

GEORGE N. COPADIS, COMMISSIONER  
 RICHARD J. LAVERS, DEPUTY COMMISSIONER

June 18, 2021

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

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (NHES) to enter into a **sole source** agreement with Geographic Solutions, Inc. (VC# 171714), Palm Harbor, FL in the amount not to exceed \$2,368,728 to provide maintenance, support and hosting services requested by NHES for the Job Match System (JMS) from the date of Governor and Council approval or July 1, 2021, whichever is later, through June 30, 2024. 31% Federal funds and 69% Other (Agency class 027) funds. Agency class 027 used by NHES to reimburse DoIT is 100% Federal funds.

Federal funding available for these services will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Years 2022 forward, with the authority to adjust encumbrances between SFYs through the Budget Office if needed and justified:

		State Fiscal Year		
		2022	2023	2024
<b>02-27-27-270010-80400000</b>	<b>DEPT OF EMPLOYMENT SECURITY</b>			
038-509038	Agency Application Software	\$225,994	\$249,217	\$249,217
<b>01-03-03-030010-76270000</b>	<b>DEPT OF INFORMATION TECHNOLOGY</b>			
038-509038	Agency Application Software	\$548,100	\$548,100	\$548,100
DoIT Activity Code:	03270079			
DoIT RID #:	61407			

**EXPLANATION**

NHES is requesting approval of the attached sole source agreement for maintenance, support and hosting services for the Job Match System (JMS). The contract total of \$2,368,728 is for a three-year period beginning upon Governor and Council approval or July 1, 2021, whichever is later, through June 30, 2024.

JMS is the system in which individuals must complete a registration in order to search for employment as a condition of eligibility for unemployment benefits in NH. However, individuals are welcome to register and utilize JMS even if they are not seeking to collect unemployment benefits.

JMS allows job seekers to conduct work searches, prepare résumés and cover letters, and matches their skills to positions posted within JMS, on national job boards and private industry web sites. The system allows employers to register and post positions they are seeking to fill. JMS provides valuable information on the labor market, education and training opportunities, and has many other services available to job seekers and employers.

JMS also provides required case management tracking and reporting tools for Workforce Innovation and Opportunity Act (WIOA) programs.

In 2009, NHES conducted a competitive bid process for a job match and labor exchange system to replace a homegrown system that was at the end of its life cycle. Geographic Solutions was the winning bidder with its fully operational job match and labor exchange system, JMS. Since that time, 30 other states now utilize Geographic Solution's JMS product.

NHES issued a Request for Information (RFI) in 2015 seeking information from suppliers of competing job match systems to determine whether there were products available that should be considered in lieu of continuing with a sole source contract. Based on the results of the RFI, the familiarity that New Hampshire job seekers and employers have with this system and the proven performance of Geographic Solutions' product, NHES determined that JMS continues to provide the best solution for its business needs at the best value in terms of price.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

Attached is the approval letter from the Office of Information Technology (#DoIT 2022-014)

Respectfully submitted,



George N. Copadis  
Commissioner  
New Hampshire Department of  
Employment Security

Respectfully submitted,



Denis Goulet  
Commissioner  
New Hampshire Department of  
Information Technology



**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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

June 18, 2021

George N. Copadis, Commissioner  
New Hampshire Employment Security  
State of New Hampshire  
45 South Fruit Street, Suite 14  
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Geographic Solutions, Inc., of Palm Harbor, FL, as described below and referenced as DoIT No. 2022-014.

This request is to enter into a contract with Geographic Solutions, Inc. for licensing of Geographic Solutions Virtual OneStop software that provides NHES's Job Match and Labor Exchange ("JMS") system and Workforce Innovation and Opportunity Act ("WIOA") case management tools. The contract also includes migration and hosting of NHES's job seeker and employer data.

This is a not-to-exceed contract for \$2,368,728 effective upon the date of Governor and Executive approval through June 30, 2024.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/ik  
DoIT No. 2022-014  
cc: Bill Laycock, DoIT

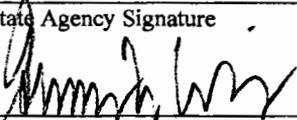
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Employment Security		1.2 State Agency Address 45 S. Fruit Street Concord, NH 03301	
1.3 Contractor Name Geographic Solutions, Inc.		1.4 Contractor Address 1001 Omaha Circle Palm Harbor, FL 34683	
1.5 Contractor Phone Number  (727) 786-7955	1.6 Account Number	1.7 Completion Date  June 30, 2024	1.8 Price Limitation  \$2,368,728
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature  Date: 6/17/2021		1.12 Name and Title of Contractor Signatory <b>Paul Toomey, President</b>	
1.13 State Agency Signature  Date: 6/18/21		1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: /s/ Stacie M. Moeser		On: June 18, 2021	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



# **STATE OF NEW HAMPSHIRE**

**New Hampshire Employment Security  
Contract with Geographic Solutions, Inc.**

**NHES – 2021-07**

**PART 2**

**INFORMATION TECHNOLOGY PROVISIONS**

**New Hampshire Employment Security  
Geographic Solutions Contract  
NHES – Contract 2021-07  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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State of NH Contract

Date: 6/17/2021

Contractor’s Initials: pt

**New Hampshire Employment Security  
Geographic Solutions Contract  
NHES – Contract 2021-07**

**PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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State of NH Contract

