and photography will be predicated by budget. Logo or branding development is excluded.

Prototypes will be developed for;

- Home page
- Interior pages
- Multiple data sets
- Reports
- Forms

Up to 10 design prototypes may be included.

Development/Build

Upon NHID approval of the business requirements and scope of work and following a letter to proceed from the Commissioner of the NH DOIT, Web Solutions will begin development work. We will start with documentation of the database and web specifications, review and creation of user roles as needed and visual design. During this phase, the application will be built in a test environment. The first release will include major functionality and data integration, with increasing level of detail until all business requirements are realized. A system for bug tracking and subsequent support will be enabled at this time.

Each development iteration will be performed with best practices for creation, commenting, peer review and usability. Data sources will be incorporated as made available. Technical and user documentation will support the code and user experience. Concurrently, the design team will develop mock-ups for varying page layouts. Upon final review and approval, the approved design will be implemented in a theme.

Based upon the defined business requirements, Web Solutions will:

- Prepare test environment for application development
- Design the database structure
- Develop the software application
- Extend software via custom development or module set to display data as needed
- Research and develop the best means of data import
- Develop database and application
- Incorporate the design and functional elements
- Create views and content types as needed (custom pages)
- Create custom templates within the software theme
- Web to database connection
- Migrate existing data to MySQL database
- Import data

Mobile Development

The website must be responsive, enabling the content to be viewed across multiple devices and operating systems. As some information may be best suited for a stand-alone mobile application, such applications will be developed following the development of the website. Mobile application(s) will be developed to focus on the most impactful data, ensuring accessibility by consumers regardless of device. The mobile development scope will be determined via the data and stakeholder input. Following Phase I, the scope of the Mobile development will be further refined, including operating system, data and functionality.

Content

All data and web content will be populated in the database. Web Solutions will work with the project stakeholders, data providers, and data analyst. Web Solutions will populate the initial content. Web Solutions is not responsible for writing copy or creating audio/visual content. Audio and video content may be published on the web platform. All content must be provided in digital format.

Content categories include, but are not limited to:

- Developing the infrastructure for new data (prescription drugs, Medicare, Medicaid, dental services and providers, quality measures, and additional procedures)
- Separate website sections and web pages for health care providers and insurance companies, in addition to the current sections for consumers and employers.

Hosting Configuration

The hosting party will configure the hosting environment. The hosting party will architect the hosting environment to and secure it. That architecture will be provided to the State for approval. Once approved the production environment will be configured and deployed. The assumption that the website will be built within the Drupal 7 framework will be supported by the standard LAMP stack.

Quality Assurance

Quality assurance testing must be provided to ensure the website meets current software development and online accessibility requirements. The website will be validated prior to publication. All functionality will be tested including, but not limited to; user accounts, links, output, formatting, and content publication. The vendor will test the application and certify to NHID that all testing was completed successfully and then a checklist will be provided to the NHID. The NHID will assist with usability testing and will be responsible for all editorial review. Automated performance testing, such as jMeter, regression testing, failover testing and a security scans will be completed. Simple screen refreshes at the host site shall take fewer than three seconds in response time, and no more than five seconds for complex reporting webpages. Upon certifying that testing has been complete by Web Solutions, the NHID will undertake user testing and acceptance. Any issues identified during NHID user acceptance testing will be remediated by Web Solutions within five business days.

The production website will be hosted in an environment that strives to be available 99.95% of the time, 24 hours a day, and seven days a week. Maintenance shall be performed between the hours of 5 am to 9 am, on Thursday or Sunday.

Accessibility is critical to this consumer-facing website. Due to the complexity and expertise required, an accessibility compliance vendor will conduct software accessibility testing.

Publication

Upon completion of the software application, final quality assurance testing will be performed by Web Solutions and include application stress testing and tuning using jMeter software, as well as any additional tests outlined in the project's Test Plan (defined in Phase I deliverables, including but not limited to testing of installation routines on staging environment prior to configuring/installing application components on production system and associated User Acceptance Testing criteria). A pre-launch checklist defined in the Phase I Test Plan that covers staging environment and production environment testing criteria will be verified by the project's development staff, as well as the State.

Communications (PUBLIC)

Primary communications to the public are the responsibility of the NHID. Web Solutions will provide support via documentation, screen shots, mock-ups, technical specifications or any content needed to support communication efforts.

Support and Maintenance

During Design and Development phase (Phase II), the software will be continuously reviewed to comply with the business requirements and support and maintenance levels will be adjusted accordingly. Web Solutions will provide monthly reporting, ongoing system and application support, and implement a ticketing system for feature requests.

General

Contingencies

The project timeline is dependent upon business requirements and data delivery. The NHID will approve the final business requirements provided by Web Solutions prior to Web Solutions beginning development work in those specific areas. The total budget for Phase II shall include funds specifically reserved for contingency work beyond the services identified in Phase I.

