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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

NOV 13 AM 8:04 DAS

Peter C. Hastings
Commissioner

June 6, 2013

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

Sole Source

REQUESTED ACTION

- 1) Authorize the New Hampshire Department of Information Technology (DoIT) to exercise a contract extension by amending a **sole source** Cooperative Project Agreement (#1003470) with the University of New Hampshire, Granite State Distance Learning Network (GSDLN), Vendor Number #177867, on behalf of the Department of Health and Human Services by increasing the contract amount by \$147,600.00, from \$74,552.00 to \$222,152.00 for video teleconferencing networking effective upon Governor and Executive Council approval. The original contract was approved on October 7, 2009, Item # 19 and amended on June 22, 2011, Item #18.
- 2) Further, authorize the extension of the contract from the current end date of June 30, 2013 to June 30, 2015, effective upon Governor and Executive Council approval

Funding is anticipated to be available in the following Department of Information Technology account upon legislative approval of the biennial budget for FY 2014 and FY2015 as follows. **100% Other (Agency Class 027) funds: the agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work is 58% General Funds and 42% Federal Funds.**

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT
	GLASS CODE-ACCOUNT CODE -CLASS TITLE		
2014	01-03-03-030010-76950000 - DoIT- IT for DHHS 039-500180 – Telecommunications - Data	03950106	\$73,800.00
2015	01-03-03-030010-76950000 - DoIT- IT for DHHS 039-500180 – Telecommunications - Data	03950106	\$73,800.00
TOTALS			\$147,600.00

EXPLANATION

This request is for approval of an amendment to the Collaborative Agreement (2009-098) between Department of Information Technology, on behalf of the New Hampshire Department of Health and Human Services (DHHS) and the University System of New Hampshire (USNH), acting through University of New Hampshire (UNH). It is governed by 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, and utilizing the original contract approval for two (2) two-year extensions with the vendor.

Her Excellency, Governor Margaret Wood Hassan
and Honorable Executive Council
June 6, 2013
Page 2

The request was originally **sole source** because the video conferencing system had to be compatible with the equipment used by specific medical organizations such as Dartmouth-Hitchcock in Hanover and others throughout New Hampshire. In addition to this required compatibility with other community medical institutions, the solution offers high quality, high scalability, high flexibility, high security, ease of use, convenient availability of support, low cost, and opportunity for collaboration with other State entities. We are exercising the extension option while DHHS and DoIT consider migrating this service to a State video conferencing service planned for the DoIT Data Center. This project is a component of the State's core network upgrade, which is under way. If the DoIT service is not implemented by fiscal year 2015, the service will be reprocreated by issuing a new RFP.

Originally, several video conferencing alternatives were considered and evaluated before selecting UNH's video conferencing service in 2009. They included purchasing (minimum additional \$90,000 for video bridge plus annual hardware and software maintenance) and leasing (cost estimated to be \$70,000 per year) the video equipment, establishing network services through telecommunication providers such as FairPoint and G4 (video bridge also needed), utilizing the State's data network and Internet connectivity (video bridge also needed and network performance does not satisfy minimum requirements), and using other video conferencing services (no comparable service found).

This Collaborative Agreement allows UNH to provide video conferencing services for DHHS, starting with the Bureau of Behavioral Health (BBH) for training, consultations and meetings, and New Hampshire Hospital (NHH) for involuntary admission proceedings and admonition screenings. This amendment adds eleven (11) new locations, including the DHHS regional offices and the DHHA Administrative Appeals Unit (AAU). The use of video conferencing technology has enabled the State to be more responsive in emergencies, reduce State employee travel costs, offer greater convenience to patients during the patient intake process at hospitals, and allow State staff to work more efficiently.

The UNH video conferencing service consists of a state-wide communications network dedicated to video conferencing, a video conferencing bridge for scheduling and hosting video conferences and a web portal to enable users such as DHHS to access the bridge remotely over the Internet. It also includes connectivity to the Internet to allow video conference participants who are not on UNH's video conferencing network to participate in DHHS hosted video conferences and DHHS to participate in video conferences hosted outside UNH's video conferencing network. UNH also has purchased, on the behalf of DHHS, circuits and routers to connect DHHS video conferencing end units to the UNH network.

100% Other (Agency Class 027) funds: the agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work is 58% General Funds and 42% Federal Funds.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,



Peter C. Hastings
Commissioner

PCH/ltn
RID #14050
Contract #2009-098B



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
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Peter C. Hastings
Acting Commissioner

June 3, 2013

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 request to amend a **Sole Source** contract (#2009-098, encumbrance 1003470) with the University of New Hampshire (UNH), Granite State Distance Learning Network (GSDLN) (VC #177867), of Durham, NH. The University of New Hampshire will continue to provide videoconference network services to the Department of Health and Human Services. The amendment is further described below and referenced as DoIT #2009-098B.

This is a request to amend a sole source contract with UNH, through its Granite State Distance Learning Network (GSDLN), for videoconference network services for a total amount not to exceed \$147,600.00. The amendment shall be effective upon July 1, 2013 and extend through June 30, 2015.

A copy of this letter will accompany the Department of Information Technology's submission to Governor and Executive Council for approval.

Sincerely,

Peter C. Hastings

PCH/ltn
2009-098B
A&E RID #14050

cc: William Baggeroer, DHHS
Leslie Mason, DoIT

**AMENDMENT #2 to
COOPERATIVE PROJECT AGREEMENT**

between the

STATE OF NEW HAMPSHIRE, **Department of Information Technology**
and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 10/17/09, item # 19, for the Project titled "DHHS Video Conferencing Services," Campus Project Director, **George Fryburg**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of 6/30/13 with the revised Project End Date of 6/30/15, and Exhibit A, article B is revised to replace the Project Period of 10/7/09 – 6/30/13 with 10/7/09 – 6/30/15.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of **\$147,600.00** and will read:

Total State funds in the amount of **\$222,152.00** 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.

- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended 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 revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend 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, as follows:

Article is amended in its entirety to read as follows:

Article is amended in its entirety to read as follows:

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment #2 to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date: *[Signature]* 5/17/13

By An Authorized Official of:

Department of Information Technology

Name: Peter C. Hastings

Title: ~~Administrator~~ Commissioner

Signature and Date: *[Signature]* 5/5/13

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

Name: *Patricia Queer*

Title: *Civil Bureau Attorney*

Signature and Date: *[Signature]* 4/5/13

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

Name:

Title:

Signature and Date:

Campus Authorized Official *[Signature]*
Date *5/17/13*

State of New Hampshire
 Department of Information Technology
 2009-098 DHHS Video Conferencing Services
 Amendment 2
 Exhibit A

1. Project Title: 2009-098B DHHS Video Conferencing Services

2. Project Period: October 7, 2009 through June 30, 2015

3. Objectives:

This amendment is for UNH to continue to provide video conferencing services for DHHS, including but not limited to the Bureau of Behavioral Health (BBH) for training, consultations, and meetings, and New Hampshire Hospital (NHH) for involuntary admission proceedings and admonition screenings. DHHS Has implemented this service to reduce travel costs for the State, make more efficient use of the State's professional staff time, and provide more convenience for the populations served by the Department.

4. Scope of Work:

The following DHHS locations shall be added to this agreement:

	Department	Office	Address
1	State of New Hampshire Department of Health and Human Services	Administrative Appeals Unit (AAU)	Main Building 105 Pleasant Street Concord, NH 03301
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	Nashua 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

State of New Hampshire
 Department of Information Technology
 2009-098 DHHS Video Conferencing Services
 Amendment 2
 Exhibit A

5. Deliverables Schedule: Not applicable. UNH is providing ongoing video conferencing services.

6. Budget and Invoicing Instructions:

Item	Description	Monthly Total	Annual Total	2 Year Total
1	DHHS V/C Bridging (NHH & BBH at \$210 Each)	\$420	\$5,040	\$10,080
2	SDSL Circuit(NHH & BBH at \$249 Each)	\$498	\$5,976	\$11,952
3	UNH Telecom support for NHH & BBH @ \$100/ea	\$200	\$2,400	\$4,800
4	5 Videobridge Annual Membership for Concord AAU (\$210/ea) w/ tech support and content server usage	\$1,050	\$12,600	\$25,200
5	1.5 Mb Fairpoint T1 for each of 10 district AAU offices and 1-10 Mb to Main St site	\$2,732	\$32,784	\$65,568
6	UNH Telecom support for the 10-T1 & 1-10Mb lines @ \$100/ ea	\$1,100	\$13,200	\$26,400
7	Storage of Videoconference recording of AAU at 392 Gb est	\$150	\$1,800	\$3,600
Total		\$6,150	\$73,800	\$147,600

a. Invoicing and Payments

Invoices shall be sent to:

Department of Information Technology
 c/o Accounts Payable
 27 Hazen Drive
 Concord, NH 03301

All payments shall be sent to the following address:

UNH Sponsored Programs Administration
 Service Building, Room 109
 University of New Hampshire
 Durham, NH 03824-3585

[Signature]
 5/17/13



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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GSC
 6/22/11
 #18

S. William Rogers
 Commissioner

June 7, 2011

His Excellency, Governor John Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

- 1) Authorize the New Hampshire Department of Information Technology (DoIT) to exercise a contract extension by amending a sole source Cooperative Project Agreement (Contract #2009-098, encumbrance 1003470) with the University of New Hampshire, Granite State Distance Learning Network (GSDLN), Vendor Number #177867, on behalf of the Department of Health and Human Services by increasing the contract amount by \$29,952.00, from \$44,600.00 to \$74,552.00 for video teleconferencing networking effective upon Governor and Executive Council approval. The original Contract was approved on October 7, 2009, Item # 19.
- 2) Further authorize the extension of the contract from the original end date of June 30, 2011 to June 30, 2013, effective upon Governor and Executive Council approval

Funding is anticipated to be available in the following Department of Information Technology account upon legislative approval of the biennial budget for FY 2012 and FY2013 as follows. 100% Other (Agency Class 027) funds: the agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work is 58% General Funds and 42% Federal Funds.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT	TOTALS
	CLASS CODE-ACCOUNT CODE -CLASS TITLE			
2012	01-03-03-030010-76950000 - DoIT- IT for DHHS 039-500180 - Telecommunications Services	039590106	\$14,976.00	
			Subtotal	\$14,976.00
2013	01-03-03-030010-76950000 - DoIT- IT for DHHS 039-500180 - Telecommunications Services	039590106	\$14,976.00	
			Subtotal	\$14,976.00
			TOTAL	\$29,952.00

EXPLANATION

This request is for approval of an amendment to the Collaborative Agreement (2009-098) between Department of Information Technology, on behalf of the New Hampshire Department of Health and Human Services (DHHS) and the University System of New Hampshire (USNH), acting through University of New Hampshire (UNH). It is governed by 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, and utilizing the original contract approval for two (2) two-year extensions with the vendor.