Date: 6/17/2021

Contractor’s Initials: pt

**New Hampshire Employment Security  
Geographic Solutions Contract  
NHES – Contract 2021-07  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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*Remainder of this page intentionally left blank*

**New Hampshire Employment Security  
Geographic Solutions Contract  
NHES – Contract 2021-07  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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**TERMS AND DEFINITIONS**

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

<b>TERM</b>	<b>DEFINITION</b>
<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed.
<b>Agreement</b>	A Contract duly executed and legally binding.
<b>Attachment</b>	Supplementary material that is collected and appended at the back of a document.
<b>Authorized Persons / Users</b>	The Vendor’s employees, Contractors, Subcontractors or other agents who need to access the State’s Personal Data to enable the Contractor to perform the Services required.
<b>Breach of Security or Breach</b>	<p>Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.</p> <p>“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.</p>

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State of NH Contract

Date: 6/17/2021

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**New Hampshire Employment Security  
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**PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

<b>TERM</b>	<b>DEFINITION</b>
<b>Business Hours</b>	The Vendor’s personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m. ET, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays.
<b>Certification</b>	The Vendor’s written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Request/Order or CR</b>	Formal documentation prepared for a proposed changed within the specifications or scope of work requested and approved by both parties that becomes effective only when signed by an authorized representative of both parties.
<b>Commercial Off the Shelf Software (COTS)</b>	Commercial off-the-shelf (COTS) is a term that references a non-developmental computer software.
<b>Completion Date</b>	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)
<b>Computer Security Incident</b>	“Computer Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

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<b>TERM</b>	<b>DEFINITION</b>
<b>Confidential Information</b>	<p>Information required to be kept Confidential from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
<b>Contract</b>	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	Part 1, 2, and 3. The Documentation consisting of the P-37, IT General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.

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<b>TERM</b>	<b>DEFINITION</b>
<b>Contract Documents</b>	Documents that comprise this Contract. (See Part 2, IT Provisions – Section 1.1)
<b>Contract Manager(s)</b>	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: Price Limitation, as well as Part 3, Exhibit B – Paragraph 2: Contract Price.
<b>Contractor/Contracted Vendor</b>	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Custom Code</b>	Code developed by the Contractor specifically for this Project for the State of New Hampshire specifically identified as “Custom Code” in the applicable statement of work agreed to by the parties..
<b>Data</b>	State’s records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
<b>Data Breach</b>	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State’s unencrypted Non-Public Data.
<b>Deficiency (-ies)/Defects</b>	A failure, Deficiency or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

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**PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

<b>TERM</b>	<b>DEFINITION</b>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA chapter 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
<b>Encryption</b>	The process of converting data to an unrecognizable or "encrypted" form. It is commonly used to protect sensitive information so that only authorized parties can view it. This includes files and storage devices, as well as data transferred over wireless networks and the Internet.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of Enhancements.
<b>Event of Default</b>	Any one or more of the following acts or omissions of a Vendor 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.

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**PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

<b>TERM</b>	<b>DEFINITION</b>
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
<b>Governor and the Executive Council</b>	The New Hampshire Governor and the Executive Council.
<b>Hosting Services</b>	The installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of the State and exclusively for the benefit of permitted users of the Software.
<b>Hosting System</b>	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System fully Operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Intent to Negotiate</b>	The purpose of the letter of intent is to ensure there is a “meeting of the minds” on price and key terms before the parties expend significant resources and legal fees in pursuing a procurement.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by the Vendor as essential to work on the Project.
<b>License</b>	Rights to use the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides.
<b>Licensee</b>	The State of New Hampshire

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**PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

<b>TERM</b>	<b>DEFINITION</b>
<b>Maintenance Release</b>	Is a release of a product that does not add new features or content.
<b>National Institute of Standards and Technology (NIST)</b>	A unit of the U.S. Commerce Department. Formerly known as the National Bureau of Standards, NIST promotes and maintains measurement standards. It also has active programs for encouraging and assisting industry and science to develop and use these standards.
<b>Non-Exclusive Contract</b>	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Public Data</b>	Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
<b>Not to Exceed (NTE)</b>	The commitment by the vendor that the value of an interim estimate (plus contingency allowances) will not exceed the amount of the firm proposal and estimates to be submitted at a later date. A NTE value, however, downward depending on the changes in the scope of work or in the associated specifications.
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
<b>Open Data Formats</b>	A file format for storing digital data, defined by a published specification usually maintained by a standards organization, and which can be used and implemented by anyone.

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<b>TERM</b>	<b>DEFINITION</b>
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer Data that is defined in RSA chapter 21-R:10 and RSA chapter 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
<b>Parties</b>	The Contractor and the State of New Hampshire collectively.
<b>Personal Data</b>	“Personally Identifiable Information” (or “PII”) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.

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<b>TERM</b>	<b>DEFINITION</b>
<b>Project Holdback</b>	Portion of payment to a contractor withheld by the State of New Hampshire until a deliverable finished to the agencies satisfaction.
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
<b>Project Manager(s)</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project.
<b>Project Team</b>	The group of State employees and Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
<b>Review</b>	The process of Reviewing Deliverables for Acceptance.
<b>Review Period</b>	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All Custom, SAAS and COTS Software provided by the Vendor under the Contract.

