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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES**

**Nicholas A. Toumpas**  
Commissioner

**Nancy L. Rollins**  
Associate  
Commissioner

**BUREAU OF DRUG AND ALCOHOL SERVICES**

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

July 2, 2013

*507 Federal  
507 General*

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Geovision, Inc. (Vendor #203525B001), 203 Arlington Street, Suite #2, Watertown, MA 02472, to provide hosting, maintenance, enhancement and support to the alcohol, tobacco and other drug prevention, intervention and treatment public awareness and best practice web site, to be effective July 24, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015, in an amount not to exceed \$54,200.

Funds are anticipated to be available in SFY 2014 and SFY 2015 depending upon the availability and continued appropriation of funds in future operating budgets.

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

Class/Object	Class Title	Fiscal Year	Job Number	Total Amount
102-500734	Contracts for Prog Svc	SFY 2014	49156502	\$13,550
102-500734	Contracts for Prog Svc	SFY 2015	49156502	\$13,550
			Sub-Total	\$27,100

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR'S COMMISSION FUNDS

Class/Object	Class Title	Fiscal Year	Job Number	Total Amount
102-500731	Contracts for Prog Svc	SFY 2014	49158502	\$13,550
102-500731	Contracts for Prog Svc	SFY 2015	49158502	\$13,550
			Sub-Total	\$27,100
			Total	\$54,200



## EXPLANATION

Funds in this agreement will be used to meet the following requirements: host, maintain, enhance and support a stand-alone Web Site that has two primary portals, one provides best practice and other technical information for Bureau of Drug and Alcohol Services contracted providers, and the other portal provides information about alcohol, drugs and related services to the general public and policy makers.

The misuse of alcohol and other drugs in New Hampshire is a problem of significant magnitude. In spite of NH's ranking as one of the healthiest states in the nation, substance abuse rates in New Hampshire are higher than in many other areas of the country. In a national survey, New Hampshire ranked first highest in past month alcohol use of persons age 12 to 20, second highest in past month marijuana use of persons age 12 to 17 and fourth highest in past month "binge drinking" and alcohol and drug dependence for persons age 12 to 17.<sup>1</sup> Binge drinking is defined as consuming five or more alcoholic drinks within a few hours. The economic cost of excessive alcohol consumption in New Hampshire is estimated at 1.15 billion/year.<sup>2</sup>

In 2009, the Public Awareness and Education Task Force in coordination with the Prevention Task Force of the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment, began discussion on the development of a media plan to enhance education and awareness around alcohol, tobacco and other drug issues. Through dialogue with other State and community stakeholders, it was determined that the media plan should address public education and awareness activities. As a result, this website (drugfreeNH.org) was developed in 2010 to function as a comprehensive educational and resource website for professionals and the public with links to other New Hampshire and National alcohol, tobacco and other drug sites of interest or importance.

The web site has proven to be an important vehicle for the dissemination of timely and critical information not only to the providers, but also to the public. As alcohol and other drug concerns arise we are able to develop necessary educational information with resources and post it on the site so that it is immediately available. The site has also provided tools, on-line trainings, forms, an up-to-date calendar, community and social media participation. As the web site has been recognized and shared we have seen a substantial increase of usage on both portals.

Should Governor and Executive Council not authorize this Request, the alcohol, tobacco and other drug web site (www.drugfreeNH.org) with two portals, one for professionals and one for the general public, would cease to exist. This would affect years of work in developing, launching and promoting this user-friendly web site, and remove a critical component to the communication and information infrastructure of alcohol, tobacco and other drug services in the State.

Geovision, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on the NH Department Health and Human Services and the NH Department of Information Technology web sites on December 21, 2012 through February 7, 2013. In addition, a bidder's conference was held on January 8, 2013 with ten (10) attendees. A total of one (1) proposal was received as a result of the RFP. The Technical and Cost Proposal was reviewed by committee of four professionals, selecting one for funding based on review criteria as stated in the RFP. Specific areas of committee expertise include: substance abuse prevention, treatment, intervention and recovery services, budgeting and finance, graphic design and marketing, web site technology and development. Two members of the review committee work in the substance abuse service field; one

<sup>1</sup> Source: National Survey on Drug Use and Health (NSDUH), 2011

<sup>2</sup> Source: The High Cost of Excessive Alcohol Consumption in New Hampshire Executive Summary, Polecon Research, 2012



has been a substance abuse professional with media and marketing expertise for 20 years and the other is a business administrator. One member has been working in community relations and marketing field for the last 10 years and the other member is an expert in web site development and technology. Geovision, Inc. received a high score. The RFP Scoring Summary is attached.

This request covers services for the period July 24, 2013 to June 30, 2015, with an option to renew for two additional years, pending availability of funding, the agreement of the parties and approval of Governor and Council.

The following performance measures will be used to measure the effectiveness of this agreement and to ensure adequate staffing to carry out the Scope of Services:

- 1) Geovision shall host, maintain, enhance and support the State-approved Web Site ([www.drugfreeNH.org](http://www.drugfreeNH.org)) with two (2) portals to educate the citizens of New Hampshire on alcohol, tobacco and other drug topics by providing accurate and timely information and resources, including linkage to alcohol, tobacco and other drug related sites and events.
- 2) Geovision shall provide hosting maintenance and support of the Web Site, which shall meet and perform in accordance with the Technical Specifications in contract.
- 3) Geovision shall organize and edit Web Site content provided by Bureau of Drug and Alcohol Services, the NH Center for Excellence and Geovision for message appropriateness for the audience and readability on the Web Site.
- 4) Geovision shall provide Bureau of Drug and Alcohol Services with web activity reports, including tracking information related to site visitors and tracking of the site location on search engines.
- 5) Geovision shall maintain the site in a way that makes it effective and attracts usage from all age groups and across demographics.
- 6) Geovision shall maintain the web site for maximum navigability, including tools that help users identify alcohol, tobacco and other drug prevention, intervention, treatment and other related awareness and educational resources at the federal, State and local levels.

Area served: Statewide

Source of Funds: 50% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, and 50% General Funds.



Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
July 2, 2013  
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In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/ljp



0 Bureau of Alcohol and Other Drug Services  
 0 A TOD Web Site Hosting, Maintenance, Enhancement and Support DHHS 2013-101

RFP Score Summary

RF/RFP CRITERIA	0	Geovston, Watertown, MA	Bidder Name, Town, ST						
Vendor Project Management	30	27.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor Technical Service	30	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor Company and Staffing Qualifications	10	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	30	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	100	95.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

<b>BUDGET REQUEST</b>									
Year 01		27,100.00							
Year 02		27,100.00							
Year 03		-							
<b>TOTAL BUDGET REQUEST</b>		<b>54,200.00</b>							
<b>BUDGET AWARDED</b>									
Year 01		-							
Year 02		-							
Year 03		-							
<b>TOTAL BUDGET AWARDED</b>		<b>-</b>							

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Jennifer Cusato	Director	Partnership for a Drug-Free NH	Specific areas of committee expertise include: substance abuse prevention, treatment, intervention and recovery services, budgeting and finance, graphic design and marketing, web site technology and development.
2	Linda Colby	Business Administrator	DHHS/DCBS/BDAS	
3	Alan Volpe	Web Content Manager	DoIT	
4	Nancy Jackson-Reno	Communications Specialist/HPA	DHHS/DCBS/BDAS	





**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/doi

**Peter C. Hastings**  
*Commissioner*

July 9, 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 agency's request to enter into a contract with Geovision Inc. dba Geovision Communications, ("Geovision"), having its principal place of business at 75 North Beacon Street, Watertown, MA 02472, (Vendor #203525), as described below and referenced as DoIT No. 2013-101.

This is a request to enter into a contract to hire Geovision Inc. to utilize their technical and creative skills to host, maintain and support the alcohol, tobacco and other drug (ATOD) prevention, intervention and treatment public awareness and best practices web site, drugfreeNH.org, in collaboration with the Bureau of Drug and Alcohol Services (BDAS) within the Division of Community Based Care Services at the NH Department of Health and Human Services and the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment. The contract will become effective upon Governor and Council approval, through June 30, 2015. The amount of the contract is not to exceed \$54,200.