June 7, 2011

Page 2

The request was originally sole source because the video conferencing system had to be compatible with the equipment used by specific medical organizations such as Dartmouth-Hitchcock in Hanover and others throughout New Hampshire. In addition to this required compatibility with other community medical institutions, the solution offers high quality, high scalability, high flexibility, high security, ease of use, convenient availability of support, low cost, and opportunity for collaboration with other State entities. We are exercising the extension option while DHHS and DoIT consider migrating this service to a State video conferencing service under consideration for the DoIT Data Center. This project is pending further collaboration among several State agencies and legislative approval of the FY2012 – 2013 capital budget. If the DoIT service is not implemented, the service will be reprocured by issuing a new RFP.

Originally, several video conferencing alternatives were considered and evaluated before selecting UNH's video conferencing service in 2009. They included purchasing (minimum additional \$90,000 for video bridge plus annual hardware and software maintenance) and leasing (cost estimated to be \$70,000 per year) the video equipment, establishing network services through telecommunication providers such as FairPoint and G4 (video bridge also needed), utilizing the State's data network and Internet connectivity (video bridge also needed and network performance does not satisfy minimum requirements), and using other video conferencing services (no comparable service found).

This Collaborative Agreement allows UNH to provide video conferencing services for DHHS, starting with the Bureau of Behavioral Health (BBH) for training, consultations and meetings, and New Hampshire Hospital (NHH) for involuntary admission proceedings and admonition screenings. The use of video conferencing technology has enabled the State to be more responsive in emergency situations, reduce State employee travel costs, offer greater convenience to patients during the patient intake process at hospitals, and allow State staff to work more efficiently.

The UNH video conferencing service consists of a state-wide communications network dedicated to video conferencing, a video conferencing bridge for scheduling and hosting video conferences and a web portal to enable users such as DHHS to access the bridge remotely over the Internet. It also includes connectivity to the Internet to allow video conference participants who are not on UNH's video conferencing network to participate in DHHS hosted video conferences and DHHS to participate in video conferences hosted outside UNH's video conferencing network. UNH also has purchased, on the behalf of DHHS, circuits and routers to connect DHHS video conferencing end units to the UNH network.

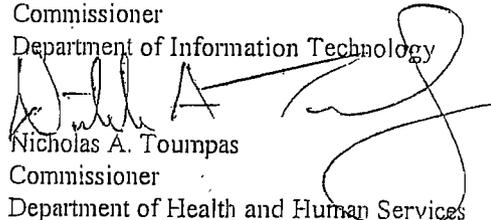
100% Other (Agency Class 027) funds: the agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work is 58% General Funds and 42% Federal Funds.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,



S. William Rogers
Commissioner
Department of Information Technology



Nicholas A. Toumpas
Commissioner
Department of Health and Human Services



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DEPARTMENT OF INFORMATION TECHNOLOGY
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www.nh.gov/doi

S. William Rogers
Acting Commissioner

May 17, 2011

Steven Kelleher
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Dear Mr. Kelleher:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a **Sole Source** contract (#2009-098, encumbrance 1003470) with the University of New Hampshire (UNH), Granite State Distance Learning Network (GSDLN) (VC #177867), of Durham, NH. The University of New Hampshire will continue to provide videoconference network services to the Department of Health and Human Services. The amendment is further described below and referenced as DoIT #2009-098A.

This is a request to amend a sole source contract with UNH, through its Granite State Distance Learning Network (GSDLN), for videoconference network services for a total amount not to exceed \$29,952. The amendment shall be effective upon July 1, 2011 and extend through June 30, 2013.

A copy of this letter should accompany the Department of Information Technology's submission to Governor and Executive Council for approval.

Sincerely,

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

S. William Rogers

SWR/ltn
2009-098A
A&E RID #11422

cc: William Baggeroer, Chief Information Officer, Department of Health and Human Services
Leslie Mason, IT Manager, Department of Information Technology

AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT

between the
STATE OF NEW HAMPSHIRE, **Department of Information Technology**,
and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 10/17/09, item # 19, for the Project titled "**DHHS Video Conferencing Services**," Campus Project Director, **George Fryburg**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of 6/30/11 with the revised Project End Date of 06/30/13, and Exhibit A, article B is revised to replace the Project Period of 10/07/09 – 06/30/11 with 10/07/09 – 06/30/13.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____ ," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to **Dianne Hall**.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to **George Fryburg**.
- Article F. is amended to add funds in the amount of **\$29,952** and will read:

Total State funds in the amount of **\$74,552** 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.

- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended 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

EXHIBIT A

- A. Project Title:
- B. Project Period: October 7, 2009 - June 30, 2013
- C. Objectives:
- D. Scope of Work:
- E. Deliverables Schedule:
- F. Budget and Invoicing Instructions:

Line	Qty	Unit	Deliverable	Unit Price	UNH/GSDLN (One Time Install Fee)	UNH/GSDLN Monthly Service Fee	UNH/GSDLN Annual Service Fee
One Time Charges							
1	2	Ea	Dedicated Ethernet Router (installation, maintenance, and support included)	\$2,000	\$4,000		
2	2	Ea	1.5MB Symmetrical SDSL Circuit (installation, maintenance, and support included)	\$ 500	\$1,000		
			Year 1 (SFY 2010) One-Time		\$5,000		
			Year 2 (SFY 2011) One-Time		\$ 0		
Recurring Charges							
3	2	Ea	Video Conferencing Service	\$ 250/mo		\$ 500	\$6,000
4	2	Ea	SDSL Circuit	\$ 450/mo		\$ 900	\$10,800
5	2	Ea	SDSL Circuit Monitoring Service (Tech Support Fee)	\$ 125/mo		\$ 250	\$3,000
			Year 1 (SFY 2010) Recurring				\$19,800
			Year 2 (SFY 2011) Recurring				\$19,800
			Years 3, 4 (SFY 12,13) 2 year-months Recurring				\$29,952
							Total
Total Charges							
			Year 1 (SFY 2010) Total				\$24,800
			Year 2 (SFY 2011) Total				\$19,800
			Year 3,4 (SFY 12,13) Total				\$29,952
			Total				\$74,552

Actual circuit charges for years 3 & 4 are reduced to 249/month and not the 450/mo shown in the original estimate above for years 1 and 2.

to this document as revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend 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, as follows:

Article _____ is amended in its entirety to read as follows:

Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment #1 to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Victor Sosa

Title: Director, Sponsored Programs Administration

Signature and Date: [Signature] 5-16-11

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

Name: Glenn A. Purlow

Title: Senior Assistant Attorney General

Signature and Date: [Signature] 5/31/11

By An Authorized Official of:

Department of Information Technology

Name: S. William Rogers

Title: Acting Commissioner

Signature and Date: [Signature] 5/16/11

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

Name: _____

Title: _____

Signature and Date: _____



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF INFORMATION TECHNOLOGY
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 www.nh.gov/doi

G+C
 Oct. 7, 2009
 Item # 19

Richard C. Bailey, Jr.
 Chief Information Officer

September 11, 2009

His Excellency, Governor John Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Information Technology (DoIT) to enter into a sole source Cooperative Project Agreement with the University of New Hampshire, Granite State Distance Learning Network (GSDLN), Vendor Number #177867, for video teleconferencing networking in the amount of \$44,600.00 effective upon Governor and Council approval through June 30, 2011, with the option to renew for two (2) additional two (2) year terms.

Funding is available in account Department of Information Technology as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. 100% Other (Agency Class 027) funds: the agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work is 58% General Funds and 42% Federal Funds.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY-NAME-ACCTG-UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	AMOUNT	TOTALS
2010	01-03-03-030010-76950000 - DoIT- IT for DHHS 038-500176 - Online Services	039590106	\$ 19,800.00	\$ 19,800.00
	01-03-03-030010-76950000 - DoIT- IT for DHHS 037-500172 - Technology - Hardware	039590106	\$ 4,000.00	\$ 4,000.00
			Subtotal FY2010	\$23,800.00
2011	01-03-03-030010-76950000 - DoIT- IT for DHHS 038- 500176 - Online Services	039590106	\$ 19,800.00	\$ 19,800.00
	01-03-03-030010-76950000 - DoIT- IT for DHHS 039-500180 - Telecommunications	039590106	\$ 1,000.00	\$ 1,000.00
			Subtotal FY2011	\$20,800.00
			GRAND TOTAL	\$44,600.00

EXPLANATION

This is to request approval of a Collaborative Agreement (2009-098) between Department of Information Technology on behalf of the NH Department of Health and Human Services (DHHS) and the University System of New Hampshire (USNH), acting through University of New Hampshire (UNH), 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. This Collaborative Agreement is for UNH to provide video conferencing services for DHHS, starting with the Bureau of Behavioral Health (BBH) for training, consultations and meetings, and New Hampshire Hospital (NHH) for involuntary admission proceedings and admonition screenings. It is anticipated that the use of video conferencing technology will enable the State to be more responsive in emergency situations, reduce State employee travel costs, offer greater convenience to patients during the patient intake process at hospitals, and allow State staff to work more efficiently.