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<b>TERM</b>	<b>DEFINITION</b>
<b>Software Deliverables</b>	All Custom, SAAS and COTS Software and Enhancements.
<b>Software License</b>	Licenses provided to the State under this Contract.
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.

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<b>TERM</b>	<b>DEFINITION</b>
<b>State Data</b>	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
<b>State Project Leader</b>	State’s representative with regard to Project oversight.
<b>State’s Confidential Information</b>	State Data and information and Confidentiality 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: Access to Government Records and Meetings.
<b>State’s Confidential Records</b>	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA chapter 91-A: Access to Governmental Records and Meetings.
<b>State’s Project Manager (PM)</b>	State’s representative with regard to Project Management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR).

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<b>TERM</b>	<b>DEFINITION</b>
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
<b>Support Services</b>	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>System Maintenance</b>	The various forms of computer or server maintenance required to keep a computer system running properly.
<b>Technical Authorization</b>	Direction to a Vendor which fills in details, clarifies, interprets, or specifies technical requirements.
<b>Term</b>	Period of the Contract from the Effective Date through Contract Conclusion or termination.
<b>Transition Services</b>	Services and support provided when the Vendor is supporting system changes.
<b>Vendor/ Contracted Vendor</b>	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system application or network.

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<b>TERM</b>	<b>DEFINITION</b>
<b>Warranty</b>	The conditions under, and period during, which the producer or vendor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
<b>Warranty Period</b>	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Warranty Release</b>	Code release that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the Contractor during the Warranty Period.
<b>Work For Hire</b>	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m., 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. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided upon request.

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<b>TERM</b>	<b>DEFINITION</b>
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C: System Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software Written Deliverable documentation (letter, report, manual, book, other) provided by the Contracted Vendor either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through New Hampshire Employment Security (“State” or “NHES”), and Geographic Solutions, Inc. a Florida Corporation, (“Contractor”), having its principal place of business at 1001 Omaha Circle, Palm Harbor, Florida 34683.

The project consists of a licensing agreement, including continued maintenance and support, for Contractor’s Virtual OneStop Job Match & Labor Exchange System, which provides job matching, case management, and reporting capabilities for United States Department of Labor (“USDOL”) programs, including Wagner-Peyser, Disabled Veterans Outreach Program (DVOP), and Local Veterans Employment Representatives (LVER). The system is an operational, web-based, self-service system for job seekers and employers. The project also includes migration of NHES job seeker and employer data to Contractor and Contractor’s hosting of NHES data for the duration of the agreement.

**RECITALS**

WHEREAS, Contractor is the owner of, or has acquired rights to, a Commercial off-the-shelf Software System utilized by NHES, including the State’s Job Match System (“JMS”) and associated services;

WHEREAS, NHES desires access and use of Contractor’s Software System;

WHEREAS, NHES further desires that Contractor host NHES’s data; and

WHEREAS, Contractor wishes to provide migration of the State’s data and hosting services.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1. Contract Documents**

This Contract Agreement Contract 2021-XX is comprised of the following documents:

- A. Part 1 – Form P-37 General Provision
- B. Part 2 – Information Technology Provisions
- C. Part 3 – Exhibits

Exhibit A – Special Provisions

Exhibit B – Scope of Services

Exhibit C – Price and Payment Schedule

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- Exhibit D – Administrative Services
- Exhibit E – Implementation Services - (Not Applicable)
- Exhibit F – Testing Services - (Not Applicable)
- Exhibit G – Maintenance and Support Services
- Exhibit I – Work Plan - (Not Applicable)
- Exhibit J – Software Agreement
- Exhibit K – Warranty and Warranty Services
- Exhibit L – Training Services - (Not Applicable)
- Exhibit M – Agency RFP with Addendums, by reference - (Not Applicable)
- Exhibit O – Certificates and Attachments

**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:

- i. State of New Hampshire, New Hampshire Employment Security Contract Agreement Contract 2021-07, including Parts 1, 2, and 3;
- ii. Contractor’s License Agreement.

**2. CONTRACT TERM**

- 2.1. 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”).
- 2.2. The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Term may be extended for two (2) additional three (3) year periods, (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended term, up to but not beyond June 30, 2030 under the same terms and conditions, subject to approval of the Governor and Executive Council.
- 2.3. The Contractor shall commence work upon issuance of a Notice to Proceed by the State.
- 2.4. The State does not require the Contractor to commence work prior to the Effective Date; however, if the Contractor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the

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Contractor 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.

- 2.5. Time is of the essence in the performance of the Contractor's obligation under the Contract.

**3. COMPENSATION**

**3.1. Contract Price**

The Contract Price is identified in, Part 1, P-37 General Provisions - Block 1.8: Price Limitation. Method of payment and terms of payment are identified and more particularly described in Part 1, P-37 - Section 5: Contract Price/Price Limitation/Payment, and Part 3 – Exhibit C: Price and Payment Schedule.

**3.2. Non-Exclusive Contract**

This is a Non-Exclusive Contract with price and term limitations as set forth in the Contract

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

**3.3. Not to Exceed Contract**

This is a 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 \$2,368,728.00.