Vendor Management

This project will require expertise to supplement the UNH Web Development staff. Web Design, Accessibility Compliance, and Quality Assurance will be supplemented with external staff and expertise as needed.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

Web Solutions shall to submit potential changes to the NHID, and the NHID has five days to review and provide feedback with any changes which are required. The NHID then has five days to approve or deny the suggested changes. Upon approval, the NHID shall issue an acceptance letter which initiates billing by Web Solutions.

Required from Web Solutions

- Support tickets, available 8-6 M-F.
- Add and manage user accounts if needed
- Updates to the system, Software application, database and any related software
- General research and development for web standards, updates as needed

- Monthly reporting to the NHID including;
 - Web analytics
 - Updates
- Review feature requests
- Documentation and Training
 - Technical and in-context documentation and specifications for all phases of the project and all systems and processes
 - In-line (in the code) documentation
 - Manual for those actively interacting with the applications, such as data managers
 - Software and usage policies, such as password policies and best practices
 - Help documentation
 - Site use instructions for the public
 - Analysis of any legal requirements for HealthCost website technical functions (not content)

NHID Responsibilities

- Assist in the creation of business requirements and provide information and data as needed throughout the course of the project
- Review and approval of all project artifacts
- Availability for regularly scheduled meetings and related email and phone communications
- Provide all data sets and to work with the vendor to identify, format and setup delivery of data in the required format
- Assist with usability testing following completion of successful testing by Web Solutions.

Specific Exclusions from Web Solutions Responsibilities:

- Planning and Oversight of HealthCost website content
 - NHID policy analysis, review or publication
 - Analysis of any legal requirements for information presented on the HealthCost website
- Business
 - Marketing and public relations of the HealthCost Website
- Identifying or developing content and data for the HealthCost website
 - Including:
 - Registration forms
 - Legal disclosures
 - Privacy Policies
 - Audio or video files
- Design
 - Images not identified in the business requirements
- Data and Reporting
 - Data capture other than typical web and server analytical data, and data submitted by the NHID to Web Solutions
- Systems integration
 - Integration external applications including Facebook, Twitter, Salesforce or other
 - Compliance with any third party vendor or partner requirements
 - Training and troubleshooting external applications
 - Management of external vendors
- System administration
 - Archives other than the system backup
 - Custom server configuration

Contract Terms

Phase I discovery, to be completed within six weeks from date this contract is approved by Governor and Council

Phase II Final Delivery 9/30/2015

Contract not to exceed \$273,764.45

It is understood by both parties that the Phase I effort to develop a set of business requirements and a scope of work for the effort required to enhance the NHID website is a precursor to the development effort identified as Phase II.

Upon completion of Phase I Web Solutions will submit a work plan draft including timeline for development and a Not to Exceed price for the Phase II effort at which time NHID will review that in partnership with the DoIT and make a decision to either go forward with the Web Solutions proposal following a Notice to Proceed from the Commissioner of the DoIT or to seek an alternative solution for the completion of the project.

E. Deliverables Schedule: Campus will work with the State to finalize a project plan at the start of the project to determine mutually agreed upon action items, deliverable and timelines. Campus will have twenty (20) months' time in which to complete this project from project start date as specified in Exhibit A item B.

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 until the not-to-exceed amount of \$273,765 has been reached. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by cost categories listed below. 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.

Cost Categories

- Web Solution
- Service Provider/Consultant
- Other
- Facilities and Administrative

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or .

EXHIBIT C

BUSINESS REQUIREMENTS				
State Requirements		Vendor		
Req #	Requirement Description	Vendor Required	Delivery Method	Comments
DISCOVERY				
B1.1	Discovery			
B1.2	Review client/grant requirements	Yes	Standard	
B1.3	Stakeholder interviews (NH Department of Information Technology (NH DOIT), NHID, Targeted Health Providers, Business Analyst)	Yes	Standard	
B1.4	Business analysis	Yes	Standard	
B1.5	Competitor/peer analysis (other state sites, other comparative data resource sites)	Yes	Standard	
B1.6	Usage analytics review	Yes	Standard	
B1.7	Site review and analysis	Yes	Standard	
B1.8	Review current and proposed data sets	Yes	Standard	
B1.9	Define functional requirements	Yes	Standard	
B1.10	Define data sources	Yes	Standard	
B1.11	Analyze datasets for optimal value	Yes	Standard	
B1.12	Define database structure/outline	Yes	Standard	
B1.13	Define public-facing reporting skews & provider-based data requirements	Yes	Standard	
B1.14	Define provider data import expectations	Yes	Standard	
B1.15	Define administrative views/reports and exports	Yes	Standard	
B1.16	Define mobile application needs	Yes	Standard	
B1.17	Review site and data composition for potential mobile benefits.	Yes	Standard	
B1.18	Review analytics for mobile usage.	Yes	Standard	
B1.19	Define communication needs	Yes	Standard	
B1.20	Define documentation needs for the technical and administrative users	Yes	Standard	
B1.21	Define documentation needs for site Health Providers	Yes	Standard	
B1.22	Define documentation needs in the event the website is distributed	Yes	Standard	
B1.23	Define user-centric calls to action (feedback, registration, survey-access points)	Yes	Standard	
B1.24	Define ongoing maintenance and support	Yes	Standard	
B1.25	Deliverable Documentation	Yes	Standard	
B1.26	Overarching goals & objectives	Yes	Standard	
B1.27	A detailed work breakdown with deliverables, effort and milestones	Yes	Standard	
B1.28	Taxonomy	Yes	Standard	
B1.29	System architecture plan and diagrams	Yes	Standard	
B1.30	Audience definition and associated usage expectations	Yes	Standard	
B1.31	Information Architecture (IA),	Yes	Standard	
B1.32	Public user interface wireframes and information flow chart	Yes	Standard	
B1.33	Data views/reporting	Yes	Standard	
B1.34	Role based Provider workflow and process	Yes	Standard	
B1.35	Permissions schema and architecture	Yes	Standard	
B1.36	Normalize provider intake forms or data upload based on public-facing reporting skews and importing	Yes	Standard	
B1.37	Administrator workflow and process	Yes	Standard	