The UNH video conferencing service consists of a state-wide communications network dedicated to video conferencing, a video conferencing bridge for scheduling and hosting video conferences and a web portal to enable users such as DHHS to access the bridge remotely over the Internet. It also includes connectivity to the Internet to allow video conference participants who are not on UNH's video conferencing network to participate in DHHS hosted video conferences and DHHS to participate in video conferences hosted outside UNH's video conferencing network. UNH will also purchase, on the behalf of DHHS, circuits and routers to connect DHHS video conferencing end units to the UNH network.

UNH offers its video conferencing service through its affiliate – the Granite State Distance Learning Network (GSDLN) consortium. Purchasers of the UNH video conferencing service become members of the GSDLN consortium, thus enabling the service costs to be further distributed as additional members enroll.

Several video conferencing alternatives were considered and evaluated before selecting UNH's video conferencing service. They included purchasing (minimum additional \$90,000 for video bridge plus annual hardware and software maintenance) and leasing (cost estimated to be \$70,000 per year) the video equipment, establishing network services through telecommunication providers such as FairPoint and G4 (video bridge also needed), utilizing the State's data network and Internet connectivity (video bridge also needed) and network performance does not satisfy minimum requirements), and using other video conferencing services (no comparable service found). The UNH / GSDLN alternative was chosen because of its low cost, high quality, high scalability, high flexibility, high security, ease of use, availability of support and ease of operation, and opportunity to collaborate with another State entity.

A sole source agreement with UNH is requested because it was the only solution discovered of its kind and it keeps the expenditures within the state.

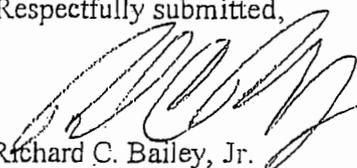
- **Member of the Granite State Distant Learning Network (GSDLN) Consortium** - GSDLN is a public/private partnership of over 30 organizations dedicated to developing and implementing an affordable, interactive videoconferencing network utilizing high-speed telecommunications capacity that ultimately will make interactive video networking and high-speed Internet access available in every New Hampshire community. The primary goal is to deliver distance learning, professional development, community-based video conferencing and high-speed access to the Internet across the state. As new members join the consortium, the costs decline for everyone.

- **Interim Solution** - Although DoIT and the Department of Administrative Services (DAS) have begun work on a Request for Proposal (RFP) for a statewide video teleconferencing contract, it will be many months before that agreement is in place for use by State agencies. The UNH alternative serves as an interim solution that will afford the State benefits right away. A recent cost-benefit analysis (attached) indicated that the Agency and DHHS service delivery partners will save \$146,970 per year, or about \$12,250 per month.
- **Immediate cost savings** - In addition to offering a technologically superior solution, use of the UNH Master Agreement negotiated by the Department of Justice, DAS, and UNH, shortens the State's contracting process and enables DHHS to begin using the technology and reducing the cost to deliver healthcare Statewide, as well as provide comfort and convenience to patients requiring expert care from facilities around the State.
- **Best value** - Due to the GSDLN consortium's "share the cost" business mode, built upon UNH's vast and powerful telecommunications infrastructure, this solution offered the lowest price for the service with the potential for additional cost savings to DHHS as other agencies join the consortium.
- **Compatibility of technology** - UNH/GSDLN is the recognized distance education leader in the State and is quickly becoming the video conferencing leader within the health and government domains. Use of the same technologies among communicating entities ensures the highest reliability of service and quality of video signal.

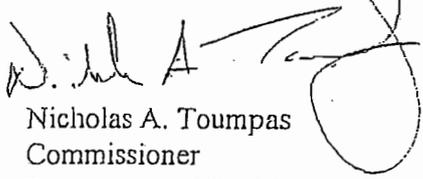
100% Other (Agency Class 027) funds: the agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work is 58% General Funds and 42% Federal Funds.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer
Department of Information Technology



Nicholas A. Toumpas
Commissioner
Department of Health and Human Services

RCB/lm
RID #8700
Contract #2009-098

cc: William Baggeroer
Leslie Mason

CURRENT GRANITE STATE DISTANCE LEARNING NETWORK MEMBERS

UNH Administrative Offices	Durham
Capital Center for Educational Support	Penacook
Community College System of NH Systems Office	Concord
Colebrook High School	Colebrook
Crotched Mountain Rehabilitation Center	Greenfield
UNH Dunlap Center	Lee
North Country Educational Foundation	Gorham
Great Bay Community College	Portsmouth
Great Bay Community College	Stratham
Keene State College	Keene
Lakes Region Community College	Laconia
Lin-Wood Public School	Lincoln
Manchester Community College	Manchester
Merrimack Valley High School	Penacook
Nashua Community College	Nashua
NH Department of Transportation	Concord
NH Police Standards & Training Council	Concord
NH Police Standards & Training Council	Keene
NH Police Standards & Training Council	Portsmouth

NH Technical Institute, Concord	Concord
NH Public Television Classroom	Durham
Plymouth State University	Plymouth
Public Safety Academy	Littleton
River Valley Community College	Claremont
Seacoast Science Center	Rye
Sugar River Professional Development Center	Claremont
UNH Community Education - Sullivan County	Newport
UNH Community Education - Taylor Hall	Durham
UNH Community Education - Grafton County	North Haverhill
UNH Community Education - Merrimack County	Boscawen
UNH Community Education - Rockingham County	Brentwood
White Mountains Community College	Berlin
White Mountains Community College	Littleton
Woodsville High School	Woodsville



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301

603-271-2843 1-800-852-3345 x2843

Fax: 603-271-1516 TDD Access: 1-800-735-2964

www.nh.gov/doi

Richard C. Bailey, Jr.
Chief Information Officer

September 22, 2009

John O'Neal
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Dear Mr. O'Neal,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter a contract (#2009-098) with the University of New Hampshire (UNH) (VC #177867), of Durham, NH. The University of New Hampshire will provide videoconference network services to the Department of Health and Human Services. The contract is further described below and referenced as DoIT #2009-098.

This is a request to contract with UNH, through its Granite State Distance Learning Network (GSDLN), for videoconference network services for a total amount not to exceed \$44,600.00. The contract shall be effective upon Governor and Council approval and extend through June 30, 2011, with the option to renew for two (2) additional two (2) year terms. Services shall be provided to the Department of Health and Human Services, starting with the Bureau of Behavioral Health (BBH) for training, consultations and meetings, and New Hampshire Hospital (NHH) for involuntary admission proceedings and admonition screenings.

A copy of this letter should accompany the Department of Information Technology's submission to Governor and Executive Council for approval.

Sincerely,

Richard C. Bailey, Jr.

RCB/ltn
2009-098
A&E RID #8700

cc: William Baggeroer
Leslie Mason

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Information Technology

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 Information Technology on behalf of the NH 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 6/30/11. 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: DHHS Video Conferencing Services

- 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: NH Dept. of Health & Human Services
 129 Pleasant Street
 Concord, NH 03301
 Phone: 271-8160

Campus Project Administrator

Name: George Fryburg
 Address: NHPTV/NHPB
 268 Mast Road
 Durham, NH 03824
 Phone: 868-4456

- 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: NH Dept. of Health & Human Services
 129 Pleasant Street
 Concord, NH 03301
 Phone: 271-1741

Campus Project Director

Name: Tony Bargardo
 Address: Telecom Center
 50 College Road
 Durham, NH 03824
 Phone: 862-6677

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 Information Technology** have executed this Project Agreement.

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

Name: Kathryn B. Cataneo

Title: Executive Director of Sponsored Research

Signature and Date: Kathryn B. Cataneo 8/17/09

Approved by:

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

Name: Suzan Lehmann

Title: SAB

Signature and Date: Suzan Lehmann 9/22/09

**By An Authorized Official of:
Department of Information Technology**

Name: Richard C. Bailey, Jr.