**4. CONTRACT MANAGEMENT**

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

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**4.1. Contractor's Contract Manager**

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

Paul Toomey  
President  
Geographic Solutions, Inc.  
1001 Omaha Circle  
Palm Harbor, FL 34683  
Tel: 727-786-7955  
Fax: 727-786-5871  
Email: PToomey@geosolinc.com

**4.2. Contractor's Project Manager**

- 4.2.1.** The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the 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 Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor'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.** The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Part 3 – Exhibit I: Work Plan, Section 2: Contractor Roles and Responsibilities. The Contractor's Project Manager must be available to promptly respond during normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3.** The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Part 2 – Information Technology Provisions, Section 4.2: Contract Project Manager, and in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background

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Checks, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

Jonathan Shippee  
Project Manager  
Geographic Solutions, Inc.  
1001 Omaha Circle  
Palm Harbor, FL 34683  
Tel: 727-786-7955  
Fax: 727-786-5871  
Email: jshippee@geosolinc.com

**4.3. Contractor's Key Project Staff**

- 4.3.1.** The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth within this contract. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Part 2 – Information Technology Provisions, Section 4.6: Background Checks.
- 4.3.2.** The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: System Requirements and Deliverables and be subject to reference and background checks described in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks.
- 4.3.3.** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contractor in default

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and to pursue its remedies at law and in equity, if the Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contractor's replacement Project staff.

**4.3.3.1.** The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

Paul Toomey	President/Contract Manager
Jonathan Shippee	Project Manager
Lynn Hatfield	Account Manager
Eric Harvey	Director of Product Development
Helvey Johnson	Operations Manager
Del Robinson	Quality Assurance Manager
Pamela Johnson	Senior Business Analyst
Sean Read	Senior Software Architect
Troy Deck	Systems Architect
Denis Wilson	Senior Systems/Network Administrator
Mike Johnson	Senior Database Administrator
John Marks	Senior Trainer
Boris Mzhen	Senior System Integration Analyst
Kim Howe-Thomas	Business Analyst
Jessica Wikholm	Quality Assurance Analyst – Automation Lead

**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:

William Laycock  
IT Manager  
Department of Information Technology/New Hampshire Employment  
Security  
45 S. Fruit Street, Concord, NH 03301  
Tel: 603-228-4189  
Fax: 603-229-4346  
Email: William.E.Laycock@doit.nh.gov

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**4.5. State Project Manager**

4.5.1. 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 Contractors;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Request; and
- g. Managing stakeholders' concerns.

4.5.2. The State IT Project Manager is:

William Laycock  
45 South Fruit Street  
Concord, NH 03301  
Phone: 603-228-4189  
Email: William.Laycock@doit.nh.gov

4.5.3. The State Business Project Manager is:

Dee Skinner  
ES Programs Manager  
45 South Fruit Street  
Concord, NH 03301  
Phone: 603-229-4488  
Fax: 603-229-4321  
Email: Christian.d.skinner@nhes.nh.gov

**4.6. Reference and Background Checks**

4.6.1. The Contractor shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

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4.6.2. The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results in accordance with Part 2 – Information Technology Provisions, Section 11: Use of State’s Information, and Confidentiality.

**5. DELIVERABLES**

**5.1. The Contractor’s Responsibilities**

5.1.1. The Contractor 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.

5.1.2. The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor 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**

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Part 3 – Exhibit B: Scope of Services. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable or Services. Contractor is not providing or performing experimental, developmental, or research work under this Contract.

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

After receiving written Certification from the Contractor 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 Part 3 – Exhibit B: Scope of Services. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State’s receipt of the Contractor’s written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor’s correction of the Deliverable is identified, the Contractor shall correct the

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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 the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

**5.4. Software Review and Acceptance - (Not Applicable)**

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Part 3 – Exhibit F: Testing Services.

**6. SOFTWARE**

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described in Part 3 – Exhibit B: Scope of Services and Part 3 – Exhibit J: Software Agreement.

**7. SERVICES**

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

**7.1. Administrative Services**

The Contractor shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Part 3 – Exhibit D: Administrative Services.

**7.2. Implementation Services - (Not Applicable)**

The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Part 3 – Exhibit E: Implementation Services.

**7.3. Testing Services - (Not Applicable)**

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3 – Exhibit F: Testing Services.

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**7.4. Maintenance and Support Services**

The Contractor shall provide the State with Maintenance and Support Services for the Software set forth in the Contract, and particularly described in Part 3 – Exhibit G: System Maintenance and Support.

**7.5. Warranty Services**

The Contractor shall provide the State with Warranty Services set forth in the Contract, and particularly described in Part 3 – Exhibit K: Warranty & Warranty Services.

**7.6. Training Services - (Not Applicable)**

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Part 3 – Exhibit L: Training Services.

**8. WORK PLAN DELIVERABLES**

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

**8.2.** The initial Work Plan shall be a separate Deliverable and is set forth in Part 3 – Exhibit I: Work Plan. The Contractor shall update the Work Plan as necessary, no less than every two weeks, 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 to the Work Plan must be approved by the State, in writing, prior to final incorporation into Part 3 – Exhibit I: Work Plan. The updated Part 3 – Exhibit I: Work Plan, as approved by the State, is incorporated herein by reference.

**8.3.** Unless otherwise agreed in writing by the State, changes to the Part 3 – Exhibit I: Work Plan shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

**8.4.** In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

**8.5.** In the event additional time is required by the Contractor 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 the Contractor's failure to fulfill its obligations under the Contract. To the

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extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

- 8.6. Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

**9. CHANGE ORDERS**

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

- 9.2. The Contractor 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 the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all 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.