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

Sincerely,

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

Peter C. Hastings  
Commissioner

PCH/ltn  
Contract #2013-101

cc: Nancy Jackson-Reno, DHHS  
Leslie Mason, DoIT



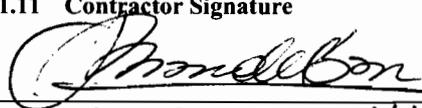
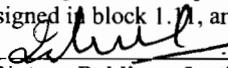
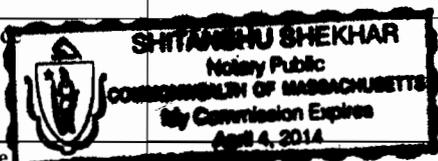
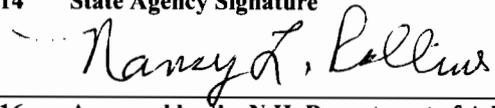
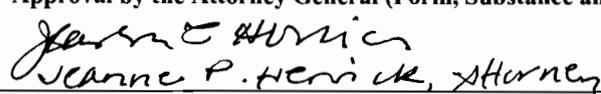
Subject: \_\_\_\_\_

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services, Division of Community Based Services, Bureau of Drug and Alcohol		<b>1.2 State Agency Address</b> 105 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Geovision Inc., dba Geovision Communications		<b>1.4 Contractor Address</b> 203 Arlington Street, Suite #2, Watertown, MA 02472	
<b>1.5 Contractor Phone Number</b> 617-926-5454	<b>1.6 Account Number</b> \$27,100 from 010-049-2988-102-500731 \$27,100 from 010-049-2989-102-500731	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$54,200
<b>1.9 Contracting Officer for State Agency</b> Associate Director Nancy Rollins		<b>1.10 State Agency Telephone Number</b> 603-271-6100	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Juan Mandelbaum, President	
<b>1.13 Acknowledgement:</b> State of <u>MA</u> , County of <u>Middlesex</u> On <u>26 June 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. 			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Nancy L. Rollins, Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>15 Jul. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

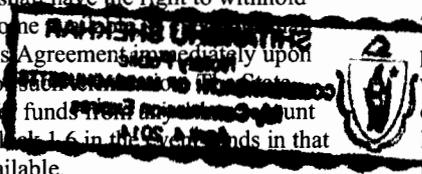
**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available. The State shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The Contractor shall not be required to transfer funds from any account to the Account identified in block 1.6 in this Agreement if funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:                       
Date: 6/25/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

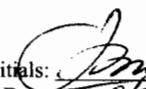
**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials:   
Date: 6/25/13

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES  
ALCOHOL, TOBACCO, AND OTHER DRUG  
HOSTING, MAINTENANCE, ENHANCEMENT, AND SUPPORT  
CONTRACT 2013-101  
STATEMENT OF WORK**

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**TERMS AND DEFINITIONS**

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agency</b>	Department of Health and Human Services
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>ATOD</b>	Alcohol, Tobacco and Other Drug
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Best Practices</b>	Methods and techniques that have consistently shown results superior than those achieved with other means, and which are used as benchmarks to strive for.
<b>Bureau of Drug and Alcohol Services (BDAS)</b>	Bureau of Drug and Alcohol Services within the Division of Community Based Care Services at the NH Department of Health and Human Services
<b>CCP</b>	Change Control Procedures
<b>CR</b>	Change Request
<b>Center for Excellence</b>	The State entity that will provide professional assistance for the Bureau of Alcohol and Drug Services' providers on workforce development and to ensure that evidence based programs, practices, and policies are embedded into the statewide prevention System.
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.

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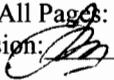
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<b>Change Control</b>	Formal process for initiating changes to the proposed solution or process once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Content Management System (CMS)</b>	A computer application used to create, edit, manage, search and publish various kinds of digital media and electronic text.
<b>Contracted Vendor/Vendor</b>	The selected Vendor that will perform the duties and Specifications of the Contract: Geovision, Inc. 203 Arlington Street Watertown, MA 02472
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>DBA</b>	Database Administrator

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<b>Deficiencies/Defects</b>	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. <b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service. <b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service. <b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	Department of Health and Human Services (DHHS)
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>DHHS</b>	New Hampshire Department of Health and Human Services
<b>Division of Community Based Care Services (DCBCS)</b>	A division within the NH Department of Health and Human Services Department
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders

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<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Governor's Commission</b>	The Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment which was created by the NH Legislature in the year 2000.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by Geovision as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Market Testing</b>	Qualitative testing focusing on messaging and task completion through a simulated online experience. This addresses the usability, design, architecture, and functional specifications according to the desired function.
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other

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<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.

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<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Health and Human Services, Division of Community Based Services, Bureau of Drug and Alcohol Services 105 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.

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<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when Geovision is supporting System changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization

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<b>Vendor/ Contracted Vendor</b>	The selected Vendor that will perform the duties and Specifications of the Contract: Geovision, Inc. 203 Arlington Street Watertown, MA 02472
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which Geovision is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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This Contract is by and between the State of New Hampshire, acting through the Department of Health and Human Services ("State" or "DHHS"), and Geovision, Incorporated, ("Geovision") dba Geovision Communications in NH, having its principal place of business at 203 Arlington Street, Suite #2, Watertown, MA 02472.

The purpose of this Contract is to hire Geovision to utilize their web site technical and design skills to provide hosting, maintenance, enhancement and support of an alcohol, tobacco and other drug (ATOD) existing Web Site, in collaboration with the Bureau of Drug and Alcohol Services (BDAS) within the Division of Community Based Care Services at the NH Department of Health and Human Services and the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment (hereafter referred to as the Governor's Commission).

The initiative will meet the following requirement: 1.) maintain, and host a stand-alone Web Site that has two primary portals, one provides Best Practice and other professional assistance information to BDAS contracted providers and the other portal provides public awareness information about alcohol and drug issues to the general public and policy makers.

**RECITALS**

The State desires to have Geovision maintain and host the Web Site with two Portals, and associated technical and marketing Services for DHHS;

Geovision wishes to maintain and host a Web Site with two Portals, and associated technical and design Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

This Contract is comprised of the following documents (Contract Documents):

- a. The Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Services
- g. Exhibit F Testing Services
- h. Exhibit G Hosting, Maintenance and Support Services
- i. Exhibit H Priority Responses
- j. Exhibit I Work Plan
- k. Exhibit J Software License
- l. Exhibit K Warranty and Warranty Services

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m. Exhibit L	Not Used
n. Exhibit M	Agency RFP with Addendums, by reference
o. Exhibit N	Contractor Proposal by Reference
p. Exhibit O	Certificates and Attachments
q. Exhibit P	Drug-Free Workplace Requirements
r. Exhibit Q	Certificate Regarding Lobbying
s. Exhibit R	Certification Regarding Debarment, Suspension, and Other
t. Exhibit S	Certification Regarding the Americans Disability Act
u. Exhibit T	Certification Regarding Environmental Smoke
v. Exhibit U	Certification Regarding The FFATA Compliance

**1.2 Order of Precedence**

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. *The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement.*
- b. *The State of New Hampshire General Contract Requirements, in Appendix C of the RFP document.*
- c. State of New Hampshire, DHHS Contract 2013-101
- d. RFP 2013-101 Alcohol, Tobacco, and Other Drug Web Site Hosting, Maintenance, Enhancement, and Support Contract, dated 12/21/2012 with three (3) addendums incorporated; then
- e. The Geovision Proposal, dated February 7, 2013

**1.1 Non-Exclusive, Not to Exceed**

This is a Non-Exclusive, Not to Exceed ("NTE") Contract with price and term limitations as set forth in the Contract. This is a Not to Exceed Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$54,200.00.

The State may, at its discretion, retain other Contractors to provide Services or Deliverables procured under this Contract. Geovision shall not be responsible for any delay, act, or omission of such other Contractors, except that Geovision shall be responsible for any delay, act, or omission of the other Contractors if such delay, act, or omission is caused by or due to the fault of Geovision.

**2. CONTRACT TERM**

**2.1 Term**

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including,

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but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2015. The Term may be extended for additional period of two years, ("Extended Term") at the sole option of the State, subject to the party's prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2017.

Geovision shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require Geovision to commence work prior on the Effective Date; however, if Geovision commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Geovision. In the event that the Contract does not become effective, the State shall be under no obligation to pay Geovision for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

**Time is of the essence in the performance of Geovision's obligations under the Contract.**

**3. COMPENSATION**

**3.1 Contract Price**

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*

This is a Non-Exclusive, Not To Exceed ("NTE") Contract with price and term limitations as set forth in the Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$54,200.

The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Geovision shall not be responsible for any delay, act, or omission of such other contractors, except that Geovision shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of Geovision.

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**4. CONTRACT MANAGEMENT**

The Project will require the coordinated efforts of a Project Team consisting of both Geovision and State personnel. Geovision shall provide all necessary resources to perform its obligations under the Contract. Geovision shall be responsible for managing the Project to its successful completion.

**4.2 Geovision Contract Manager**

Geovision shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Geovision's Contract Manager is:

Juan Mandelbaum  
President and Creative Director  
Geovision  
203 Arlington Street, Suite #2, Watertown, MA 02472  
Tel: 617-926-5454  
Fax: 617-926-5411  
Email: juanm@geovisiononline.com

**4.2 Geovision Project Manager**

**4.2.1 Contract Project Manager**

Geovision shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Geovision's selection of the Geovision Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Geovision Project Manager's resume, qualifications, references, and an interview. The State may require removal or reassignment of Geovision's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

**4.2.2** Geovision Project Manager shall have full authority to make binding decisions under the Contract, and shall function as Geovision's representative for administrative and management matters. Geovision's Project Manager shall perform the duties required under the Contract. Geovision's Project Manager must be available to promptly respond during Normal Business Hours within one business day to inquiries from the State, and be at the site as needed. Geovision's Project Manager must work diligently and use his/ her best efforts on the Project. Geovision's Project Manager must be qualified to perform the obligations required of the position under the Contract.

