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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9422 1-800-852-3345 Ext. 9422
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn
 Associate Commissioner

June 1, 2015

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

REQUESTED ACTION

Authorize the Department of Health & Human Services (DHHS), Bureau of Drug and Alcohol Services (BDAS), to exercise a renewal option to an existing agreement with Geovision Inc. dba Geovision Communications to host, maintain, enhance and support the alcohol, tobacco and other drug (ATOD) prevention, intervention and treatment public awareness and best practices website, drugfreeNH.org, by increasing the price limitation by \$54,200, from \$54,200 to an amount not to exceed \$108,400, and extending the end date from June 30, 2015 to June 30, 2017, effective July 1, 2015, or date of Governor and Council approval, whichever is later. The contract was approved by Governor and Executive on August 14, 2013 (item #42). 50% Federal Funds and 50% General Funds.

Funds are anticipated to be available in State Fiscal Years 2016 and 2017 in the following accounts, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

State Fiscal Year	Class/Object	Class Title	Job Number	Current Budget Amount	Increase/Decrease Amount	Revised Budget Amount
SFY 2014	102-500734	Contracts for Prog Svc	49156502	\$13,550	\$0	\$13,550
SFY 2015	102-500734	Contracts for Prog Svc	49156502	\$13,550	\$0	\$13,550
SFY 2016	102-500734	Contracts for Prog Svc	49156502	\$0	\$13,550	\$13,550
SFY 2017	102-500734	Contracts for Prog Svc	49156502	\$0	\$13,550	\$13,550
		Subtotal		\$27,100	\$27,100	\$54,200

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

Fiscal Year	Class/Object	Class Title	Job Number	Current Budget Amount	Increase/Decrease Amount	Revised Budget Amount
SFY 2014	102-500731	Contracts for Prog Svc	49158502	\$13,550	\$0	\$13,550
SFY 2015	102-500731	Contracts for Prog Svc	49158502	\$13,550	\$0	\$13,550
SFY 2016	102-500731	Contracts for Prog Svc	49158502	\$0	\$13,550	\$13,550
SFY 2017	102-500731	Contracts for Prog Svc	49158502	\$0	\$13,550	\$13,550
			Subtotal	\$27,100	\$27,100	\$54,200
			Grand Total	\$54,200	\$54,200	\$108,400

EXPLANATION

Approval of this Amendment will allow the Department to continue to provide a stand-alone website (www.drugfreeNH.org) with two primary portals: one portal for best practices and 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 Contractor will continue to host, maintain, enhance and support the website.

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.

This Contractor was selected through a competitive bid process.

The original Agreement and Governor and Council letter contains an option to renew the contract for two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The Department and the Contractor have agreed to extend the contract for two additional years.

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.

Area served: Statewide

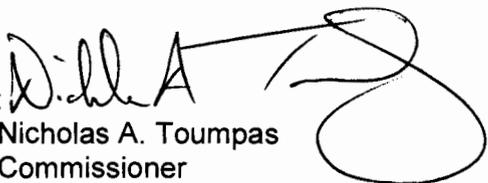
Source of Funds: 50% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, and 50% General Funds. Please provide the grants CFDA number #93.959 and FAIN number#TI010035-14

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,



Kathleen A. Dunn, MPH
Associate Commissioner

Approved by: 
Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 4, 2015

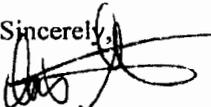
Nicholas A. Toumpas, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301-3857

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 amendment with Geovision Inc., dba Geovision Communications, 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.

The purpose of this agreement is to enable Geovision Inc. to continue to host, maintain, enhance 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. This amendment includes funding for \$54,200, increasing the total funding amount from \$54,200 to \$108,400, effective upon Governor and Council approval, through June 30, 2017.

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

Sincerely,

Denis Goulet

DG/mh
Contract #2013-101A

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



**New Hampshire Department of Health and Human Services
Hosting, Maintenance, Enhancement and Support Contract
Of an Alcohol, Tobacco, and other Drug Web Site**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Hosting, Maintenance, Enhancement and Support of an
Alcohol, Tobacco, and Other Drug Web Site
Contract 2013-101**

This first Amendment to the Hosting, Maintenance, Enhancement and Support of an Alcohol, Tobacco, and Other Drug Web Site contract (hereinafter referred to as "Amendment #1") dated April 24, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Geovision, Inc. d/b/a Geovision Communications (hereinafter referred to as "the Contractor"), a corporation with a place of business at 203 Arlington Street, Suite #2, Watertown, MA 02472.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on August 14, 2013 (item #42) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Statement of Work, section 2. Contract Term, the term may be extended for an additional period of two (2) years, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council.