- 9.3. All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor'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.

**10. INTELLECTUAL PROPERTY**

**10.1. Software Title – Not Applicable, See Part 3, Exhibit B Protection of Software, Ownership**

- 10.1.1. Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

- 10.1.2. In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to, Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience,

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and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

**10.2. State's Data and Property**

All rights, title and interest in State Data shall remain with the State. 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. The Contractor shall not access State user accounts or State data, except:

- a. in the course of Data center operations;
- b. in response to service or technical issues;
- c. as required by the express terms of this Contract; or
- d. at the State's written request.

**10.3. Contractor's Materials**

**10.3.1.** Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor 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 the Contractor employees or third party consultants engaged by the Contractor.

**10.3.2.** 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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**10.4. State Website Copyright**

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV, etc.>, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

Nothing in this paragraph shall grant to the State any rights to the Contractor's proprietary software licensed or accessed hereunder other than as expressly granted under this Agreement.

**10.5. Custom Software Source Code - (Not Applicable)**

In the event that the State purchases Software development Service, which results in Custom Software, the Contractor 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, and non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed Software. This section does not apply to the Contractor's proprietary Software code.

**10.6. Survival**

This Contract Agreement Part 2 – Information Technology Provisions, Section 10: Intellectual Property shall survive the termination of the Contract.

**11. USE OF STATE'S INFORMATION AND CONFIDENTIALITY**

**11.1. Use of State's Information**

In performing its obligations under the Contract, the Contractor 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). The Contractor 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 the Contractor's performance under the Contract.

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**11.2. State Confidential Information**

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

11.2.2. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving party in Breach hereof;
- b. 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;
- c. 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
- d. 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.

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

11.2.4. In the event of the unauthorized release of State Confidential Information, the Contractor 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.

**11.3. Contractor Confidential Information**

Insofar as the Contractor seeks to maintain the Confidentiality of its Confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be Confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA

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Chapter 91-A: Access to Government Records and Meetings. 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: Access to Government Records and Meetings. In the event the State receives a request for the information identified by the Contractor as Confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor 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 the Contractor, without any liability to the Contractor.

**11.4. Survival**

This Contract Agreement – Part 2 -- Information Technology Provisions, Section 11, Use of State's Information, and Confidentiality, shall survive termination or conclusion of the Contract.

**12. LIMITATION OF LIABILITY**

**12.1. 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 the Contractor shall not exceed the total Contract price set forth in Contract Agreement – Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*.

**12.2. 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.

**12.3. Contractor's Immunity**

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

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the foregoing, the limitation of liability in this Section shall not apply to Contractor's indemnification obligations set forth in Section 13 of Form P-37.

**12.4. Survival**

This Contract Agreement Part 2 – Information Technology Provisions, Section 12: Limitation of Liability shall survive termination or Contract Conclusion.

**13. TERMINATION**

**13.1. Termination for Default**

Any one or more of the following acts or omissions of the Contractor 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.

**13.1.1.** 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 the Contractor 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 the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor 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 the Contractor 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 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.
- c. 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.

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- 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 the Contractor 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 limited to the Contract Price.

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

**13.2. Termination for Convenience**

13.2.1. The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State and for the Services performed as identified in the Termination Report at Part I, P-37 General Conditions Section 9.2. 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 the Termination Report and Contract Part 3 – Exhibit C: Price and Payment Schedule, of the Contract.

13.2.2. During the thirty (30) day period, the Contractor 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.

**13.3. Termination for Conflict of Interest**

13.3.1. 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.

13.3.1.1. 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 the Contractor did not know, or reasonably did not know, of the conflict of interest.

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

**13.4. Termination Procedure**

**13.4.1.** Reserved.

**13.4.2.** After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the Service, unless a unique Data retrieval arrangement has been established as part of the SLA;
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. 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;
- d. 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 the Contractor and in which the State has an interest;
- e. During any period of Service suspension, the Contractor shall not take any action to intentionally erase any State Data;
  - i. In the event of termination of any Service or Agreement in entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of:
    - 10 days after the Effective Date of termination, if the termination is in accordance with the Contract period.
    - 30 days after the Effective Date of termination, if the termination is for convenience.
    - 60 days after the Effective Date of termination, if the termination is for cause.
- f. 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

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furnished to the State and which has been accepted or requested by the State;

- g. Provide written Certification to the State that the Contractor has surrendered to the State all said property; and
- h. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**13.4.3.** After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its Systems or otherwise in its possession or under its control:

- a. 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;
- b. The Contractor shall implement an orderly return of State Data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data;
- c. The Contractor shall securely dispose of all requested Data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State; and
- d. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

**13.5. Survival**

This Contract Agreement – Part 2 – Information Technology Provisions, Section 13: Termination shall survive termination or Contract Conclusion.

**14. CHANGE OF OWNERSHIP**

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

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**15. ASSIGNMENT, DELEGATION, AND SUBCONTRACTS**

- 15.1. The Contractor 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.
- 15.2. The Contractor 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 the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any Event of Default of the provisions of the Contract. The State shall consider the Contractor to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from the Contract.
- 15.3. Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Part 2 – Information Technology Provisions, Section 14: Change of Ownership, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

**16. DISPUTE RESOLUTION**

- 16.1. 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.
- 16.2. 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:

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16.3. 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.