Title: Chief Information Officer

Signature and Date: [Signature] 9/21/09

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

A. **Project Title:** DHHS Video Conferencing Services

B. **Project Period:** Date of Governor & Executive Council (G&C) Approval through June 30, 2011

C. **Objectives:**

1. To establish a high quality and cost effective video conferencing solution for the Department of Health and Human Services (DHHS) that is reliable, secure, scalable, high performing, and flexible to conduct video conferences internal to DHHS and with external partners and stakeholders.
2. Initial applications include:
 - a. To enable consultation between New Hampshire Hospital (NHH) and other healthcare facilities (such as hospital emergency rooms) to facilitate and review admissions to NHH
 - b. To enable NHH to conduct involuntary admission proceedings without Community Mental Health Center (CMHC) practitioners traveling to NHH
 - c. To enable the Bureau of Behavioral Health (BBH) to conduct more cost effective, long distance training, consultations, and meetings with Dartmouth Medical staff and CMHCs

D. **Scope of Work:**

1. Campus will provide services and products through the UNH Telecommunications Department (UNH Telecom) and its affiliate, the Granite State Distance Learning Network (GSDLN) consortium.
2. Primary Services to be Provided
 - a. Installation – Campus shall establish connectivity of the DHHS Divisions / Locations specified in Table A to the State's video conferencing network. Work steps include:
 - 1) Ordering and provisioning of data circuits by the approved vendor, G 4 Communications.
 - 2) Purchase and installation of network routers.
 - 3) Testing and documentation of circuits and tests.
 - 4) Helping the State video conferencing Sites to connect router to video equipment and video conference testing.
 - b. Connectivity – Campus shall provide video conferencing connectivity between DHHS locations with video conferencing units and other locations (i.e. video conferencing units which are on the Campus video conferencing network or may be connected to the Campus video conferencing network via the Internet).
 - c. Scheduling – Campus shall provide the ability for DHHS locations with video conferencing units to schedule and host unlimited video conferences on demand, 7 x 24 x 365, except during scheduled maintenance or unexpected interruption of service (See f. below).
 - 1) No scheduling restrictions on video conferences up to and including 4 video conferencing units.
 - 2) Video conferences with over 4 video conferencing units shall require advance planning and coordinated scheduling with the Campus. System availability is dependent upon usage by GSDLN members and the video conferencing service must be scheduled in advance to ensure system availability when needed.
 - 3) Campus will enable a dedicated video connection for NHH 7 x 24 x 365.

- d. Participating – Campus shall provide the ability for DHHS locations with video conferencing units to attend video conferences hosted by other video conferencing locations with end units connected to Campus video conferencing network directly or via the Internet, 7 x 24 x 365 except during scheduled maintenance or unexpected interruption of services (see f. below).
- e. Specifications
 - 1) Campus shall provide Video over IP (H.323) as agreed by both parties.
 - 2) Campus shall provide a minimum of four (4) 384KB sessions simultaneously.
 - 3) Campus network shall support industry standard Quality of Service (QOS) mechanisms in order to ensure delivery of real time video application. DHHS will be required to ensure QOS on the internal LAN that the video unit is connected to.
 - 4) Campus shall provide Cisco 860 series routers and shall provide 10/100/1000 UTP handoff.
 - 5) Campus shall seek to provide reliable high availability services of the system, with a minimum of 90% scheduled up time. System is defined as UNH Telecom infrastructure and includes such items as video bridge, LAN and switching gear, if any, and not the telecommunication circuits related to the video conferencing network nor any video end units and Internet connectivity of video conferencing participants. Outside of normal UNH work hours (8 am to 4:30 pm Monday through Friday) outages will be handled on a best-effort basis.
- f. Service Interruption - Service interruptions may be planned (upgrades, maintenance, etc.) or unplanned (power outages, network disruptions, vendor outages, etc.) DHHS will receive 48 hours notice for planned interruptions.

Table A – DHHS Locations to be attached to Campus Video Conferencing Network

1	New Hampshire, Department of Health and Human Services, New Hampshire Hospital (NHH)	36 Clinton Street, Concord, NH
2	State of New Hampshire, Department of Health and Human Services, Bureau of Behavior Health (BBH)	Main Building, 105 Pleasant Street, Concord, NH

3. Additional Services to be Provided:

a. Network Services

- 1) Campus shall provide circuit monitoring, reporting, diagnosis and resolution.
- 2) Campus shall provide web-based scheduling of Videobridge.
- 3) In the event that State purchases equipment from UNH in conjunction with services, the State will have full ownership of any software licenses provided with such equipment.
- 4) Equipment purchased by State from Campus is the property of State. State is responsible for replacing said equipment as needed.

4. Hardware and Software

- a. Campus shall provide circuits and access to the video bridge hardware and software. Campus shall be responsible for ordering and installing circuits, and monitoring circuits. If a problem occurs, Campus shall be responsible for resolving issues with the circuit vendor. 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 circuit vendor). State shall have the right to use the video bridge but shall not own it.

Campus Authorized Official YBC
 Date 8/1/04

l. Within 60 days of G&C approval of this Project Agreement, 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 Attachment I. Routers shall become property of State.

5. Disaster Recovery

a. UNH Telecom has a fully vetted disaster recovery plan that is updated yearly. Campus also has two fully functional nodes located on the UNH 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. Campus does not carry spares of any of the Video Equipment. In the event that the equipment is destroyed in a disaster, Campus will work with Tandberg and other vendors to provide alternate service until the equipment can be replaced. Campus makes no guarantee of recovery time in the event of a disaster.

E. Deliverables Schedule: See Attachment I for Deliverables

F. Budget and Invoicing Instructions: See Attachment I for Price Schedule

All invoices shall be subject to written State Project Administrator 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.

Invoices shall be sent to:
State of New Hampshire
Department of Information Technology
c/o Accounts Payable
49 Donovan Street
Concord, NH 03301

Payments shall be sent to:
University of New Hampshire
Computing & Information Services
Business Service Center
105 Main Street
Thompson Hall Room 303
Durham, NH 03824

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

G. Problem Diagnosis and Resolution:

1. State shall contact UNH-GSDLN 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. Campus provides a Help Desk and Dispatch Center (HDDC) for network issues Monday to Friday at 862-VIEW (8439), 8:00 AM to 4:30 PM, excluding Campus holidays, with extended hours for video conferencing (arranged in advance as needed).

State staff. Problem diagnosis at the video bridge, sneaking, conference sessions, and WAN will be performed by Campus staff.

H. Option to Extend Project Period End Date With Additional State Funds:

Up to two (2) additional Project Agreement extensions of time with additional funds may be executed at the mutual agreement of State and Campus via the Cooperative Project Agreement Amendment process. Each such Amendment shall be for an additional two-year term. The final Project Period End Date shall not extend beyond June 30, 2015. At the time of each extension, fees will also be reviewed for any adjustments.

I. Other Terms and Conditions:

1. Unless otherwise authorized in writing by Campus, State shall not resell access to the services to third parties.
2. 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. Either party may discontinue services provided under this agreement with a 90-day written notice to the Project Administrator of the other party.

J. Design Configuration:

The Design Configuration diagram has been set forth in Attachment III.

**ATTACHMENT I
DHHS Video Conferencing Service
Deliverables and Price Schedule**

Line	Qty	Unit	Deliverable	Unit Price	UNH/GSDLN One-Time Install Fee	UNH/GSDLN Monthly Service Fee	UNH/GSDLN Annual Service Fee
One-Time Charges							
1	2	Ea	Dedicated Ethernet Router (installation, maintenance and support included)	\$2,000	\$4,000		
2	2	Ea	1.5MB Symmetrical SDSL Circuit (installation, maintenance and support included)	\$500	\$1,000		
			Year 1 (SFY 2010) One-Time		\$5,000		
			Year 2 (SFY 2011) One-Time		\$0		
Recurring Charges							
3	2	Ea	Video Conferencing Service (Video Bridge Fee)	\$250/mo		\$500	\$6,000
4	2	Ea	SDSL Circuit	\$450/mo		\$900	\$10,800
5	2	Ea	SDSL Circuit Monitoring Service (Tech Support Fee)	\$125/mo		\$250	\$3,000
			Year 1 (SFY 2010) Recurring				\$19,800
			Year 2 (SFY 2011) Recurring				\$19,800
							Total
Total Charges							
			Year 1 (SFY 2010) Total				\$24,800
			Year 2 (SFY 2011) Total				\$19,800
			Contract Total				\$44,600

Prices are per the Granite State Distance Learning Network (GSDLN) - State of New Hampshire Service Pricing Agreement for 07/01/09 through 06/30/11. (See Attachment II.)

Granite State Distance Learning Network (GSDLN) State of New Hampshire Service Pricing Agreement

Term: Availability of Service through June 30, 2011

Services Offered: Shared statewide video conferencing network services

Objective: Provide video teleconferencing services to increase services to NH citizens, improve emergency response, reduce State travel and personnel costs, and leverage volume service discounts available from GSDLN.

Pricing Table

Description	Number of Qualifying Sites				
	1 to 2	3 to 5	6 to 10	11 to 15	16 or More
Video Bridge Fee per Site / month	\$250	\$230	\$210	\$200	\$190
Tech Support Fee per Site / month	\$125	\$115	\$105	\$100	\$95
Total	\$375	\$345	\$315	\$300	\$285
Circuit Charges	As determined by provider. GSDLN shall assist with pricing support if Agency is interested to get best rate available.				