WHEREAS, the Department and the Contractor agree to extend the completion date by two (2) years and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date, by extending the date to June 30, 2017.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation, to read: \$108,400.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number to read: (603) 271-9558.



6. Delete in its entirety Statement of Work, and replace with Statement of Work Amendment #1
7. Delete in its entirety Exhibit A, and replace with Exhibit A Amendment #1
8. Delete in its entirety Exhibit B, and replace with Exhibit B Amendment #1
9. Delete in its entirety Exhibit C, Special Provisions, and replace with Exhibit C Amendment #1, Special Provisions.
10. Add Exhibit C-1
11. Amend Standard Exhibit P Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification by extending the date to June 30, 2017.
12. Amend Standard Exhibit Q Certification Regarding Lobbying by adding the contract period: Effective upon Governor and Executive Council Approval through June 30, 2017.
13. Delete in its entirety Standard Exhibit S, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit S Amendment #1 Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



**New Hampshire Department of Health and Human Services
Hosting, Maintenance, Enhancement and Support Contract
Of an Alcohol, Tobacco, and other Drug Web Site**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

Kathleen A. Dunn
Kathleen A. Dunn
Associate Commissioner

Geovision, Inc. d/b/a Geovision Communications

5/8/2015
Date

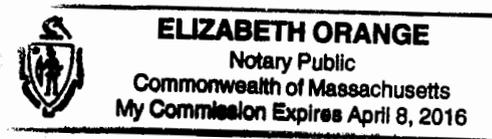
Juan Mandelbaum
NAME JUAN MANDELBAUM
TITLE PRESIDENT

Acknowledgement:

State of Massachusetts, County of Middlesex on May 8, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace





**New Hampshire Department of Health and Human Services
 Hosting, Maintenance, Enhancement and Support Contract
 Of an Alcohol, Tobacco, and other Drug Web Site**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

6/4/15
 Date

OFFICE OF THE ATTORNEY GENERAL

[Signature]
 Name: Megan Yapi
 Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

 Date

 Name:
 Title:

**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 AMENDMENT #1**

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ALCOHOL, TOBACCO, AND OTHER DRUG
HOSTING, MAINTENANCE, ENHANCEMENT, AND SUPPORT
CONTRACT 2013-101
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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	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.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agency	Department of Health and Human Services
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
ATOD	Alcohol, Tobacco and Other Drug
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best Practices	Methods and techniques that have consistently shown results superior then those achieved with other means, and which are used as benchmarks to strive for.
Bureau of Drug and Alcohol Services (BDAS)	Bureau of Drug and Alcohol Services within the Division of Community Based Care Services at the NH Department of Health and Human Services
CCP	Change Control Procedures
CR	Change Request
Center for Excellence	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.
Certification	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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Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	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.
Contract Conclusion	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.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	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>)
Content Management System (CMS)	A computer application used to create, edit, manage, search and publish various kinds of digital media and electronic text.
Contracted Vendor/Vendor	The selected Vendor that will perform the duties and Specifications of the Contract: Geovision, Inc. 203 Arlington Street Watertown, MA 02472
Conversion Test	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.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	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
DBA	Database Administrator

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Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Class A Deficiency – <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. Class B Deficiency – <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. Class C Deficiency – <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.
Deliverable	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.
Department	Department of Health and Human Services (DHHS)
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
DHHS	New Hampshire Department of Health and Human Services
Division of Community Based Care Services (DCBCS)	A division within the NH Department of Health and Human Services Department
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	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
Encryption	Supports the encoding of data for security purposes
Enhancements	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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Firm Fixed Price Contract	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
Fully Loaded	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
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Governor's Commission	The Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment which was created by the NH Legislature in the year 2000.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	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.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by Geovision as essential to work on the Project.
Licensee	The State of New Hampshire
Market Testing	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.
Non Exclusive Contract	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.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other