<b>TABLE 16: Dispute Resolution Responsibility and Schedule Table</b>				
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>		<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Jonathan Shippee Project Manager		Dee Skinner State Business Project Manager	Five (5) Business Days
First	Paul Toomey President and Contract Manager		Sarah Morrissey	Ten (10) Business Days
Second	Paul Toomey President and Contract Manager		George Copadis Commissioner, or designee	Fifteen (15) Business Days

**17. DOIT GENERAL TERMS AND CONDITIONS**

**17.1. 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, but excluding Contractor's IP, Deliverables, and Contractor's Software (hereinafter "Information"), the Contractor 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 the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor 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 the Contractor must use utmost care to protect and keep

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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 the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That if the Contractor 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.

**17.2. 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”. The Contractor understand and agree that use of email shall follow State standard policy (available upon request).

**17.3. 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).

**17.4. Regulatory Government Approvals**

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

**18. GENERAL CONTRACT REQUIREMENTS**

**18.1. Insurance and Insurance Certificate**

Contractor shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

Comprehensive commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000.00 aggregate or excess.

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

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**18.2. Exhibits**

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

**18.3. Venue and Jurisdiction**

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

**18.4. 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 RFP Appendix H – Section H-25.12-14: Confidential Information; Part 1, P-37 General Provisions – Section 7: Personnel; Part 1, P-37 General Provisions – Section 13: Indemnification; Part 2 – Information Technology Provisions, Section 10: Intellectual Property; Part 2 – Information Technology Provisions, Section 11: Use of State’s Information and Confidentiality; Part 2 – Information Technology Provisions, Section 12: Limitation of Liability; Part 2 – Information Technology Provisions, Section 13: Termination; and Part 3 – Exhibit K: Section 2: Warranty Period which shall all survive the termination of the Contract.

**18.5. Force Majeure**

**18.5.1.** Neither the Contractor 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.

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

**18.6. Notices**

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

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<b>TABLE 18.6: Notices</b>	
<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>
Paul Toomey	Department of Employment Security c/o William Laycock
1001 Omaha Circle	45 S. Fruit Street
Palm Harbor, FL 34683	Concord, NH 03301
(727) 786-7955	(603) 228-4189
ptoomey@geosolinc.com	William.E.Laycock@doit.nh.gov

**19. DATA PROTECTION**

**19.1. Data Protection**

Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the Confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All Data obtained by the Contractor in the performance of this Contract shall become and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for Encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The State shall identify Data it deems as Non-Public Data to the Contractor. The level of protection and Encryption for all Non-Public Data shall be identified and made a part of this Contract.
- d. At no time shall any Data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

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- e. The Contractor shall not use any information collected in connection with the Service issued from this Proposal for any purpose other than fulfilling the Service.

**19.2. Data Location**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**19.3. Security Incident or Data Breach**

The Contractor shall inform the State of any Security Incident or Data Breach in accordance with NH RSA Chapter 359-C:20: *Notice of Security Breach*.

- a. Incident Response: the Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a Security Incident to the appropriate State Identified Contact immediately if it reasonably believes there has been a security incident.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any State content that is subject to applicable Data Breach notification law, the Contractor shall (1) promptly notify the appropriate State Identified Contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

**19.4. Breach Responsibilities**

This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

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- 19.4.1.** The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State Identified Contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a Security Incident.
- 19.4.2.** The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. the Contractor shall:
- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach,
  - b. promptly implement necessary remedial measures, if necessary, and
  - c. Document responsive actions taken related to the Data Breach, including any post-incident Review of events and actions taken to make changes in business practices in providing the Service, if necessary.
- 19.4.3.** Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's Breach of its Contract obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with:
- a. The investigation and resolution of the Data Breach;
  - b. Notifications to individuals, regulators or others required by State law;
  - c. A credit monitoring Service required by State (or federal) law;
  - d. A website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
  - e. Complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a.) through (d.)] subject to this Contract's limitation of liability.

**19.5. Notification of Legal Requests**

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to the Data of the State. The Contractor shall not respond to subpoenas, Service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

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**19.6. Access to Security Logs and Reports**

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

**19.7. Contract Audit**

The Contractor shall allow the State to audit conformance to the Contract terms. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

**19.8. Data Center Audit**

The Contractor shall perform an independent audit of its Data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

**19.9. Advance Notice**

The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, System changes) that may impact Service availability and performance. A major upgrade is a replacement of hardware, Software or firmware with a newer or better version in order to bring the System up to date or to improve its characteristics. It usually includes a new version number.

**19.10. Security**

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

**19.11. Non-Disclosure and Separation of Duties**

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure Agreements, and limit staff knowledge of State Data to that which is absolutely necessary to perform job duties.

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**19.12. Import and Export of Data**

The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export Data to/from other Service providers.

**19.13. Responsivities and Uptime Guarantee**

The Contractor shall be responsible for the acquisition and operation of all hardware, Software and network support related to the Services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The System shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide Service to customers as defined in the SLA.