**4.2.2** Geovision shall not change its assignment of Geovision Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Geovision's Project Manager

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shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Geovision Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference checks described above in SOW Section 4.2.1: *Contract Project Manager*. Geovision shall assign a replacement Geovision Project Manager within ten (10) business days of the departure of the prior Geovision Project Manager, and Geovision shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Geovision Project Manager.

**4.2.3** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Geovision in default and pursue its remedies at law and in equity, if Geovision fails to assign a Geovision Project Manager meeting the requirements and terms of the Contract.

**4.2.4** The Geovision Project Manager is:

Michelle Jimenez  
Project Manager  
Geovision  
203 Arlington Street, Suite #2, Watertown, MA 02472  
Tel: 617-926-5454  
Fax: 617-926-5411  
Email: michelle@geovisiononline.com

**4.3 Geovision Key Project Staff**

**4.3.1** Geovision shall assign Key Project Staff who meet the requirements of the Contract. The State may conduct reference checks on Geovision Key Project Staff. The State reserves the right to require removal or reassignment of Geovision's Key Project Staff who are found unacceptable to the State.

**4.3.2** Geovision shall not change any Geovision Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Geovision Key Project Staff will not be unreasonably withheld. The replacement Geovision Key Project Staff shall have comparable or greater skills than Geovision Key Project Staff being replaced; meet the requirements of the Contract.

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**4.3.3** Geovision Key Project Staff shall consist of the following individuals in the roles identified below:

**Geovision's Key Project Staff:**

<u>Key Member(s)</u>	<u>Title</u>
<b>Juan Mandelbaum</b>	<b>President and Creative Director</b>
<b>Michelle Jimenez</b>	<b>Project Manager</b>
<b>Maxine Mane</b>	<b>Marketing Consultant</b>
<b>Dan Toffling</b>	<b>Chief Software Architect</b>
<b>Akshay Vazirani</b>	<b>Chief Technical Consultant</b>

**4.4 State Contract Manager**

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Nancy Jackson-Reno  
NH Department of Health and Human Services  
Division of Community Based Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Tel: 603-271-4972  
Fax: 603-271-6105  
Email: njackson@dhhs.state.nh.us

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**4.5 State Project Manager**

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all the Contracted Vendors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change Proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Nancy Jackson-Reno  
Department of Health and Human Services  
Division of Community Based Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street, Concord, NH 03301  
Tel: 603-271-4972  
Fax: 603-271-6105  
Email: njackson@dhhs.state.nh.us

**4.6 State Meetings and Reports**

The State believes that effective communication and reporting is essential to Project success.

Geovision Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

**Introductory Meeting:** Participants will include Geovision Key Project Staff and State Personnel from both Department of Health and Human Services' Bureau of Drug and Alcohol Services. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures. This meeting may be done via tele-conference.

**Status Meetings:** Participants will include, at the minimum, the Geovision Project Manager and the State Project Manager. These meetings will be conducted at least weekly (at mutually agreed times) in person, by phone and/or email. A status and error report from Geovision shall serve as the basis for discussion every two weeks.

**The Work Plan:** Must be Reviewed at each Status Meeting and updated, at minimum, every month, in accordance with the Contract.

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Geovision:  Date: 6/25/13

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**Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

The Geovision Project Manager or Geovision Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming four (4) week period;
- e. Future activities; and
- f. Issues and concerns requiring resolution.

As reasonably requested by the State, Geovision shall provide the State with information or reports regarding the Project. Geovision shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

**4.7 State-Owned Documents and Data**

Geovision shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon termination of the Contract, Geovision shall turn over all State Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State Owned Documents must be provided in both printed and electronic format.

**4.8 Records Retention and Access Requirements**

Geovision shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

Geovision and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Geovision and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal

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officials so authorized by law, rule, regulation or contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Geovision shall include the record retention and Review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Geovision's cost structure and profit factors shall be excluded from the State's Review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**4.9 Accounting Requirements**

Geovision shall maintain an accounting System in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting System.

**5. DELIVERABLES**

**5.1 Vendor Responsibilities**

Geovision shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

Geovision may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. Geovision must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Geovision to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**5.2 Deliverables and Services**

Geovision shall provide the State with the Deliverables and Services required under this Contract, and as more particularly described in Contract Exhibit A: Contract Deliverables.

Upon its submission of a Deliverable or Service, Geovision represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

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**5.3 Non-Software and Written Deliverables Review and Acceptance**

After receiving written Certification from Geovision that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the requirements outlined in Contract Exhibit A: *Scope of Services* and Exhibit H: *Priority Responses*. The State will notify Geovision in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Geovision's written Certification. If the State rejects the Deliverable, the State shall notify Geovision of the nature and class of the Deficiency and Geovision shall correct the Deficiency within the period identified in the Work Plan. If no period for Geovision's correction of the Deliverable is identified, Geovision shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to Review the Deliverable and notify Geovision of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Geovision fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Deliverable and require Geovision to continue until the Deficiency is corrected, begin the dispute resolution process as described in Contract SOW Section 13.6: *Dispute Resolution*, or terminate the Contract, declare Geovision in default, and pursue its remedies at law and in equity.

**5.4 System/Software and Acceptance**

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

**5.5 Security**

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement -Part 3 - Exhibit F: Testing* for detailed information on requirements for Security testing.

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**6. SOFTWARE**

**6.1 Software and Documentation**

Geovision shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**6.2 Software Support and Maintenance**

Geovision shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**6.3 Restrictions**

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Geovision's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

**6.4 Title**

Geovision must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

**7. WARRANTY**

Geovision shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

**8. SERVICES**

Geovision shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

**8.1 Administrative Services**

Geovision shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

**8.2 Implementation Services**

Geovision shall provide the State with the Implementation Services set forth in the Contract.

**8.3 Testing Services**

Geovision shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

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**8.4 Training Services**

Geovision shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

**8.5 Maintenance and Support Services**

Geovision shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

**9. WORK PLAN DELIVERABLE**

Geovision shall provide the State with a Work Plan that shall include, without limitation, a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. Geovision shall update the Work Plan as necessary, but no less than every month, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Geovision from liability to the State for damages resulting from Geovision's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule. In the event of any delay in the Schedule, Geovision must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Geovision or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by Geovision to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Geovision's failure to fulfill its obligations under the Contract.

**10. CHANGE ORDERS**

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of Geovision's receipt of a Change Order, Geovision shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Geovision may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Geovision's requested Change Order within five (5) business days. The State must approve all

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Change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from Geovision to the State, and the State acceptance of Geovision's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

**11. INTELLECTUAL PROPERTY**

**The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and their associated Documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.**

**11.1 State's Data**

All rights, title and interest in State Data shall remain with the State.

**11.2 Vendor's Materials**

Subject to the provisions of this Contract, Geovision may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, Geovision shall not distribute any products containing or disclose any State Confidential Information. Geovision shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Geovision employees or third party consultants engaged by Geovision.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

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**11.3 Custom Software Source Code**

Geovision shall provide the State with a copy of the source code for the Custom Software which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

**11.4 Survival**

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

**12. USE OF STATE’S INFORMATION, CONFIDENTIALITY**

**12.1 Use of State’s Information**

In performing its obligations under the Contract, Geovision may gain access to information of the State, including State Confidential Information. “State Confidential Information” shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). Geovision shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for Geovision’s performance under the Contract.

**12.2 State Confidential Information**

Geovision shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to Geovision in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Geovision shall immediately notify the State if any request, subpoena or other legal process is served upon Geovision regarding the State Confidential Information, and Geovision

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shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, Geovision shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**12.3 Geovision Confidential Information**

Insofar as Geovision seeks to maintain the confidentiality of its Confidential Information, Geovision must clearly identify in writing all information it claims to be confidential or proprietary. Geovision acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Geovision as confidential, the State shall notify Geovision and specify the date the State will be releasing the requested information. At the request of the State, Geovision shall cooperate and assist the State with the collection and Review of Geovision's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Geovision's sole responsibility and at Geovision's sole expense. If Geovision fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Geovision, without any liability to Geovision.

**12.4 Survival**

This Contract Agreement Section 12, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

**13. LIMITATIONS OF LIABILITY**

**13.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Geovision shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement -Part 1-General Provisions(P-37)*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

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**13.2 Geovision**

Subject to applicable laws and regulations, in no event shall Geovision be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Geovision's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement -Part 1-General Provisions(P-37)*.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to Geovision's indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification OK* and confidentiality obligations in Contract Agreement-Part 2-Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

**13.3 State's Immunity**

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

**13.4 Survival**

This *Contract Agreement- Part 2-Section 13: Limitation of Liability* shall survive termination or Contract conclusion.

**14. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**14.1 Termination for Default**

Any one or more of the following acts or omissions of Geovision shall constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

**14.1.1** Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- a. Unless otherwise provided in the Contract, the State shall provide Geovision written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If Geovision fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Geovision notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Geovision a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the

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Contract price which would otherwise accrue to Geovision during the period from the date of such notice until such time as the State determines that Geovision has cured the Event of Default shall never be paid to Geovision.

- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and Geovision shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

**14.1.2** The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

**14.1.3** Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

**14.2 Termination for Convenience**

**14.2.1** The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Geovision. In the event of a termination for convenience, the State shall pay Geovision the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

**14.2.2** During the thirty (30) day period, Geovision shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

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**14.3 Termination for Conflict of Interest**

**14.3.1** The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if Geovision did not know, or reasonably did not know, of the conflict of interest.

**14.3.2** In the event the Contract is terminated as provided above pursuant to a violation by Geovision, the State shall be entitled to pursue the same remedies against Geovision as it could pursue in the event of a default of the Contract by Geovision.

**14.4 Termination Procedure**

**14.4.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Geovision to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

**14.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, Geovision shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Geovision and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

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- e. Provide written Certification to the State that Geovision has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**15. CHANGE OF OWNERSHIP**

In the event that Geovision should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with Geovision, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with Geovision, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to Geovision, its successors or assigns.

**16. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

- 16.1** Geovision shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.
- 16.2** Geovision shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Geovision of any of its obligations under the Contract nor affect any remedies available to the State against Geovision that may arise from any event of default of the provisions of the contract. The State shall consider Geovision to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.
- 16.3** Notwithstanding the foregoing, nothing herein shall prohibit Geovision from assigning the Contract to the successor of all or substantially all of the assets or business of Geovision provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Geovision should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with Geovision, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Geovision, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Geovision, its successors or assigns.

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**17. DISPUTE RESOLUTION**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>GEOVISION</b>	<b>THE STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
Primary	Maxine Mane Project Manager	Nancy Jackson-Reno State Project Manager	5 Business Days
First	Michelle Jimenez Account Director	Joseph Harding Director	10 Business Days
Second	Juan Mandelbaum President	Nancy Rollins Associate Commissioner	15 Business Days
Third	Juan Mandelbaum President	Nicholas A. Toumpas Commissioner	20 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

**18. ESCROW OF CODE**

Not Applicable, however, Geovision should deposit updated code into NH DHHS Harvest system quarterly.

**19. GENERAL PROVISIONS**

**19.1 Travel Expenses**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

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The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**19.2 Shipping and Delivery Fee Exemption**

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

**19.3 Project Workspace and Office Equipment**

The State agency will work with Geovision to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Geovision's staff.

**19.4 Access/Cooperation**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Geovision with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow Geovision to perform its obligations under the Contract.

**19.5 Required Work Procedures**

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

**19.6 Computer Use**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Geovision understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Geovision access or attempt to access any information without having the express authority to do so.

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- c. That at no time shall Geovision access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Geovision must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Geovision. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Geovision is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**19.7 Email Use**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". Geovision understand and agree that use of email shall follow State standard policy (available upon request).

**19.8 Internet/Intranet Use**

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

**19.9 Regulatory Government Approvals**

Geovision shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

**19.10 Force Majeure**

Neither Geovision nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Geovision's inability to hire or provide personnel needed for Geovision's performance under the Contract.

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**19.11 Insurance**

**19.11.1 Geovision Insurance Requirement**

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence; and

**19.11.2** The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

**19.12 Exhibits**

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

**19.13 Venue and Jurisdiction**

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

**19.14 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and *Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality* and *Contract Agreement Part 1- Section 13: Indemnification* which shall all survive the termination of the Contract.

**19.15 Work for Hire**

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or deliverables which result from Services rendered by Vendor to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.



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EXHIBIT A  
CONTRACT DELIVERABLES**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

Geovision shall provide the State with hosting, maintenance, and enhancement and support which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, Geovision shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

**2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

**2.1 Implementation Schedule – Activities / Deliverables / Milestones**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Conduct Project Kickoff Meeting	Non-Software	August 8, 2013
2	Status Meetings	Written	Weekly and/or bi-monthly depending on work load
3	Project Work Plan (annual, updated monthly)	Written	August 31, 2013, July 1, 2014
4	Hosting for term of Contract	Written	Ongoing
5	Maintenance for term of Contract*	Written	Ongoing
6	Enhancements as requested by the State for term of Contract	Software	TBD
* Maintenance costs includes monthly updates to the site, and well as technical support of the site.			

2013-101 Exhibit A – Contract Deliverables

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) Contract totaling \$54,200 for the period between the Effective Date through June 30, 2015. Geovision shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Geovision to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

<b>Table 1: Activity, Deliverable, or Milestone Price and Payment Table</b>				
<b>Reference Number</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Payment Amount</b>
1	Conduct Project Kickoff Meeting	Non-Software	August 8, 2013	\$535
2	Status Meetings	Written	Weekly and/or bi-weekly depending on work load	\$1,150
3	Project Work Plan (annual, updated monthly)	Written	August 31, 2013, July 1, 2014	\$1,350
4	Hosting for term of Contract	Written	Ongoing	\$12,000
5	Maintenance for term of Contract*	Written	Ongoing	\$24,565
6	Enhancements as requested by the State for term of Contract	Software	TBD	\$9,673
7	Indirect Expenses**			\$4,927
	Total			\$54,200

\* Maintenance costs includes monthly updates to the site, and well as technical support of the site.

\*\* 10% Indirect Expense covers all Geovision overhead expenses.

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<b>Table 2: Geovision Rates Pricing Worksheet (Hourly Rates)</b>				
<b>Position Title</b>	<b>SFY 2014</b>	<b>SFY 2015</b>	<b>SFY 2016</b>	<b>SFY 2017</b>
Project Manager	\$85	\$89	\$94	\$98
Marketing Consultant	\$85	\$89	\$94	\$98
Programmer	\$150	\$157	\$165	\$174
Designer	\$150	\$157	\$165	\$174
Copywriter	\$100	\$105	\$110	\$116
Database Developer	\$150	\$157	\$165	\$174
Application Developer	\$150	\$157	\$165	\$174
Creative Director	\$150	\$157	\$165	\$174

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$54,200. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Geovision for all fees and expenses, of whatever nature, incurred by Geovision in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

**3. INVOICING**

Geovision shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Geovision shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty-days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

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PRICE AND PAYMENT SCHEDULE**

Invoices shall be sent to:

Nancy Jackson-Reno  
Department of Health and Human Services  
Division of Community Based Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Tel: 603-271-4972  
Fax: 603-271-6105  
Email: njackson@dhhs.state.nh.us

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Geovision  
Juan Mandelbaum  
203 Arlington Street, Suite #2  
Watertown, MA 02472  
Tel: 617-926-5454  
Fax: 617-926-5411  
Email: juanm@geovisiononline.com

**5. OVERPAYMENTS TO Geovision**

Geovision shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**6. CREDITS**

The State may apply credits due to the State arising out of this Contract, against Geovision's invoices with appropriate information attached.

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SPECIAL PROVISIONS**

**SPECIAL PROVISIONS**

**1. Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

**2. Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

**3. Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

**4. Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

**5. Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

**6. Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**7. Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

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2013-101 Exhibit C – Special Provisions

Initial All Pages:

Geovision's Initials



Exhibit C

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**8. Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

**8.1** Renegotiate the rates for payment hereunder, in which event new rates shall be established;

**8.2** Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

**8.3** Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

**9. Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

**9.1 Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

**9.2 Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.



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**9.3 Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

**10. Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

**10.1 Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

**10.2 Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

**11. Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.



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**12.2 Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

**13. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**14. Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

**14.1** The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

**15. Prior Approval and Copyright Ownership:**

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

**16. Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.



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**17. Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate.
  
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.



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**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



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ADMINISTRATIVE SERVICES**

**1. STATE MEETINGS AND REPORTS**

The State believes that effective communication and reporting are essential to Project success. Geovision Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Introductory Meeting:** Participants will include Geovision Key Project Staff and State Project leader from Department of Health and Human Services, Bureau of Alcohol and Drug Services. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and Geovision Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Geovision Project Manager and the State Project Manager. These meetings will be conducted at least biweekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Geovision shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bimonthly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from Geovision and the State. Discussion will focus on lessons learned from the Project and follow up options that the State may wish to consider.

The State expects Geovision to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Geovision's responsibility.

The Geovision Project Manager or Geovision Key Project Staff shall submit biweekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Geovision's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Geovision shall produce Project status reports, which shall contain, at a minimum, the following:

- 1. Project status related to the Work Plan;
- 2. Deliverable status;
- 3. Accomplishments during weeks being reported;
- 4. Planned activities for the upcoming two (2) week period;
- 5. Future activities; and
- 6. Issues and concerns requiring resolution.
- 7. Report and remedies in case of falling behind Schedule

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As reasonably requested by the State, Geovision shall provide the State with information or reports regarding the Project. Geovision shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

**2. STATE-OWNED DOCUMENTS AND DATA**

Geovision shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract (“State Owned Documents”). Upon expiration or termination of the Contract with the State, Geovision shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

**3. RECORDS RETENTION AND ACCESS REQUIREMENTS**

Geovision shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Geovision Records Retention*.