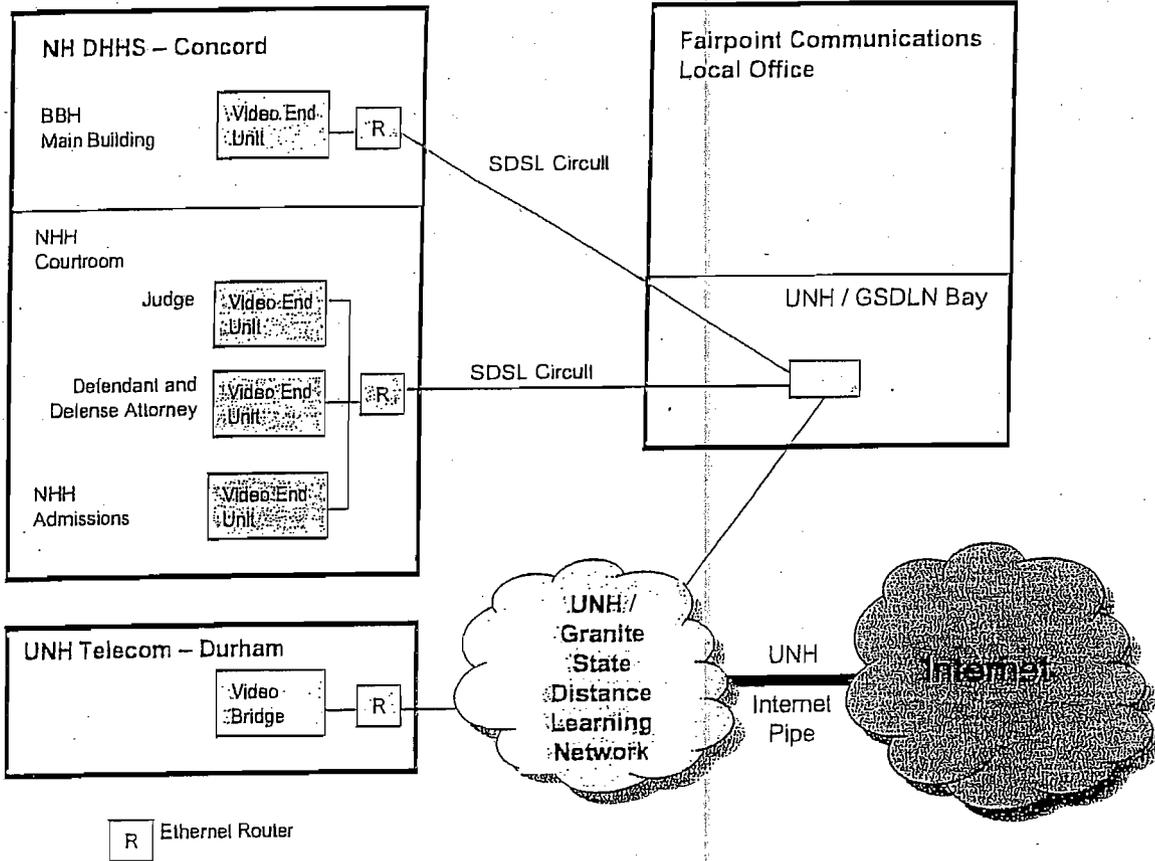
Definitions:

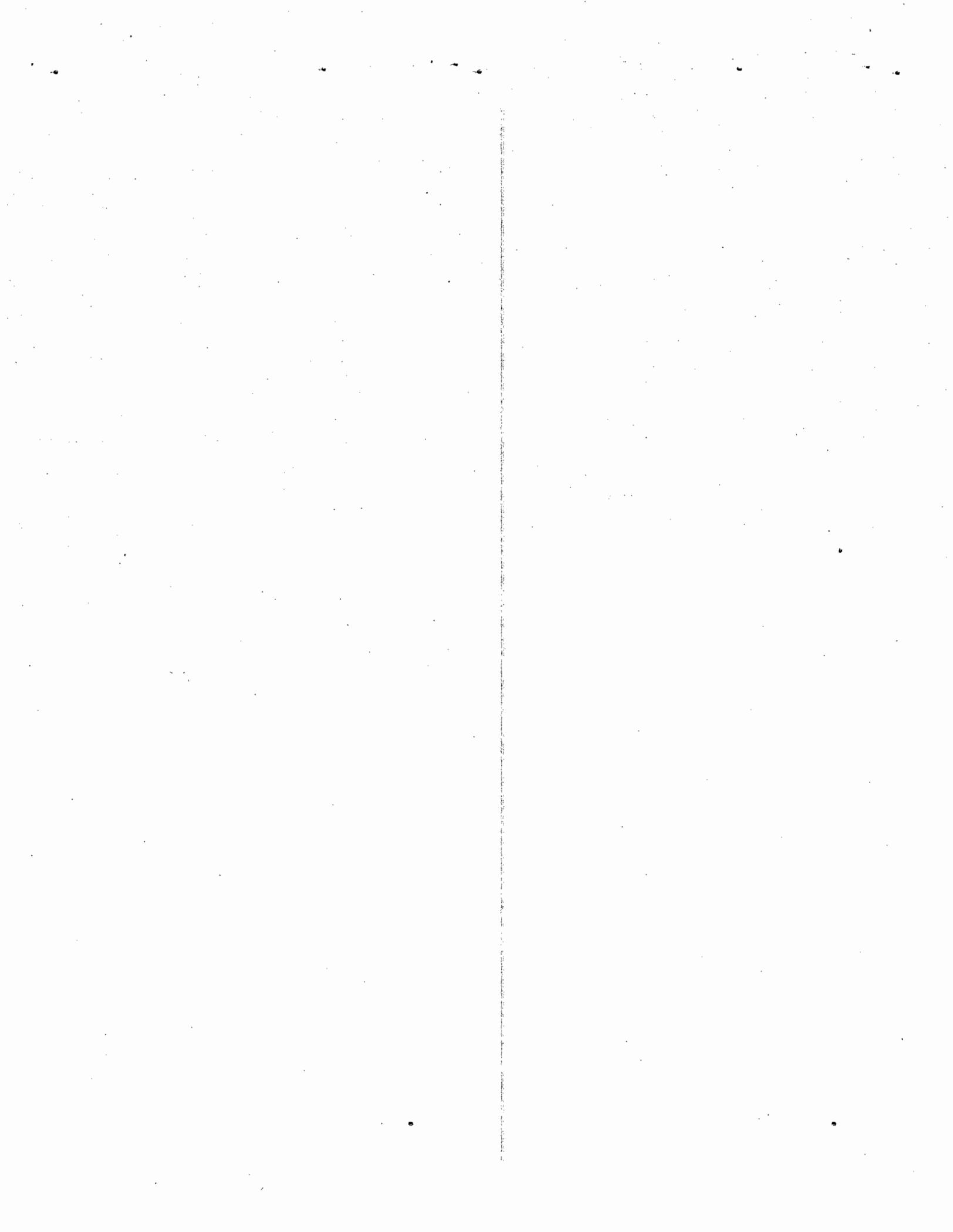
- a. Site – a unique location having a single circuit connecting it to the GSDLN network. A site may attach one or more video end units to the circuit.
- b. Active Video Bridge Site – a Site which is currently under agreement with GSDLN and paying the monthly Video Bridge Fee.
- c. Active Tech Support Site – a Site which is currently under agreement with GSDLN and paying the monthly Tech Support Fee.
- d. Qualifying Site – an Active Site which is under this Pricing Agreement.

- All NH Agencies and Departments are eligible to participate under this Pricing Agreement, except those Agencies and Departments who have an active agreement with GSDLN as of 07/01/09. Those members' sites shall not be included in the Qualifying Sites count. Upon expiration of that active agreement, the Agency/Department may establish a new agreement using this Pricing Agreement.
- The fee for the current month will be calculated based on the Number of Qualifying Sites on the first day of the month. Once calculated the fee shall remain in effect for the entire month, regardless of any change in the number of Qualifying Sites during the month.
- GSDLN may lower the rates in the Pricing Table during the Term, but may not increase them, except as noted below.
- If a Site has multiple video end units, GSDLN reserves the right to review usage, cost and rates, and inform customer of any unusually high usage issues. Customer and GSDLN shall collaboratively seek remedy for unusually high usage, or if mutually agreed to, adjust rates to cover the cost associated with these rates.
- Description of services is included in the associated Cooperative Project Agreement between STATE OF NEW HAMPSHIRE and University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE.

**For further information contact: Granite State Distance Learning Network
Phone: 603-868-4456
Email: George.Fryburg@unh.edu**

**ATTACHMENT III
DHHS Video Conferencing Service
Design Configuration**





63 VL

EXHIBIT A
DHHS Video Conferencing Service
Description of Services

A. Project Title: DHHS Video Conferencing Service

B. Objectives:

1. To establish a high quality and cost effective video conferencing solution for the Department of Health and Human Services (DHHS) that is reliable, secure, scalable, high performing, and flexible to conduct video conferences internal to DHHS and with external partners and stakeholders.
2. Initial applications include:
 - a. To enable consultation between New Hampshire Hospital (NHH) and other healthcare facilities (such as hospital emergency rooms) to facilitate and review admissions to NHH
 - b. To enable NHH to conduct involuntary admission proceedings without Community Mental Health Center (CMHC) practitioners traveling to NHH
 - c. To enable the Bureau of Behavioral Health (BBH) to conduct more cost effective, long distance training, consultations, and meetings with Dartmouth Medical staff and CMHCs

C. Scope of Work:

1. The State of New Hampshire, Department of Information Technology (DoIT) on the behalf of the New Hampshire Department of Health and Human Services (the State) has selected the services of the University System of New Hampshire (Campus) to provide Video Conferencing Services listed below. Campus will provide services and products through the UNH Telecommunications Department (UNH Telecom) and its affiliate, the Granite State Distance Learning Network consortium.
2. Primary Services to be Provided
 - a) **Installation** – The Campus shall establish connectivity of the DHHS Divisions / Locations specified in Table A to the State’s video conferencing network. Work steps include:
 - 1) Ordering and provisioning of data circuits by the approved vendor
 - 2) Purchase and installation of network. Routers
 - 3) Testing and documentation of circuits and tests
 - 4) Helping the State video conferencing Sites to connect router to video equipment and video conference testing
 - b) **Connectivity** – The Campus shall provide video conferencing connectivity between DHHS locations with video conferencing units and other locations (i.e. video

conferencing units which are on the Campus video conferencing network or may be connected to the Campus video conferencing network via the Internet).