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**STATE OF NEW HAMPSHIRE
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Normal Business Hours	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 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	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.
Order of Precedence	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
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	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
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	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)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
ALCOHOL, TOBACCO, AND OTHER DRUG
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RFP (Request for Proposal)	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
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	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.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	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.
Specifications	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.
State	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
Statement of Work (SOW)	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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State's Confidential Records	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
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	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).
Subcontractor	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
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	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
Test Plan	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.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Geovision is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	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.
User Management	Supports the administration of computer, application and network accounts within an organization

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Geovision: *[Signature]* Date: 5/8/15

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Vendor/ Contracted Vendor	The selected Vendor that will perform the duties and Specifications of the Contract: Geovision, Inc. 203 Arlington Street Watertown, MA 02472
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which Geovision is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	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.
Work Plan	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.
Written Deliverables	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 Amendment #1 | 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 Amendment #1, | Certification of Compliance with
Requirements Pertaining to Federal
Nondiscrimination, Equal Treatment of
Faith-Based Organizations and
Whistleblower Protections |
| 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 the amount in the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement.

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.

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

The following sentence is being deleted: The Contract shall begin on the Effective Date and extend through June 30, 2015. The Term of the Contract 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 the amount in the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement.

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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.

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

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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 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

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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>
Juan Mandelbaum	President and Creative Director
Michelle Jimenez	Project Manager
Maxine Mane	Marketing Consultant
Dan Toffling	Chief Software Architect
Akshay Vazirani	Chief Technical Consultant

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 or Designee
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 or Designee
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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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 I-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

LEVEL	GEOVISION	THE STATE	<u>CUMULATIVE ALLOTTED TIME</u>
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	Kathleen A. Dunn 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

See Contract Agreement Part 1-Form P-37 Section 14.

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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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 and July 13, 2015
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, August 31, 2015, and July 1, 2016
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.

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PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling an amount in Block 1.8 Price Limitation of the General Provisions (Form P-37), for the period between the Effective Date through the completion date in Block 1.7 of the General Provisions (Form P-37). 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.

Table 1: Activity, Deliverable, or Milestone Price and Payment Table					
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount for the period of SFY 2014 and 2015	Payment Amount for the period of SFY 2016 and 2017
1	Conduct Project Kickoff Meeting	Non-Software	August 8, 2013 and July 13, 2015	\$535	\$535
2	Status Meetings	Written	Weekly and/or bi-weekly depending on work load	\$1,150	\$1,150
3	Project Work Plan (annual, updated monthly)	Written	August 31, 2013, July 1, 2014, August 31, 2015, and July 1, 2016	\$1,350	\$1,350
4	Hosting for term of Contract	Written	Ongoing	\$12,000	\$12,000
5	Maintenance for term of Contract*	Written	Ongoing	\$24,565	\$24,565
6	Enhancements as requested by the State for term of Contract	Software	TBD	\$9,673	\$9,673
7	Indirect Expenses**			\$4,927	\$4,927
	Total			\$54,200	\$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.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
ALCOHOL, TOBACCO, AND OTHER DRUG WEB SITE
HOSTING, MAINTENANCE, ENHANCEMENT, AND SUPPORT
CONTRACT 2013-101
EXHIBIT B AMENDMENT #1
PRICE AND PAYMENT SCHEDULE**

Table 2: Geovision Rates Pricing Worksheet (Hourly Rates)				
Position Title	SFY 2014	SFY 2015	SFY 2016	SFY 2017
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 the amount in Block 1.8 Price Limitation of the General Provisions (Form P-37). 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
ALCOHOL, TOBACCO, AND OTHER DRUG WEB SITE
HOSTING, MAINTENANCE, ENHANCEMENT, AND SUPPORT
CONTRACT 2013-101
EXHIBIT B AMENDMENT #1
PRICE AND PAYMENT SCHEDULE**

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.

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.





SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. 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.
 - 11.2. 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.
12. **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.
13. **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:
 - 13.1. 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.
14. **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.
15. **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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

[Handwritten Signature]
5/8/15



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

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.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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.

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.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.


5/8/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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.

Exhibit S Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

A handwritten signature in black ink, appearing to be 'JM'.