Geovision and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Geovision and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Geovision shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Geovision’s cost structure and profit factors shall be excluded from the State’s review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

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**4. ACCOUNTING REQUIREMENTS**

Geovision shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Geovision shall maintain records pertaining to the Services and all other costs and expenditures.

**5. WORK HOURS**

State personnel shall be available between 8:00 am and 5:00 pm, eight (8) hour days, thirty seven and one half (37.5) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.



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IMPLEMENTATION SERVICES**

Geovision shall provide the State with the following services set forth in Contract Exhibit A.

2013-101 Exhibit E

Initial All Pages:

Geovision's Initials



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SECURITY**

**1. SECURITY**

Geovision shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. Geovision shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.



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In the event, that Geovision is required to develop Enhancements to the ATOD Web Site, Geovision shall provide the following Products and Services described in this Exhibit F, including but not limited to:

**1. TESTING AND ACCEPTANCE**

Geovision shall bear all responsibilities for the full suite of Test Planning and preparation throughout the term of the Contract. Geovision will also provide training as necessary to the State staff responsible for test activities. Geovision shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, Geovision shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. Geovision shall also correct Deficiencies and support required re-testing. **All testing results shall be shared with the State Project Manager.**

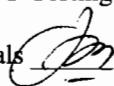
As applicable, Geovision shall be responsible to perform the following:

- Unit Testing
- System Integration Testing
- Conversion Validation Testing
- Installation Testing
- Preparation of State staff for User Acceptance Testing
- Support of State staff during User Acceptance Testing
- Regression Testing
- Security Testing
- Performance and Stress Testing

**1.1 User Acceptance Testing (UAT)**

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The Geovision's Project Manager must certify in writing, that the Geovision's own staff has successfully executed all prerequisite Geovision testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.



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The State shall be presented with all testing results, as well as written Certification that Geovision has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Geovision that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

<b>Activity Description</b>	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
<b>Geovision Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test.</li> <li>• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.</li> <li>• Work with the State in determining the required actions for problem resolution.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.</li> <li>• Validate the Acceptance Test environment.</li> <li>• Execute the test scripts and conduct User Acceptance Test activities.</li> <li>• Document and summarize Acceptance Test results.</li> <li>• Work with Geovision in determining required actions for problem resolution.</li> <li>• Provide Acceptance of the validated Systems.</li> </ul>
<b>Work Product Description</b>	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

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**1.2 Performance Tuning and Stress Testing**

Geovision shall develop and document hardware and Software configuration and tuning of the web site infrastructure as well as assist and direct the State's System Administrators and Database Administrators to support the software throughout the Project

**1.2.1 Scope**

The scope of **Performance Testing** shall measure the System level metrics critical for development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

**1.2.2 Test Types**

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

**1.2.3 Tuning**

**Tuning** will be Geovision led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

**1.3 Regression Testing**

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Geovision of the nature of the testing failures in writing. The Geovision will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:



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- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) Geovision shall notify the State no later than <five (5) business days> from the Geovision's receipt of written notice of the test failure when Geovision expects the corrections to be completed and ready for retesting by the State. Geovision will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Geovision based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
  - 1. validate that the change/update has been properly incorporated into the program; and
  - 2. validate that there has been no unintended change to the other portions of the program.
- d.) Geovision will be expected to:
  - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
  - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
  - 3. Manage the entire cyclic process.
- e.) Geovision will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, Geovision will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, Geovision will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

**1.4 Security Review and Testing**

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware, software, and its related Data assets.

Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and



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availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and Review.

<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application, and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, data sanitization, error checking and unauthorized access of files and/or directories on the server.

Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include 3<sup>rd</sup> party Penetration Tests (pen test) or code analysis and review.

Geovision may be required to provide 3<sup>rd</sup> party testing. Prior to the System being moved into production Geovision shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

**1.5 Successful UAT Completion**

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

**1.6 System Acceptance**

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.



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**1. SYSTEM MAINTENANCE**

**1.1 Geovision's Responsibility**

Geovision shall maintain the BDAS Alcohol, Tobacco, and Other Drug Awareness Web Site in accordance with the Contract. Geovision will not be responsible for maintenance or support for Software developed or modified by the State.

**1.1.1 Maintenance Releases**

Geovision shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

**2. SYSTEM SUPPORT**

**2.1 Geovision's Responsibility**

Geovision will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

**a. Class A Deficiencies** - The Geovision shall have available to the State on-call telephone assistance, with issue tracking available to the State, between the hours of 8:00 AM and 5:00 PM Eastern Time, Monday through Friday. Geovision shall provide an email / telephone response within two (2) hours of a request. Class A Deficiencies, as defined by the State, shall be resolved within 24-hours of notification.

**b. Class B Deficiencies** -The State shall notify the Geovision of such Deficiencies during regular business hours, 8:00 AM and 5:00 PM Eastern Time, Monday through Friday, and the Geovision shall respond back within four (4) hours of notification with planned corrective action; Class B Deficiencies, as defined by the State, shall be resolved within five (5) business days of notification.

**c. Class C Deficiencies** -The State shall notify the Geovision of such Deficiencies during regular business hours and the Geovision shall respond back within four (4) hours with notification of planned corrective action. Class C Deficiencies, as defined by the State, shall be resolved within one-month of notification.

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**3. SUPPORT OBLIGATIONS AND TERM**

- 3.1 Geovision shall maintain repair or replace the web site, and content manager in accordance with the Specifications and terms and requirements of the Contract;
- 3.2 Geovision shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 Geovision shall offer telephone assistance as specified in Exhibit G, section 2.1 Geovision's responsibilities.
- 3.4 For all maintenance and support Services calls, Geovision shall ensure the following information will be collected and maintained: 1) nature of Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) Resolved by; 7) Identifying number i.e. work order number; 8) Issue identified by; and
- 3.5 Geovision must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.6 If Geovision fails to correct a Deficiency within the allotted period of time stated above, Geovision shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 14 *Termination*, as well as to return Geovision's product and receive a refund for all amounts paid to Geovision, including but not limited to, applicable license fees, within ninety (90) days of notification to Geovision of the State's refund request
- 3.6 If Geovision fails to correct a Deficiency within the allotted period of time Stated above, Geovision shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 14 *Termination*.

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**1. GEOVISION PRIORITY RESPONSE CHECKLIST**

**Table C-2 General System Requirements -Geovision Response Checklist  
M=Mandatory O=Optional**

<b>REQ #</b>	<b>Requirement</b>		<b>To indicate compliance, enter Y or N</b>	<b>Comments</b>
	<b>GENERAL REQUIREMENTS</b>			
1.	Geovision shall provide all Contract Deliverables located at Exhibit A: <i>Contract Deliverables</i> .	<b>M</b>	<b>Y</b>	
2.	Geovision shall participate in an initial kick-off meeting to initiate the Project.	<b>M</b>	<b>Y</b>	
3.	Geovision shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Project Work Plan shall include, without limitation, a detailed description of the schedule, tasks, Deliverables, task dependencies, and payment schedule. The Plan shall be updated no less than monthly.	<b>M</b>	<b>Y</b>	
4.	Geovision shall obtain written State approval for all Geovision staff assignments.	<b>M</b>	<b>Y</b>	
5.	Geovision shall appoint a Project Manager subject to the prior approval of the State.	<b>M</b>	<b>Y</b>	
6.	Geovision shall not change Key Staff and Project Manager commitments (referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence.	<b>M</b>	<b>Y</b>	
7.	Geovision shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	<b>M</b>	<b>Y</b>	
8.	Provide online ability for the State to view website statistics for tracking purposes. This site currently uses Google Analytics, but other solutions would be considered.	<b>M</b>	<b>Y</b>	

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9.	Geovision shall attend meetings as required for purposes of Contract administration.	M	Y	
10.	Geovision shall be responsible for acquiring all appropriate approvals and authorizations to use all material on the Web Site.	M	Y	
11.	All user, technical, and System Documentation as well as Project schedules, Plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the Project Documentation.	M	Y	Project schedules, plans and status reports will be provided as Word, Excel documents, or PDF files. Email and phone calls will be used for on-going correspondence.
12.	Geovision shall be required to document a test Plan and testing methodology as defined in the DoIT Agency Software Division, System Development Methodology, located at: <a href="http://www.nh.gov/doi/internet/Geovisions.php">http://www.nh.gov/doi/internet/Geovisions.php</a>	M	Y	
13.	Geovision shall provide enhancements authorized by the State.	M	Y	
<b>TRANSITION SERVICES</b>				
14.	Geovision shall provide a schedule for the transition of the Web Site to a new hosting service (if necessary). The process will insure that the Web Site remains available to the public during this process.	M	N	Non-applicable. GEOVISION currently maintains, supports, and hosts both portals. Therefore the site will not need to transition.
15.	Geovision shall assume responsibility for administration and configuration of the domain name.	M	Y	
16.	Geovision shall work with the existing hosting Geovision to move the web site files from one server to another if required.	M	N	Non-applicable. See Req # 14.
17.	Geovision shall provide Project coordination and support to assure that the site is available during transition.	M	N	Non-applicable. See Req # 14.
<b>TECHNICAL REQUIREMENTS</b>				
18.	Support the Webs Site with content management system based on an open source standards.	M	Y	