- c) **Scheduling** – The Campus shall provide the ability for DHHS locations with video conferencing units to schedule and host unlimited video conferences on demand, 7 x 24 x 365.
- 1) No scheduling restrictions on video conferences up to and including 4 video conferencing units.
 - 2) Video conferences with over 4 video conferencing units shall require advance planning and coordinated scheduling with the Campus.
 - 3) By 3:00 p.m. each and every weeknight (Monday – Thursday), the Campus will enable a dedicated video connection for NHH. This connection shall remain open until either the State is no longer conferencing on the line, or at 9:00 a.m. on the following business day, which ever is later. The connection shall remain open over State Holidays.
 - 4) By 3:00 p.m. each and every Friday, the Campus shall enable a dedicated video connection for NHH. This connection shall remain open until either the State is no longer conferencing on the line, or at 9:00 a.m. on Monday, which ever is later. For State Holidays which occur on a Monday, the conferencing line shall be disabled either the State is no longer conferencing on the line, or at 9:00 a.m. on Tuesday, which ever is later.
- d) **Participating** – The Campus shall provide the ability for DHHS locations with video conferencing units to attend video conferences hosted by other video conferencing locations with end units connected to the Campus video conferencing network directly or via the Internet, 7 x 24 x 365.
- e) **Specifications**
- 1) The Campus shall provide Video over IP (H.323) as agreed by both parties.
 - 2) The Campus shall provide a minimum of four (4) 384KB sessions simultaneously.
 - 3) The Campus network shall support industry standard Quality of Service (QOS) mechanisms in order to ensure delivery of real time video application. DHHS will be required to ensure QOS on the internal LAN that the video unit is connected to.
 - 4) The Campus shall provide Cisco 860 series routers and shall provide 10/100/1000 UTP handoff.
 - 5) The Campus shall seek to provide system reliability at 99.9%. The Campus shall make best efforts attempt to achieve this level of reliability. *System* is defined as UNH Telecom infrastructure and includes such items as video bridge, LAN and switching gear, if any, and not the telecommunication circuits related to the video conferencing network nor any video end units and Internet connectivity of video conferencing participants.

Note: Reliability does not mean availability. System availability is dependent upon usage by GSDLN members and the video conferencing service must be scheduled in advance to ensure system availability when needed.

Table A – DHHS Locations to be attached to Campus Video Conferencing Network

1	New Hampshire, Department of Health and Human Services, New Hampshire Hospital (NHH)	36 Clinton Street, Concord, NH
2	State of New Hampshire, Department of Health and Human Services, Bureau of Behavior Health (BBH)	Main Building, 105 Pleasant Street, Concord, NH

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 Videobridge.
- 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 LICENSOR 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-GSDLN 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) See also, Section F – Reporting Problems

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. Deliverables Schedule

Deliverables are set forth in Exhibit C.

E. Pricing and Invoicing Instructions

Pricing is set forth in Exhibit C. Invoicing instructions are set forth in Exhibit D.

F. Reporting Problems

1. 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 hours 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.

2. 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.

G. Term

This Cooperative Agreement will be effective upon Governor and Executive Council (G&C) approval through June 30, 2011. Two (2) additional cooperative agreement extensions may be executed at the mutual agreement of the State and the Campus. Each Cooperative Agreement extension shall be for an additional two-year term. The final contract expiration date shall not extend beyond June 30, 2015.

H. Other 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.

I. Design Configuration

The Design Configuration diagram has been set forth in Exhibit E.

EXHIBIT B
DHHS Video Conferencing Service
Federal Requirements

This Cooperative Agreement standard exhibit is not applicable to this Agreement.

EXHIBIT C
DHHS Video Conferencing Service
Deliverables and Price Schedule

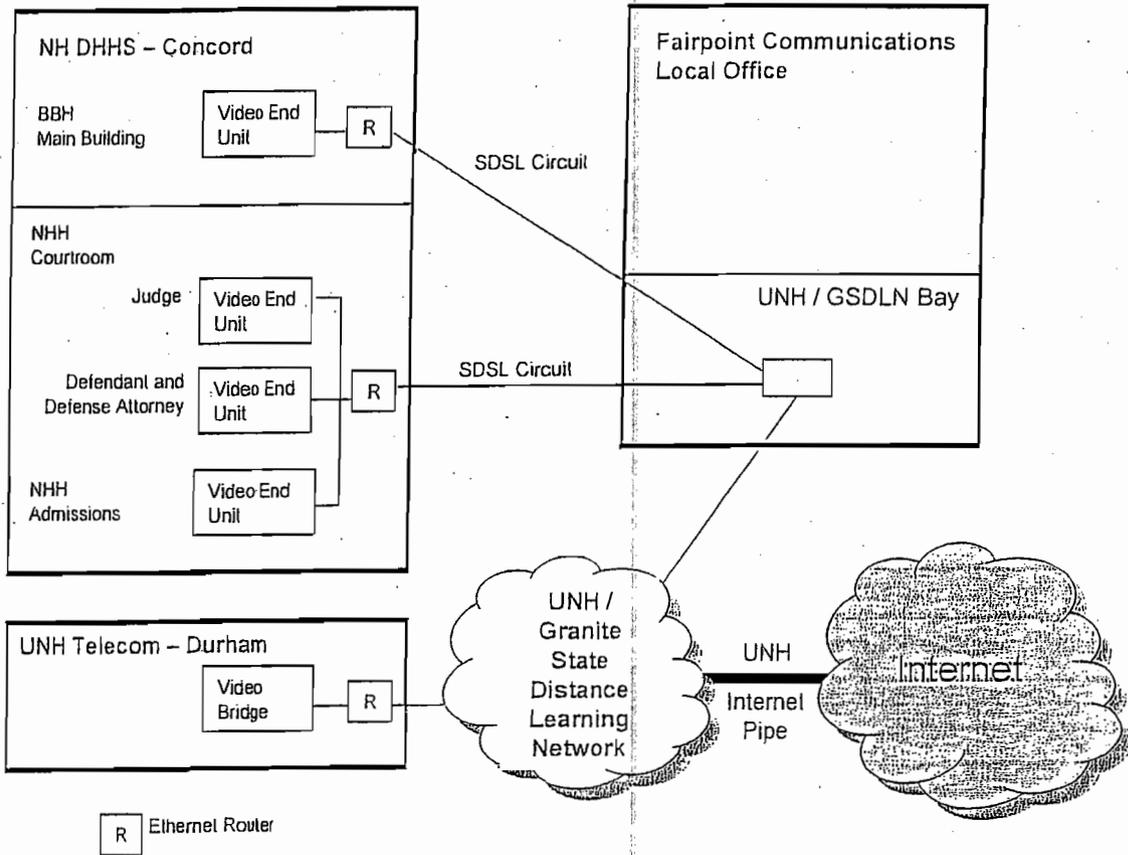
Line	Qty	Unit	Deliverable	Unit Price	UNH/ GSDLN One- Time Install Fee	UNH/ GSDLN Monthly Service Fee	UNH/ GSDLN Annual Service Fee
One-Time Charges							
1	2	Ea	Dedicated Ethernet Router (installation, maintenance and support included)	\$2,000	\$4,000		
2	2	Ea	1.5MB Symmetrical SDSL Circuit (installation, maintenance and support included)	\$500	\$1,000		
			Year 1 (SFY 2010) One-Time		\$5,000		
			Year 2 (SFY 2011) One-Time		\$0		
Recurring Charges							
3	2	Ea	Video Conferencing Service (Video Bridge Fee)	\$250/mo		\$500	\$6,000
4	2	Ea	SDSL Circuit	\$450/mo		\$900	\$10,800
5	2	Ea	SDSL Circuit Monitoring Service (Tech Support Fee)	\$125/mo		\$250	\$3,000
			Year 1 (SFY 2010) Recurring				\$19,800
			Year 2 (SFY 2011) Recurring				\$19,800
Total							
Total Charges							
			Year 1 (SFY 2010) Total				\$24,800
			Year 2 (SFY 2011) Total				\$19,800
			Contract Total				\$44,600

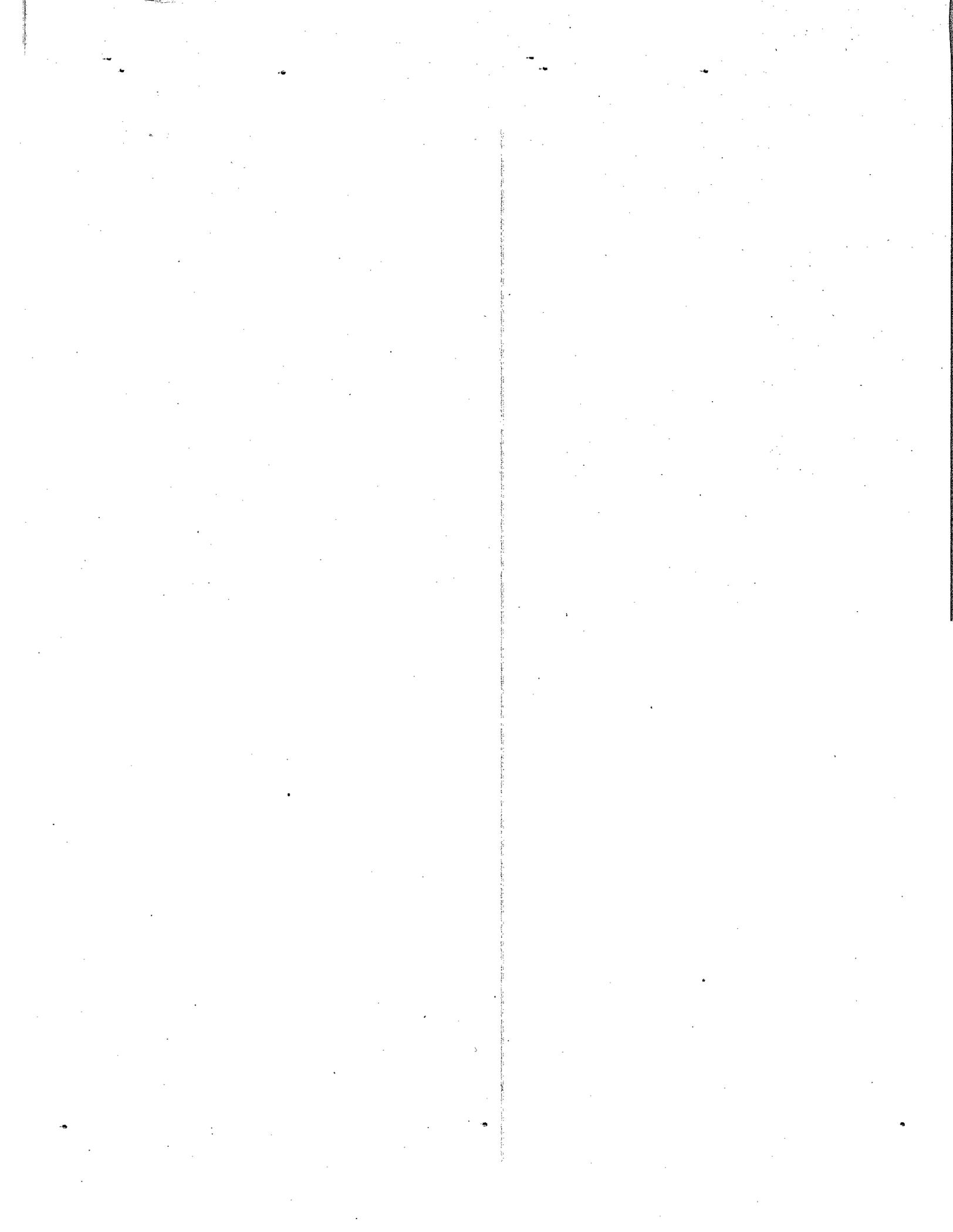
Prices are per the Granite State Distance Learning Network (GSDLN) - State of New Hampshire Service Pricing Agreement for 07/01/09 through 06/30/11.