**19.14. Right to Remove Individuals**

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

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**STATE OF NEW HAMPSHIRE**

**New Hampshire Employment Security  
Geographic Solutions, Inc.**

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**PART 3**

**INFORMATION TECHNOLOGY EXHIBITS**

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS  
EXHIBIT A – SPECIAL PROVISIONS**

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**1. SPECIAL PROVISIONS**

The terms outlined in the P-37 General Provisions are modified as set forth below:

**Debarment and Suspension**

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

**Never Contract with the Enemy**

Pursuant to 2 CFR 183.300, none of the funds received under this contract shall be provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

**Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment**

Pursuant to 2 CFR 200.216, none of the funds received under this contract or any extension shall be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**Rights to Inventions Made Under a Contract or Agreement (if applicable)**

Contractor agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Clean Air Act and the Federal Water Pollution Control Act (if applicable)**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal

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Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Byrd Anti-Lobbying Amendment (if applicable)**

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

**Davis-Bacon Act (if applicable)**

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

**Contract Work Hours and Safety Standards Act (if applicable)**

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**Stevens Amendment**

This contract is supported by the Employment and Training Administration (ETA) of the U.S. Department of Labor (USDOL) as part of awards totaling approximately \$3.5M with approximately 45% financed with nongovernmental sources.

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EXHIBIT B – SCOPE OF SERVICES**

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The general scope of the project is a license agreement for Contractor's Virtual OneStop Job Match and Labor Exchange software, including continuing maintenance and support of such software, and Workforce Innovation and Opportunity Act ("WIOA") case management software modules, which provide case management and reporting capabilities for US Department of Labor programs. The project also includes migration of NHES data to Contractor and hosting of such data for the duration of the agreement.

The contract will also allow NHES to keep up with requirements of the Federal Workforce Innovation and Opportunity Act ("WIOA") to include maintaining the ability for the transfer of information between the Job Match System and NH Unemployment Insurance System ("NHUIS") with respect to resume services and work history updates, as well as maintaining the common portal for the workforce programs.

Geographic Solutions, Inc. has been providing the JMS software services set forth below since 2009 as the developer and owner of the software and is the sole organization that is permitted to support the software in conjunction with NH DoIT.

**1. STATEMENT OF WORK**

**License Grant.** Contractor is the owner of, or has acquired rights to, Software and Documentation known as Virtual OneStop (the "Program"), consisting of sixty-three modules. For the term of this Agreement, and in consideration of the License Fees set forth in Box 1.8 of Form P-37 and Part 3 - Exhibit C: Price and Payment Schedule, Contractor hereby grants to the State, a limited, non-exclusive, nontransferable and non-assignable license to access and use the package of computer and related materials identified in Part 3 – Exhibit B: Scope of Services, Section 2.

**Scope of License.** The State may use the Program and Documentation for servicing the needs of its business only and is authorized to use, access and display the Program and Documentation on any computer that the State uses within the scope of its business, including accessing the Program and Documentation via an internet or intranet computer. The grant of this license shall not transfer or vest the State with any intellectual property rights in and to the Program and Documentation. All rights to the Program and Documentation shall remain the exclusive right of Contractor.

**User Type.** The User Type for this Agreement is State residents and employers and the staff providing them workforce development and labor market information services.

**Program Activation.** Upon execution of this Agreement by both parties, Contractor will create the PROGRAM and DOCUMENTATION for NHES and make the PROGRAM and DOCUMENTATION available for access by NHES on the World Wide Web.

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EXHIBIT B – SCOPE OF SERVICES**

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**Installation.** Contractor will install the Program on specific servers that are the property of Contractor. These servers will be accessible to the public and State staff via the Internet.

The Program will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the Program.

**Third Party Database.** The Program may access a database of businesses. The database of businesses is available through a master agreement between NHES and Infogroup, Inc. Use of the information from the database beyond that associated with the Program is prohibited without prior written consent from Infogroup, Inc. NHES shall not resell or duplicate the information contained in the Infogroup, Inc. database. NHES's authorized use of the Infogroup, Inc. databases ceases upon termination or expiration of this Agreement.

**Program Activation.** Upon receipt of the State's Notice to Proceed, Contractor will create the Program and Documentation for NHES and make the Program and Documentation available for access by NHES on the World Wide Web.

**Data Migration.** All responsibility and functionality related to hosting the system to be transitioned to Contractor and completed no later than December 31, 2021 according to a Work Plan in the format provided at Exhibits E and I, to be mutually agreed upon by the parties on or before October 3, 2021.

Work Plan shall address file transfers from New Hampshire Unemployment System ("NHUIS") database to JMS database.

Work Plan shall address compatibility of JMS database and Workforce connect Single Sign On system.

**Hosting Services.** During the term of this Agreement, Contractor shall provide hosting services for the Program to provide Internet accessibility. This service includes the provision of the equipment, facilities, hardware, software and services outlined below. Contractor reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined below at any time in its sole discretion.