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19.	Geovision shall assure that the new hosting environment will be suitable for supporting all current Web Site functionality.  Evaluate the effectiveness of the sites on an annual basis. The evaluation will include summary of annual statistical Data (based on monthly reporting elements), changes in technology and ideas from other state's websites. The ultimate goal for the report is to make recommendations to HHS for expanding and improving the website services to constituents.	M	Y	Non-applicable. See Req # 14.
20.	Geovision shall assure that all Web Site content will be ported and maintained during and after any hosting transition.	M	N	Non-applicable. See Req # 14.
<b>SECURITY</b>				
21.	Geovision shall be responsible for Web Site security	M	Y	
22.	Geovision shall be responsible for virus scanning of all traffic through the site, and for monitoring System logs for problems.	M	Y	
23.	All hosting environment servers and devices must have currently supported and hardened operating Systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Y	
24.	All components of the infrastructure shall be Reviewed and tested to ensure they protect the State's Software, and its related Data assets. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity, and availability.	M	Y	



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25.	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y	
26.	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Y	
27.	Enforce unique user names.	M	Y	
28.	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Y	
29.	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Y	
30.	Encrypt passwords in transmission and at rest within the database.	M	Y	
31.	Expire passwords after 90 days of inactivity. Should actually be, disable account after 45 days of inactivity and delete account after 90 days.	M	Y	
32.	Prevent users and client applications access to inappropriate or confidential data or services.	M	Y	
33.	Provide ability to limit the number of people that can grant or change authorizations	M	Y	
34.	Establish ability to enforce session timeouts during periods of inactivity.	M	Y	
35.	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M	Y	
36.	Test results must be shared with the State.	M	Y	

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37.	The application shall not store authentication credentials or sensitive Data in its code.	M	Y	
38.	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Y	
39.	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M	Y	
40.	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y	
41.	Use only the Software and System Services designed for use	M	Y	
42.	The application Data shall be protected from unauthorized use when at rest	M	Y	
43.	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	
44.	Geovision must ensure compliance with State of New Hampshire Web Site Standards and policies including those relative to web site accessibility.	M	Y	
45.	Immediately report any breach in security to the State Project Manager.	M	Y	
	<b>WEB SITE HOSTING AND MAINTENANCE REQUIREMENTS</b>			
46.	Geovision shall provide a shared or dedicated hosting environment. The website may be hosted on one or multiple servers.	M	Y	
47.	Geovision shall provide a secure Class A Data Center for hosting provisioned with equipment (including dedicated servers), an on-Site 24/7 operator, back-up power, managed firewall Services, and managed backup Services and security.	M	Y	
48.	Test and debug the Web Sites in the new hosting environment.	M	Y	
49.	Geovision shall be required to provide Web Site uptime of 99.9%.	M	Y	
50.	99.9% Web Site uptime and sub-three second response time at the server.	M	Y	

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51.	Geovision shall schedule System maintenance during periods of low public usage and will be approved in advance by DHHS.	M	Y	
52.	System maintenance must be scheduled during periods of low public usage and must be approved in advance by the State.	M	Y	
53.	Geovision shall be required to ensure that sufficient bandwidth is available to support the hosted site. Geovision's connectivity to the internet should consistently remain below 100% of available bandwidth.	M	Y	
54.	The State staff shall have unlimited access, via toll-free phone or Email, to Geovision's technical support staff between the hours of 8:00am to 5:00pm-Monday thru Friday EST.	M	Y	
55.	Class A Deficiencies, as defined by the State, shall be resolved within 24 hours.	M	Y	
56.	Class B Deficiencies, as defined by the State, shall be resolved within one week.	M	Y	
57.	Class C Deficiencies, as defined by the State, shall be resolved within one month.	M	Y	
58.	Manage Services on all servers and the sharing of Data resources	M	Y	
59.	Install and update all server patches and other utilities within 60 day of release from the manufacturer, or sooner in the event of an imminent threat.	M	Y	
60.	Monitor System, security and application logs	M	Y	
61.	Manage daily backups, off-site Data storage, and restore operations.	M	Y	
62.	Monitor physical hardware.	M	Y	
63.	Geovision must demonstrate that they have adequate disaster recovery procedures in place, including but not limited to documented Plans, methods for hardware and Software replacement, back-up Schedules, and Data recovery methodologies.	M	Y	

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64.	All hosting environment servers and devices must have currently supported and hardened operating Systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Y	
65.	All components of the infrastructure shall be Reviewed and tested to ensure they protect the State's Software, and its related Data assets. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity, and availability. Test results must be shared with the State.	M	Y	
66.	Geovision shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files.	M	Y	
67.	Geovision will give two (2) business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y	
68.	Geovision shall guarantee 99.9% uptime, exclusive of the regularly Scheduled maintenance window	M	Y	
69.	A regularly Scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Y	
70.	Geovision shall use a change management policy for notification and tracking of change requests as well as critical outages	M	Y	
71.	A critical outage will be designated when a business function cannot be met by a non-performing application and there is no working around problem.	M	Y	

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72.	Install and update all server patches and other utilities within 60 day of release from the manufacturer, or sooner in the event of an imminent threat.	M	Y	
73.	All hardware and Software components of the hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating Systems, databases, web Services, etc, shall be applied within sixty (60) days of release by their respective manufacturers or sooner if there is an imminent threat.	M	Y	
74.	Maintain a record of the activities related to repair or maintenance activities performed for the State. Geovision shall report quarterly on the following Server up-time All change requests implemented, including operating System patches, all critical outages reported, and their resolution	M	Y	
75.	Websites must continue to comply with State of New Hampshire Web Site Standards and policies including those relative to web site accessibility	M	Y	
76.	Geovision shall be responsible for virus scanning of all traffic through the site, for monitoring System logs for problems, for Web Site security and for all patching and maintenance of the operating System(s), web Services Software and database Software	M	Y	
<b>WARRANTY REQUIREMENTS</b>				
77.	Geovision will provide copy writing and content development as requested during the Warranty Phase.	M	Y	
78.	Geovision shall provide telephone technical support and technical site maintenance to the State between the hours of 8:00am and 5:00pm, Monday – Friday, excluding holidays.	M	Y	
79.	Geovision must provide guaranteed Site uptime of 99.9%.	M	Y	

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80.	System maintenance must be Scheduled during periods of low public usage and must be approved 1 week in advance by the State.	M	Y	
81.	Geovision must ensure that sufficient bandwidth is available to adequately support anticipated Web Site traffic demands.	M	Y	
<b>HOSTING REQUIREMENTS - OPERATIONS</b>				
82.	Geovision shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via VPN	M	Y	
83.	At the State's option, authorized third parties may be given limited access by Geovision to certain levels of the State's system through the VPN or through a separate network connection that meets Geovision's specifications.	M	Y	
84.	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption. The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Y	
85.	Geovision will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of Geovision, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside Geovision's firewall or any issues that are the responsibility of the State Internet Service Provider. .	M	Y	
86.	Geovision shall provide a secure Class A Data Center providing equipment (including	M	Y	



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	dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.			
87.	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M		Y
88.	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M		Y
89.	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M		Y
90.	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M		Y
91.	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M		Y
92.	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M		Y
93.	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M		Y

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94.	Geovision must monitor the application and all servers.	M	Y	
95.	Geovision shall manage the databases and services on all servers located at Geovision's facility.	M	Y	
96.	Geovision shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Y	
97.	Geovision shall monitor System, security, and application logs.	M	Y	
98.	Geovision shall manage the sharing of data resources.	M	Y	
99.	Geovision shall manage daily backups, off-site data storage, and restore operations.	M	Y	
100.	Geovision shall monitor physical hardware.	M	Y	
101.	Geovision shall immediately report any breach in security to the State of New Hampshire.	M	Y	
	<b>HOSTING REQUIREMENTS DISASTER RECOVERY</b>			
102.	Geovision shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Y	
103.	Geovision shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y	
104.	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Y	
105.	Geovision shall adhere to a defined and documented back-up schedule & procedure.	M	Y	
106.	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Y	

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107.	Scheduled backups of all servers must be completed regularly. (DEFINE TIME)	M	Y	Nightly backups are performed on both sites. Between 12AM – 6AM EST
108.	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y	
109.	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y	
110.	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	Y	
111.	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, Geovision shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Y	
	<b>HOSTING REQUIREMENTS – NETWORK ARCHITECTURE</b>			
112.	Geovision must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Y	
113.	Geovision shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Geovisions, so that a failure of one Internet connection will not interrupt access to the State application.	M	Y	
114.	Where redundant connections are not provided, then the Internet Geovision who provides the Internet service to Geovision must have their service supplied by a	M	Y	



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	provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.			
115.	Geovision' network architecture must include redundancy of routers and switches in the Data Center.	M	Y	
116.	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, Geovision shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Y	
	<b>HOSTING REQUIREMENTS - SECURITY</b>			
117.	Geovision shall employ security measures ensure that the State's application and data is protected.	M	Y	
118.	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y	
119.	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Y	
120.	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into System architecture in order to provide confidentiality, integrity and availability.	M	Y	
121.	In the development or maintenance of any code, Geovision shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Y	