EXHIBIT D
DHHS Video Conferencing Service
Invoicing Instructions

- 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 Information Technology
c/o Accounts Payable
49 Donovan Street
Concord, NH 03301
- C. Payments shall be sent to:
University of New Hampshire
Computing & Information Services
Business Service Center
105 Main Street, Rm. 303 Thompson Hall
Durham, NH 03824.
- D. Questions about invoices shall be directed to Computing and Information Services, 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.

EXHIBIT E
DHHS Video Conferencing Service
Design Configuration







Handwritten mark

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
State House Annex - Room 120
25 Capitol Street
Concord, New Hampshire 03301

CST 09 2002
TABLED
3-4

DONALD S. HILL
Commissioner
(603) 271-3201

September 27, 2002

Her Excellency, Governor Jeanne Shaheen
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

NOV 13 2002
Removed from table 3-4
3-2 approved

REQUESTED ACTION

Authorize the State and the University System to utilize a modified, streamlined contract and grant award process and approve the attached Master Agreement and Cooperative Project Agreement form for use in such contracts and grants. This process will be effective with the date of Governor and Council approval.

EXPLANATION

On April 12, 2000, University of New Hampshire President Joan Leitzel, Vice President for Research and Public Service Donald Sundberg, and Executive Director of Sponsored Research Kathryn Cataneo met with the Governor and Executive Council to discuss the mutual benefits of State-University partnerships and mechanisms to support those partnerships. One such mechanism involves streamlining the grant and contract award process between these two State entities. The Governor and Council gave their support to this concept, asking that the Department of Administrative Services work with the Attorney General's Office and the University. Representatives of these entities met and agreed to the attached proposed Master Agreement and model Cooperative Project Agreement format presented here for approval and use in place of the various mechanisms currently used.

Adoption of this Master Agreement and use of this contracting process is expected to result in greater efficiencies for all parties. There will be a unique, easily identifiable, short format for all projects with USNH campuses. This consistency should benefit all, including the Governor and Executive Council in their review of proposed USNH-state agency projects. Time spent on individual agreements will be reduced significantly. Supporting documents currently required for each contract, such as the Certificate of Existence and proof of 501(c)(3) status, will be kept on file, saving paper, time and expense for all.

Respectfully submitted,

Donald S. Hill

Donald S. Hill, Commissioner
Department of Administrative Services

DSH/cw

Attachments

APPROVED 11/13/02

MASTER AGREEMENT
for
COOPERATIVE PROJECTS -
between the STATE OF NEW HAMPSHIRE and the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

WHEREAS, the State of New Hampshire provides a broad range of services aimed at improving the lives of New Hampshire's people, and

WHEREAS, the University System of New Hampshire, acting through its respective campuses, provides teaching, research, and public service for the people of New Hampshire, and

WHEREAS, both parties agree that the public is best served when the resources and expertise of its public entities are shared to address topics of common interest,

THEREFORE, the State of New Hampshire, (hereinafter "State"), and the University System of New Hampshire, (hereinafter "University System"), this _____ day of _____, 20____, enter into an agreement for the purpose of jointly planning and carrying out projects in a cooperative manner (hereinafter "Cooperative Project") under the terms and conditions specified below. These terms and conditions shall apply to projects funded at the University System by the State and shall remain in force and effect until amended or terminated.

1. COOPERATIVE PROJECT AGREEMENT

A. Cooperative Project Agreement, (hereinafter "Project Agreement"), shall be executed for each Cooperative Project. Project Agreements will implement the contractual relationship between the State and the University System and will incorporate the governing terms and conditions of this MASTER AGREEMENT. Each Project Agreement shall include:

- A. Name of the department, agency or unit of the State, and the name of the University System campus participating in the project.
- B. The effective starting date and expiration date for the Project Agreement, as well as a project period during which costs incurred by the University System will be considered allowable under the Project Agreement.
- C. Description of project activities to be undertaken during the period of the agreement; to include (a) project title, (b) objectives, (c) scope of work, (d) schedule of reports or other deliverables, and (e) budget and invoicing instructions. If additional work, beyond that specified in the present agreement, is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included.
- D. Designation of Project Administrators.
- E. Designation of Project Directors.
- F. Funding and other project contributions to be provided by the State, by the University System, and by any third party during the period of the agreement. Also, for Federally-funded projects, the State will identify, by Contract number or Grant and CFDA numbers, the Federal award which provides the funding.

- G. When appropriate for a particular Project Agreement, specific and mutually agreeable modifications to the terms of this Master Agreement.
- H. When the State wishes to exercise its reversionary interest in equipment purchased under a Project Agreement, instructions for the disposition of equipment at the end of the Project Agreement.
- I. The signature of an authorized campus official on behalf of the University System, the signature of an authorized official(s) on behalf of the State and, when required, approval by Governor and Executive Council before the Project Agreement becomes a valid, enforceable document.

2. PROJECT ADMINISTRATORS

The State and the University System shall each designate a Project Administrator for each Project Agreement. The Project Administrators shall be responsible for the business aspects of projects and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

3. PROJECT DIRECTORS

The State and the University System shall each designate a Project Director for each Project Agreement. The 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.

Joint project proposals to third parties may identify individuals from either the State or the University System, or both, as "key personnel."

4. INDEPENDENT CAPACITY

The parties agree that employees of the State, in the performance of their duties and activities under a Project Agreement, shall continue to be in the legal status of State employees and not as employees of the University System; likewise, employees of the University System, in the performance of their duties and activities under a Project Agreement shall continue in the legal status of University System employees and not as employees of the State.

5. CHANGES

The scope of work, total cost, period of performance, specification of deliverables, or any other part of a Project Agreement may be amended at any time by written agreement of both parties, subject to required University System and State approvals and, when required, Governor and Executive Council approval.

6. NON-APPROPRIATION OF FUNDS

All obligations of the State under a Project Agreement are contingent upon the availability and continued appropriation of funds, and the State shall not be liable for payment in excess of available appropriated funds. In the event of a reduction or termination of the funds appropriated for a Project Agreement, the State shall have the right to withhold payment pending the reinstatement of the appropriated funds or to terminate a Project Agreement, in accordance with Article 14.

7. PROJECT COSTS

University System shall ensure that costs charged to Project Agreements are allowable, allocable, and reasonable in accordance with Federal cost principles, OMB Circular A-21, "Cost Principles for Educational Institutions." University System's employee benefits and facilities & administrative costs shall be charged at no more than the negotiated federal rates in effect at the time the Project Agreement is executed.

If necessary to accomplish the objectives of a Project Agreement, University System may reallocate up to 10% of the cumulative cost of a Project Agreement between major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs) in order to meet unanticipated needs. University System may not reallocate funds between cost categories for any reason that is inconsistent with the original intent of the State's appropriation of funds. Budget reallocations in excess of 10% of the cumulative cost of a Project Agreement shall require State approval.

8. COST SHARING

Project Agreements that include cost sharing by the parties shall clearly state the required cost-share as a percentage of total cost rather than as an absolute dollar amount. Each party shall be solely responsible for providing the resources they have committed to provide in securing funding and neither shall be expected to contribute toward the commitments of the other.

9. INVOICES AND PAYMENTS

Payments shall be made by the State within 30 days after approving a proper invoice submitted by the University System for actual costs incurred to date. Invoices shall show current and cumulative expenses incurred, by major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs). Invoices shall be submitted on the dates and to addresses identified in the Project Agreement. Other payment terms may be negotiated as necessary in an individual Project Agreement.

10. FISCAL RECORDS AND AUDIT

The University System shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses incurred under a Project Agreement and shall make such records available at its offices during regular working hours for inspection by authorized representatives of the State during the period of the Project Agreement and for three years thereafter. These records shall describe the nature of each expense, establish the relatedness of each expense to the Project Agreement and reflect total project costs including documentation of State and University System contributions and all third party contributions to the project.