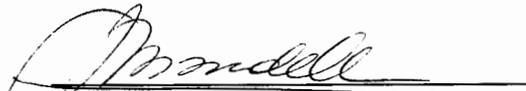
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name:

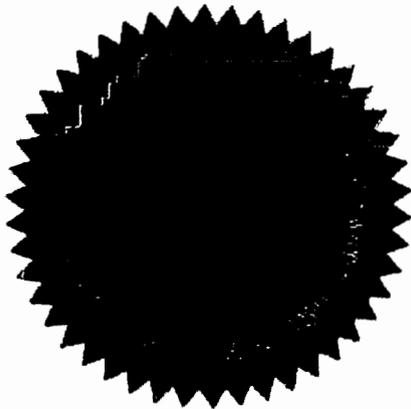
Date 5/8/2015


Name: JUAN MANDELBAUM
Title: PRESIDENT

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 27th day of May, A.D. 2015

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

William M. Gardner
Secretary of State

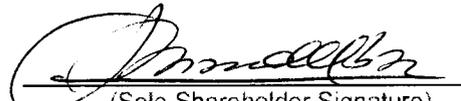
CERTIFICATE OF AUTHORITY
(Sole Shareholder)

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

8th day of MAY, 2015.


(Sole Shareholder Signature)

STATE OF Massachusetts

COUNTY OF Middlesex

On this the 8th day of May, 2015, before me, Elizabeth Orange,

the undersigned Officer, personally appeared Juan P. Mandelbaum, who acknowledge her/himself to be the Sole Shareholder, of Geovision Communications, a Business, and that

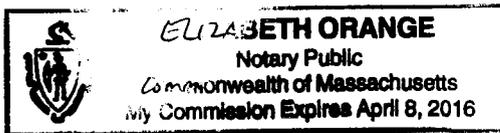
she/he, as such Sole Shareholder being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as

Juan P. Mandelbaum as President of Geovision Communications

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


(Notary Public/Justice of the Peace)

My Commission expires:



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.

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Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8½ 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 19 89


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

312217

THE COMMONWEALTH OF MASSACHUSETTS

AUG 31 1989

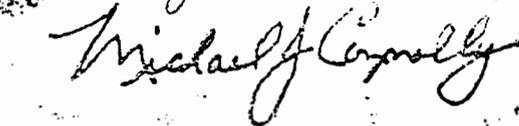
ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

SECRETARY OF STATE
CORPORATION DIVISION

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
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)
4/29/2015

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. 203 ARLINGTON STREET SYTE. 2 WATERTOWN, MA 02472-2611 617 926-5454	INSURER(S) AFFORDING COVERAGE INSURER A HANOVER INSURANCE GROUP NAIC# 22306
	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.

INSR LTR	TYPE OF INSURANCE	ADDD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		ODN 8948811 04	02.01.15	02.01.16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						Y	ODN 8948811 04	02.01.15	02.01.16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$										EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N <input checked="" type="checkbox"/> N	N/A	WDN 9032212 04	03.31.15	03.31.16

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Certificate Holder listed below is included as an Additional Insured under the General Liability policy.

CERTIFICATE HOLDER State of New Hampshire Dept. of Health & Human Services Nicholas A. Tourpas, Commissioner 129 Pleasant Street Concord, NH 03301	CANCELLATION 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
--	---



Nicholas A. Toumpas
Commissioner
Nancy L. Rollins
Associate
Commissioner

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

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

42 JAW
G+C
8/14/13
42

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 17.¹ 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.²

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

¹ Source: National Survey on Drug Use and Health (NSDUH), 2011

² 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) 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
Page 4 of 4

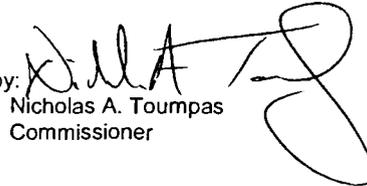
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

NLR/ljp



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

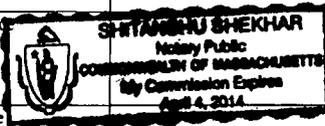
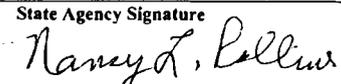
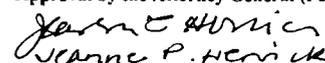
Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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: DM

Date: 6/25/13