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122.	Geovision shall notify the State's Project Manager of any security breaches within two (2) hours of the time that Geovision learns of their occurrence.	M	Y	
123.	Geovision shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of Geovision' hosting infrastructure and/or the application.	M	Y	
124.	Geovision shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Y	
125.	Geovision shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of Geovision' hosting infrastructure and/or the application upon request.	M	Y	
126.	Geovision shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of Geovision website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Y	
	<b>HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT</b>			
127.	Geovision's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y	
128.	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Y	
129.	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y	

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130.	The State shall have unlimited access, via phone or Email, to Geovision technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	<b>M</b>	<b>Y</b>	
131.	Geovision response time for support shall conform to the specific deficiency class as described in the glossary.	<b>M</b>	<b>Y</b>	
132.	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	<b>M</b>	<b>Y</b>	
133.	Geovision will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	<b>M</b>	<b>Y</b>	
134.	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	<b>M</b>	<b>Y</b>	
135.	Geovision will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	<b>M</b>	<b>Y</b>	
136.	Geovision shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	<b>M</b>	<b>Y</b>	
137.	If Geovision is unable to meet the 99.9% uptime requirement, Geovision shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	<b>M</b>	<b>Y</b>	
138.	Geovision shall use a change management policy for notification and tracking of change requests as well as critical outages.	<b>M</b>	<b>Y</b>	
139.	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	<b>M</b>	<b>Y</b>	

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140.	All hardware and software components of Geovision hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Y	
141.	Geovision shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: <ul style="list-style-type: none"> <li>• Server up-time</li> <li>• All change requests implemented, including operating system patches</li> <li>• All critical outages reported including actual issue and resolution</li> <li>• Number of deficiencies reported by class with initial response time as well as time to close.</li> </ul>	M	Y	
142.	Geovision shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Y	



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WORK PLAN**

Geovision's Project Manager and the State Project manager shall finalize the Work Plan within 21 days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of Geovision and State Project Manager.

The preliminary Work Plan created by Geovision and the State is set forth at the end of this Exhibit.

In conjunction with Geovision's Project Management methodology, which shall be used to manage the Project's life cycle, the Geovision team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Geovision team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Geovision's Work Plan and shall utilize Word, Excel documents or PDF files to support the ongoing management of the Project.

## **1. ASSUMPTIONS**

### **A. General**

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Geovision shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### **B. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- Geovision assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

### **C. Project Schedule**

- Work is planned to begin on August 1, 2013.

### **D. Reporting**

- Geovision shall conduct every two weeks status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

### **E. Testing**

- Geovision shall provide Testing Services as set forth in Contract Exhibit F – *Testing Services*.

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**EXHIBIT I  
WORK PLAN**

**2. ROLES AND RESPONSIBILITIES**

**A. Geovision Roles and Responsibilities**

**1) Geovision Team Project Manager**

The Geovision Team Project Manager shall be responsible for advising on and monitoring the quality of the work throughout the Project life cycle, shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Geovision Team. The Geovision Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Geovision Team consultants to tasks according to the scheduled staffing requirements;
- Define roles and responsibilities of all Geovision Team members;
- Provide every two weeks update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

**B. State Roles and Responsibilities**

The following State resources have been identified for the Project. The time demands on the individual State team member will vary depending on the work requirements.

**1) State Project Manager**

The State Project Manager shall work side-by-side with the Geovision Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Project matters, provides all necessary support in the conduct of the Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the Geovision team;
- Assist the Geovision Project Manager in the development of a detailed Work Plan;
- Define roles and responsibilities of all Project Team members assigned to the Project;

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- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Geovision Project Manager of any urgent issues if and when they arise; and
- Assist the Geovision team staff to obtain requested information if and when required to perform certain Project tasks.

**3. PRELIMINARY WORK PLAN**

The following Table 3.1 provides the preliminary agreed upon Work Plan for the Contract.

**Table 3.1: Preliminary NH Project Plan**

<b>Deliverables (and Tasks)</b>	<b>Staff</b>	<b>Start</b>	<b>Finish</b>	<b>Payment Schedule</b>
<b>Hosting, Maintenance and Support (On Going)</b>	DreamingCode	Date of G&C approval	June 30, 2015	Monthly payments
<b>Monthly Updates</b>	GEOVISION / State Staff	Two weeks prior to the start of the month	1st of each month	Billing takes place once work is completed.
Meet with client to determine monthly content/theme to highlight.	Maxine Mane / Nancy Jackson-Reno			
Develop content and design elements	Maxine Mane			
Content and design to client for approval	Maxine Mane			
Client Review of Content and Design	Nancy Jackson-Reno			
Revise content/design based on client feedback	Maxine Mane			
Test new content, design elements in website, mobile (including Tablet) environment	Maxine Mane			
Updates go live.	Maxine Mane			
Social media activity: Tweets/posts are completed	Nancy Jackson-Reno			

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<b>Deliverables (and Tasks)</b>	<b>Staff</b>	<b>Start</b>	<b>Finish</b>	<b>Payment Schedule</b>
<b>Social Media Strategy Development</b>	GEOVISION / DreamingCode and State Staff	August 1, 2013	September 6, 2013	Billing takes place once work is completed.
Prepare for kick off meeting with State Staff	Michelle Jimenez / Juan Mandelbaum / DreamingCode	August 1, 2013	August 9, 2013	
Kick off Meeting	Michelle Jimenez / Juan Mandelbaum / DreamingCode	week of August 12		
Develop social media strategy	Michelle Jimenez / Juan Mandelbaum / DreamingCode	August 19, 2013	August 30, 2013	
Present strategy to client	Michelle Jimenez / Juan Mandelbaum / DreamingCode	week of Sept. 2		
Client reviews/approves strategy	State Staff	September 6, 2013		
Social media activity: Tweets/posts are implemented	State staff	On Going	On going	

2013-101Exhibit I Work Plan  
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 Geovision's initials: 

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SOFTWARE LICENSE**

**1. DOCUMENTATION**

Geovision shall provide the State with complete Software Documentation for the Web Site Portal, Content Management software, WYSIWYG application, mail utility and any other software for enhancements.

**2. TITLE**

The parties expressly recognize that, except for Prior Technology and Vendor provided third-party technology, the Custom Software developed in connection with performance of obligations under the Contract, or modifications to the software, and their associated documentation, is a "work made for hire" to the greatest extent possible under the law, and the State shall be deemed the sole author and owner of the Custom Software and its attendant intellectual property rights. The State shall have sole right to produce, publish, or otherwise use such software, modifications, and documentation developed under the Contract and to authorize others to do so. The Vendor hereby agrees and consents not to contest the validity or State's ownership of any of the foregoing.

**3. SOFTWARE ESCROW**

Not Applicable.

**4. VIRUSES**

Geovision shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, Geovision shall use reasonable efforts to test the Software for viruses. Geovision shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, Geovision shall provide a master copy for comparison with and correction of the State's copy of the Software.

**5. NON-INFRINGEMENT**

Geovision warrants that it has good title to, or the right to allow the State to use, all Services, Deliverables, and Software provided under this Contract, and that such Services, Deliverables, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, Geovision shall defend and indemnify the State against the claim provided that the State:

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SOFTWARE LICENSE**

- a. Promptly notifies Geovision in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Geovision control of the defense and any settlement negotiations; and
- c. Gives Geovision the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Geovision believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Geovision may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Geovision may end the license, and require return of the applicable Material and refund all fees the State has paid Geovision under the Contract. Geovision shall not indemnify the State if the State alters the Material without Geovision's consent or uses it outside the scope of use identified in Geovision's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Geovision shall not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, software, data, or material not furnished by Geovision. Geovision shall not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or Services not provided by Geovision without Geovision's consent.

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WARRANTY AND WARRANTY SERVICES**

**1. WARRANTIES**

**1.1 Services**

Geovision warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

**1.2 Software**

Geovision warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Support and Maintenance warranty, the State's remedy, and Geovision's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Geovision cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to Geovision for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the Deficient services, or (c) if Geovision cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to Geovision for the Deficient services.

**1.3 Non-Infringement**

Geovision warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

**1.4 Viruses; Destructive Programming**

Geovision warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

**1.5 Compatibility**

Geovision warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by Geovision to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

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WARRANTY AND WARRANTY SERVICES**

**1.6 Services**

Geovision warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**1.7 Personnel**

Geovision warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**1.8 Breach of Data**

Geovision shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

**2. WARRANTY PERIOD**

All warranties shall remain in effect for the duration of the Contract.

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TRAINING SERVICES**

Not applicable. No training services are required.

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EXHIBIT M  
NH DHHS RFP 2013-101 (WITH ADDENDUMS) INCORPORATED**

NH DHHS RFP 2013-101 Alcohol, Tobacco, and Other Drug Web Site Hosting, Maintenance, Enhancement, and Support with all included addendums, are included by reference as binding Deliverables to this Contract.