11. SUBCONTRACTS

Unless provided for in the Project Agreement, neither party shall enter into any subcontract with a third party to perform all or part of the approved scope of work without the written approval of the other party. If approval is granted, the party who subcontracts work hereunder shall be fully responsible for performance of subcontractors.

12. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of its right, title or interest in any Project Agreement, or any part thereof, without the written consent of the other party.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any Project Agreement, the State and the University System agree to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The State and the University System will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. TERMINATION

Either party may terminate a Project Agreement at any time upon 90 days written notice to the other party. In the event of a reduction or termination of funds appropriated for a Project Agreement, the State shall have the right to terminate the Project Agreement immediately upon providing the University System notice of such termination. Expenses incurred prior to the date of termination will be borne proportionally by each of the parties according to the Project Agreement budget.

15. LIABILITY

Neither party shall be responsible for the negligent acts of omission or commission of the officers, employees, agents, or subcontractors of the other party. Neither the terms of this Master Agreement nor those of any Project Agreement shall be deemed a waiver of sovereign immunity by either party.

16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

The parties agree to comply with all governmental ordinances, laws and regulations as applicable to their respective organizations.

When a Project Agreement includes Federal funds, all applicable requirements, regulations, provisions, terms and conditions attending those funds shall be incorporated into the Project Agreement and adopted in full force and effect to the relationship between the State and the University System, except that wherever such requirements, regulations, provisions and terms and conditions differ for Institutions of Higher Education, the appropriate requirements will 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 requirements, regulations, provisions, terms and conditions will be taken to mean the University System and references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or the State or both, as appropriate.

In the event of any inconsistency between the terms of this MASTER AGREEMENT, a Project Agreement and those Federal regulations incorporated herein, the Federal regulations will prevail before the others, and the Project Agreement will prevail over the provisions of this MASTER AGREEMENT.

17. EQUIPMENT

Equipment is defined to include all tangible property having a useful life of more than one year and a unit cost of \$3,000 or more. Title to all equipment supplied by the State under the terms of a Project Agreement shall remain with the State. Title to all equipment supplied by the University System under the terms of a Project Agreement shall remain with the University System. Except as provided for within the terms of individual Project Agreements, title to all equipment purchased by the University System under a Project Agreement shall vest immediately with the University System. The University System shall maintain a list of all purchased equipment, and priority for use of such equipment throughout its useful life shall be to further the joint cooperative ventures of the parties.

18. INTELLECTUAL PROPERTY

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, who shall have the sole right to determine the disposition of copyrights or other rights resulting therefrom, consistent with the pertinent campus policy, provided, however, that the University System shall grant to the State a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data for its own non-commercial purposes. This paragraph shall not apply to any data obtained from the State regarding recipients of Medicaid or other public assistance or any compilation or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws.

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to any invention or discovery made or conceived by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, consistent with the pertinent campus policy. The University System campus shall have the sole right to determine the disposition of any patents or other rights resulting therefrom, provided however that upon issue of any patent on any such invention or discovery, the State shall have the right of first refusal to an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated. The State shall have the right to a non-exclusive, perpetual, royalty free license to make and use the invention for its own non-commercial purposes, but shall not have the right to sublicense any invention or discovery made or conceived in the performance of a Project Agreement.

Any license issued to the State hereunder will be effective only after the parties sign a subsequent license agreement.

19. PUBLICATION, CONFIDENTIALITY, AND MAINTENANCE OF DATA; ACCESS

Results of work conducted under a Project Agreement may be published, or otherwise publicly disclosed, jointly by parties, or by either party separately, always giving due credit to the other party and recognizing within proper limits the rights of individuals doing the work. Manuscripts prepared for publication by either party shall be submitted to the other party for review and comment prior to publication. In the event of disagreement as to the manner of publication or the interpretation of results, the party publishing the information will give due credit to the other party, but will assume full responsibility for any statements on which there is a difference of opinion. Any disclosures of data obtained from the state regarding recipients of Medicaid or other public assistance or any compilation

or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws, shall be approved by the State Project Director according to procedures described in the applicable Project Agreement. Such approval for disclosure shall not be unreasonably withheld.

The State acknowledges that Federal Regulations [e.g., 45 CFR 46] require the University System to maintain and protect the privacy of all human research subjects and the confidentiality of all personally identifiable information or information that constructively identifies human research subjects. Human research subjects have the right to be protected against invasion of their privacy, to expect that their personal dignity will be maintained, and that the confidentiality of their private information will be preserved. Hence, except as required by law or permitted, in writing, by the subjects themselves, information through which subjects may be identified including, but not limited to, their names, student identification numbers, hospital identification numbers, social security numbers, driver license numbers, home addresses, photographs, and videotapes will be maintained in strict confidence by the University System.

The parties agree to maintain all data produced in the performance of a Project Agreement for a period of three years after the expiration date and, except as otherwise governed by applicable State or Federal regulations, shall make such data available at their offices during normal working hours for inspection by any authorized representative of the other party. If requested, a copy of these data shall be furnished to the other party, except as otherwise governed by applicable State or Federal regulations.

20. CERTIFICATIONS AND DOCUMENTS

The University System will file with the Department of Administrative Services the following certifications and documents for each University System campus, on forms acceptable to the New Hampshire Office of the Attorney General. These certifications and documents will suffice for all purposes, such that no additional certifications or documents will be necessary. Unless otherwise indicated below, the certifications and documents will be filed once and updated only as necessary.

A. STATUS

- The U.S. Internal Revenue Service designations of the University System campus entities as 501(c)(3) organizations
- The Certificates of Existence of University System campus entities as so designated by the New Hampshire Secretary of State.

B. SIGNATURE AUTHORITY

- The University System's delegations of authority identifying those individuals authorized to sign Project Agreements on behalf of the University System.

C. INSURANCE

- Certificates of insurance, updated annually, which demonstrate the following coverages: commercial general liability, educators' legal liability, and workers' compensation and employers' liability.

D. FINANCIAL AND AUDIT DOCUMENTS

- University System of New Hampshire Annual Financial Report
- College and Universities Federal Rate Agreements for all University System entities for purposes of declaring financial & administrative cost rates and fringe benefits rates

- University System Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS - FILED ANNUALLY

- Drug-Free Workplace
- Lobbying
- Debarment, Suspension, and Other Responsibility Matters
- Americans with Disabilities Act
- Equal Employment Opportunity.

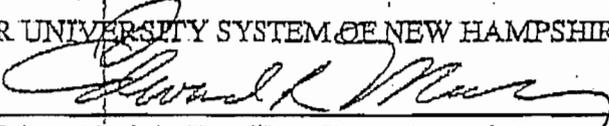
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

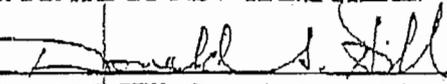
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing by authorized representatives of these same parties.

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By 
Edward R. MacKay, Vice Chancellor and Treasurer

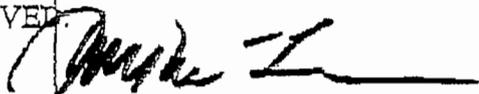
9/16/02
Date

FOR STATE OF NEW HAMPSHIRE:

By 
Donald S. Hill, Commissioner, Administrative Services

9/27/02
Date

APPROVED:

By 
For New Hampshire Office of the Attorney General

9-18-02
Date

APPROVED:

By 
For New Hampshire Governor and Executive Council

10/2/02
Date

STATE OF NEW HAMPSHIRE and
[Name of the University System campus participating in the project]
of the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

COOPERATIVE PROJECT AGREEMENT

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by ~~the State of New Hampshire, [Name of the department, agency or unit of the State],~~ (hereinafter "State"), and the University System of New Hampshire, acting through [Name of the University System campus participating in the project], (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 _____, 20__, 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 [insert date]. 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.

[insert project title]

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.

FOR STATE

FOR CAMPUS

[Name, Address, etc.]

[Name, Address, etc.]

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.

FOR STATE

FOR CAMPUS

[Name, Address, etc.]

[Name, Address, etc.]

allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

[optional - use when Campus will contribute to the cost of the project] Campus will cost-share _____% of total costs during the term of this Project Agreement.

[optional - use when Federal funds are being used to pay Campus] Federal funds paid to Campus under this Project Agreement are from [Grant/Contract/Cooperative Agreement No. _____] from [Name of Federal Agency] 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 _____, 20__ , are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. [optional] By mutual agreement of the parties, Article(s) [list applicable Articles] of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated _____, 20__ are hereby amended to read:

[Insert text of revisions here]

H. [optional] 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 [Name of the campus of the University System participating in the project] and the State of New Hampshire, [Name of the department, agency or unit of the State] have executed this Project Agreement.

By An Authorized Official of:

[Name of the campus of the University System participating in the project]

Name: _____

Title: _____

Signature and Date: _____

By An Authorized Official of:

[Name of the department, agency or unit of the State]

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A
(Proposal)

[Description of project activities to be undertaken during the period of the agreement, to include: (a) project title, (b) objectives, (c) scope of work, (d) schedule of reports or other deliverables, and (e) budget and invoicing instructions. If additional work beyond that specified in the present agreement is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included also.]

- A. Project Title:
- B. Objectives
- C. Scope of Work (Include description of specific tasks if appropriate.)
- D. Deliverables Schedule (Identify required reports, due dates and receiving party.)
- E. Budget and invoicing instructions (Include an approved project budget, reallocation restrictions [if any], a mutually agreeable payment schedule, and invoicing instructions.)

EXHIBIT B

[All applicable requirements, regulations, provisions, terms and conditions of the Federal (Contract/Grant/Cooperative Agreement) should be included in this Exhibit and be 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.]