B1.38	Permissions schema	Yes	Standard	
B1.39	Provider account registration	Yes	Standard	
B1.40	Reporting views for provider	Yes	Standard	
B1.41	A detailed test plan	Yes	Standard	
B1.42	Publication strategy and plan	Yes	Standard	
B1.43	Hosting configuration plan	Yes	Standard	
B1.44	Support contract	Yes	Standard	
ACCEPTANCE				
B2.1	Client and UNH Web Solutions to review all documentation	Yes		
B2.2	Develop a well defined scope of work	Yes		
B2.3	Web Solutions will provide a detailed work breakdown schedule based on this scope	Yes		
B2.4	Both parties will agree to terms and the second phase of the contract will be activated	Yes		
B2.5	The final delivery of the completed software (web and mobile) and supporting documentation is no later than 9/30/15	Yes		
B2.6	The cost is not to exceed \$316,260	Yes		
B2.7				
B2.8				
B2.9				
B2.10				
IMPLEMENTATION - See attached for general overview. Detailed implementation plan provided following Phase I				
B3.1	Database and Website Application Design	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.
B3.2	Permissions Schema	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.
B3.3	Graphic Design	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.
B3.4	Development/Build	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.
B3.5	Mobile Development	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.
B3.6	Content	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.
B3.7	Hosting Configuration	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.
B3.8	Quality Assurance	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.

B3.9	User Management	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.
B3.10	Usability Analysis	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.
B3.11	Publication	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.
B3.12	Communications	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.
B3.13	Support and Maintenance	No	Custom	Implementation is contingent upon the discovery and planning phase and is subject to revision.

STANDARD EXHIBIT I

The Contractor identified as “University of New Hampshire” in Section A of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, “Business Associate” shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and “Covered Entity” shall mean the NH Insurance Department.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. “Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
- b. “Business Associate” has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. “Covered Entity” has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR Section 164.501.
- e. “Data Aggregation” shall have the same meaning as the term “data aggregation” in 45 CFR Section 164.501.
- f. “Health Care Operations” shall have the same meaning as the term “health care operations” in 45 CFR Section 164.501.
- g. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with 45 CFR 164.410, of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to such disclosure within five (5) business days of Business Associate’s notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional reasonable security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with 45 CFR 164.410.
- b. The Business Associate shall comply with all applicable and required sections of the Privacy and Security Rule as set forth in 45 CFR Parts 160 and 164.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the

Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act, as codified at 45 CFR Parts 160 and 164 and as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity under the Agreement.

- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Alexander K. Feldvebel
Signature of Authorized Representative

Alexander K. Feldvebel
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

2/26/14
Date

University of New Hampshire

Karen M. Jensen
Signature of Authorized Representative

Karen M. Jensen
Name of Authorized Representative

Manager, Sponsored Programs Administration
Title of Authorized Representative

Date 1/31/14



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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www.nh.gov/doit

Peter C. Hastings
Commissioner

February 27, 2013

Roger Sevigny
Commissioner
New Hampshire Insurance Department
12 South Fruit Street, suite 14
Concord, NH 03301

Dear Commissioner Sevigny:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a Cooperative Project Agreement (CPA) with the University of New Hampshire (UNH) as described below and referenced as DoIT No. 2014-108.

This contract secures the services of the University of New Hampshire, Department of Academic Technology to create an accessible web interface of health cost and health quality data. The data will be displayed in a usable, accessible format for consumers, health care providers and researchers. The website will be scalable, evolving as additional data sets are made available. With these enhancements, the Department will be able to show price information for a greater number of health care services, increasing the transparency of health care costs and further empowering consumers. Total contract cost is \$273,765. The contract is effective upon Governor and Executive Council approval through September 30, 2015.

A copy of this letter should accompany the New Hampshire Insurance Department submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/dcp
DOS 2014-108

cc: David Perry, Contracts Manager, Bureau of Finance & Administration
Marie Ott, DOIT/NHID IT Lead