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2013-101 Exhibit M-Agency RFP with Addendums

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EXHIBIT N  
GEOVISION PROPOSAL BY REFERENCE**

Geovision proposal to DHHS RFP 2013-101 Alcohol, Tobacco, and Other Drug Web Site Hosting, Maintenance, Enhancement, and Support is incorporated herein by reference.

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2013-101 Exhibit N-Geovision Proposal by Reference

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EXHIBIT O  
CERTIFICATES AND ATTACHMENTS**

The following Geovision Certificates are incorporated herein:

- A. Geovision's Certificate of Vote/Authority
- B. Geovision's Certificate of Good Standing
- C. Geovision's Certificate of Insurance
- D. DHHS Standard Exhibits

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2013-101 Exhibit O-Certificates and Attachments

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**NH Department of Health and Human Services**

**STANDARD EXHIBIT P**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

203 ARLINGTON ST., WATERTOWN, MA 02472

Check  if there are workplaces on file that are not identified here.

DATE OF G+C APPROVAL,  
WHICHEVER IS LATER

GEOMISION, INC.      From:      To:      JUNE 30, 2015

(Contractor Name)      (Period Covered by this Certification)

JUAN MANDELBAUM, PRESIDENT  
(Name & Title of Authorized Contractor Representative)

  
(Contractor Representative Signature)

6/25/13  
(Date)

Contractor Initials: JM  
Date: 6/25/13

NH Department of Health and Human Services

STANDARD EXHIBIT Q

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

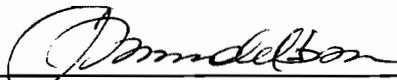
- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

                      JUAN MANDELBAUM, PRESIDENT  
 (Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

GEOVISION, INC.                      6/25/13  
 (Contractor Name)                      (Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT R**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: 

Date: 6/25/13

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: 

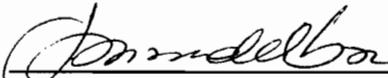
Date: 6/25/13

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

  
(Contractor Representative Signature)

JUAN MANDELBAUM, PRESIDENT  
(Authorized Contractor Representative Name & Title)

GEOVISION, INC.  
(Contractor Name)

6/25/13  
(Date)

Contractor Initials:   
Date: 6/25/13

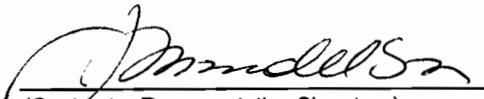
NH Department of Health and Human Services

STANDARD EXHIBIT S

**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
(Contractor Representative Signature)

JUAN MANDELBAUM, PRESIDENT  
(Authorized Contractor Representative Name & Title)

GEOVISION, INC.  
(Contractor Name)

6/25/13  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT T

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
(Contractor Representative Signature)

JUAN MANDELBAUM, PRESIDENT  
(Authorized Contractor Representative Name & Title)

GEOVISION, INC.  
(Contractor Name)

6/25/13  
(Date)

Contractor Initials:   
Date: 6/25/13

NH Department of Health and Human Services

STANDARD EXHIBIT U

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND  
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

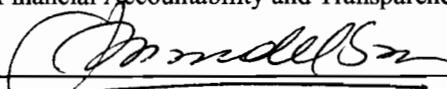
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

	<u>JUAN MANDELBAUM, PRESIDENT</u>
---	-----------------------------------

(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
---------------------------------------	---

<u>GEOVISION, INC.</u>	<u>6/25/13</u>
------------------------	----------------

(Contractor Name)	(Date)
-------------------	--------

Contractor initials: JM  
 Date: 6/25/10  
 Page # 9 of Page # 10

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 60 937 8492

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

**If the answer to #2 above is NO, stop here**

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

**If the answer to #3 above is YES, stop here**

**If the answer to #3 above is NO, please answer the following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Contractor initials: [Signature]  
Date: 6/25/13  
Page # 10 of Page # 10



# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Geovision, Inc. doing business in New Hampshire as Geovision Communications, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on September 23, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25<sup>th</sup> day of June, A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



**CERTIFICATE OF AUTHORITY**  
(Sole Shareholder)

I, JUAN MANDELBAUM, as a Sole Shareholder of Business, GEOVISION, INC.,

certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Health and Human Services, on behalf of myself.

**IN WITNESS WHEREOF**, I have set my hand as the Sole Shareholder of the Business this

29<sup>th</sup> day of JUNE, 20 13.

  
(Sole Shareholder Signature)

STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this the 29<sup>th</sup> day of JUNE, 20 13, before me, JAMES CONSTABLE

the undersigned Officer, personally appeared JUAN MANDELBAUM, who acknowledge

her/himself to be the Sole Shareholder, of GEOVISION, INC., a Business, and that

she/he, as such Sole Shareholder being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as

GEOVISION, INC.

**IN WITNESS WHEREOF** I hereunto set my hand and official seal.

  
(Notary Public/Justice of the Peace)

My Commission expires: 10/05/2018





# The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE  
MICHAEL J. CONNOLLY, Secretary  
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

## ARTICLES OF ORGANIZATION (Under G.L. Ch. 156B)

### ARTICLE I

The name of the corporation is:

Geovision, Inc.

### ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To engage in the business of production, film making, editing, distributing, marketing and contracting for visual and/or auditory production of films, videotapes, recordings on mass and/or private media. The product of the corporation, and its services may relate to commercial advertisement, public or private entertainment, instruction, or documentary presentation, all of the above not to limit the scope of the intended activities.

The corporation may become involved in research for the above purposes and in the furtherance of any and all communications enterprise or consulting, and shall be empowered to contract, purchase real estate or personal property, or to lease, mortgage, let, or encumber the same, and to engage in any other activity lawful for a business corporation under the laws of the Commonwealth of Massachusetts.

89 243045

C   
P   
M   
L.A.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/4 x 11 sheets of paper leaving a left hand margin of at least 1 inch. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

4

### ARTICLE III

The type and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

#### WITHOUT PAR VALUE STOCKS

TYPE	NUMBER OF SHARES
COMMON:	15,000
PREFERRED:	none

#### WITH PAR VALUE STOCKS

TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:	none	
PREFERRED:	none	

### ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established with any class.

### ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are: as follows:

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell, transfer or pledge such stock owned by him or them, shall first offer it to the corporation through the Board of Directors in the following manner: He shall notify the directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The director shall within thirty (30) days thereafter either accept the offer, or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the directors shall have thirty (30) days within which to purchase the same at such valuation, but if at the expiration of thirty (30) days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of the stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirements.

### ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: (If there are no provisions state "None".)

None.

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VIII

a. The post office address of the corporation IN MASSACHUSETTS is:

1166 Beacon Street, Brookline, MA 02146

b. The name, residence and post office address (if different) of the directors and officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Juan Mandelbaum	120 Sewall Avenue #1 Brookline, MA 02146	120 Sewall Avenue #1 Brookline, MA 02146
Treasurer:	" "	" "	" "
Clerk:	" "	" "	" "
Directors:	Juan Mandelbaum	" "	" "

c. The fiscal year of the corporation shall end on the last day of the month of:  
December

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:  
None.

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 29th day of August 1989

  
Juan Mandelbaum

NOTE: If an already-existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

RECEIVED

AUG 31 1989

SECRETARY OF STATE  
CORPORATION DIVISION

311817

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 200 having been paid, said articles are deemed to have been filed with me this 31st day of August 19 89.

Effective date

*Michael J. Connolly*  
MICHAEL J. CONNOLLY  
Secretary of State

FILING FEE: 1/10 of 1% of the total amount of the authorized capital stock, but not less than \$200.00. For the purpose of filing, shares of stock with a par value less than one dollar or no par stock shall be deemed to have a par value of one dollar per share.

PHOTOCOPY OF ARTICLES OF ORGANIZATION TO BE SENT

Gary M. Arber, Esq.

Arber and Walters

1415 Beacon Street, Brookline, MA 02146

Telephone: 617-232-4734



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Arts & Entertainment Insurance Brokerage LLC  
259 Humphrey ST  
Marblehead, MA 01945

CONTACT NAME: **Andrew J. McDonough CPCU CLU**  
PHONE (A/C No. Ext): **781 639-2723** FAX (A/C No): **781 639-2844**  
E-MAIL ADDRESS: **artentandy@aol.com**

INSURED  
**GEOVISION, INC.**  
**ALMA PRODUCTIONS, INC.**  
**203 ARLINGTON STREET SYTE. 2**  
**WATERTOWN, MA 02472-2611**  
**617 926-5454**

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: <b>HANOVER INSURANCE GROUP</b>	<b>22306</b>
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

NSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Primary</b> <input checked="" type="checkbox"/> <b>Non-Contributory</b> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		x	ODN 8948811 02	02.01.13	02.01.14	PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WDN 9032212 02	03.31.13	03.31.14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Certificate Holder is included as an Additional Insured for Claims arising out of the Negligence of the Named Insured.**

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Dept. of Healty & Human Services Nicholas A. Toumpas, Commisioner 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS  AUTHORIZED REPRESENTATIVE: <i>Andrew J. McDonough</i>

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