The following is the proposed hosting configuration for this project:

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EXHIBIT B – SCOPE OF SERVICES**

**Hardware**

Item	Description
Application server	2-8 VMware Servers in a web-farm environment. 8 vCores, 10 GB vRAM.
Database server	2 Cisco UCS SQL Servers in an active passive Windows Cluster environment. 40 Cores, 1 TB RAM.
Reports Server	1 VMware Servers in a web-farm environment. 8 vCores, 32 GB vRAM.
Testing Server	2 VMware Servers in a web-farm environment. 4 vCores, 6 GB vRAM.
Training Server	2 VMware Servers in a web-farm environment. 4 vCores, 6 GB vRAM.
Backup Server	1 VMware Server in a web-farm environment. 4 vCores, 6 GB vRAM.
Load balancer	2 Radware Alteon load balancers in a HA configuration.
Storage System	Pure M70 or Nimble AF9000 all flash storage arrays.
Tape Drive	LTO 5 Tape Drive Array connects to a Commvault array for offsite system and data archiving.
Uninterrupted Power Supply	APC, 16KVA battery backup solution. Nine 1 MW Generack Generators. Automatically powers building if utility power goes offline.
VMware	Cisco UCS Fservers comprise the VMWare farm that hosts the virtual web servers. ESXi host servers are configured with dual Intel Xeon E5-2697 10 core processors, 768GB RAM. VMWare is used for the virtualization platform.

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Item	Description
Application server	Virtual web server instances with Microsoft Windows Server, Standard, 4-8 vCores, 8-10GB vRAM, Latest Service Packs and Updates. These servers are hosted on the VMware platform and load balanced in a Web farm using redundant Radware Alteon Application Director high availability appliances.
Database server	Cisco UCS blade servers for production Microsoft SQL Servers in an active / passive Windows Cluster environment. 40 Cores, 1TB RAM, Microsoft Windows Server, Microsoft SQL Server Enterprise Edition, Latest Service Packs and Updates. A separate reports server segregates heavy reports operations from normal real-time user activity.
Reports Server	1 virtual server with Microsoft Windows Server 8 vCores, 64GB vRAM, Latest Service Packs and Updates.
Testing Server	2 virtual web server instances with Microsoft Windows Server, Standard, 4 vCores, 16GB vRAM, Latest Service Packs and Updates. These servers are hosted on the VMware platform and load balanced in a Web farm using redundant Radware Alteon Application Director high availability appliances.
Training Server	2 virtual web server instances with Microsoft Windows Server, Standard, 4 vCores, 16GB RAM, Latest Service Packs and Updates. These servers are hosted on the VMware platform and load balanced in a Web farm using redundant Radware Alteon Application Director high availability appliances.
Backup Server	1 VMware Server with 4 vCores, 6 GB vRAM. This server is hosted on the VMware platform running Commvault Simpana backup software.
Switching	Cisco 48 port fiber switch. 8 Gbps ports with extended broadcast zoning for database host connections to the Storage Area Network (SAN).

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Item	Description
Storage System	<p>Pure Storage Flash Array SAN system that utilizes solid state flash arrays for primary database storage on SQL hosts.</p> <p>Nimble Storage Flash Array SAN system that utilizes solid state flash arrays for VMware and SQL database storage hosts.</p> <p>EMC VNX5700 SAN system with Redundant Array of Independent Disks (RAID). 300GB 15,000 RPM fiber channel hard drives connected to SQL hosts providing high performance data file storage.</p>
Tape Drive	PowerVault TL-4000 Tape Drive Array. Connects to backup server via SCSI cable. Has 2 LTO-5 tape drives and slots for 48 800Gb backup tapes.
Uninterrupted Power Supply	N+1 Battery/UPS backup that automatically picks up the load for all equipment until an alternate AC emergency power source for data center comes on line if primary power sources are lost.

**Server Software**

Item	Description
Operating System	Microsoft Windows Standard
Database	Microsoft SQL Server Enterprise
Web Service	Microsoft Internet Information Server

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**Hosting Services**

Item	Description
Access	High-speed access to the Internet for hosting the Program.
Service	Geographic Solutions has three internet service providers providing three 1 GB internet access points in each data center. The access redundancy is automatically controlled by Border Gateway Protocol (BGP).
Availability	The System will be available to users on a 24/7/365 basis. Occasional downtime for maintenance will be scheduled after normal business hours. Licensee will be notified in advance of any downtime that may be scheduled.
Remote Hosting Facility	Guaranteed roll over to our backup hosting facility in case of disaster.
System Monitoring	Geographic Solutions' Network Operations Center is staffed 24x7x365 by Geographic Solutions employees.
Disk Space	4 TB disk space allocated for the production database
Full Power backup	N+1 Battery/UPS backup that automatically picks up the load for all equipment until an alternate AC emergency power source for data center comes on line if primary power sources are lost.
Database	SQL Server Enterprise with unlimited number of users via Internet.
Service Agreement	Geographic Solutions will provide a minimum of 99.9% availability of servers for transactions exclusive of scheduled maintenance.
Uninterrupted Power Supply	N+2 Generators sized to handle the entire data center load. Automatically power the building and the data center if primary power sources go offline.

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Item	Description
Tape Backup	All the customer data hosted at the Geographic Solutions facility is backed up to digital tape. These tapes are stored in a secure fireproof facility.
Full Redundancy	The redundancy and clustering configuration used at our technical facility for hosting a large system effectively handles overload and balancing issues, ensuring 24/7 reliability and no loss of data. Servers include hardware RAID configuration for automatic backup switching and processing.

**PROTECTION OF SOFTWARE**

**Proprietary Notices.** NHES will respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any Program, Documentation, or any other output generated by the Program.

**No Reverse Engineering.** NHES agrees not to modify, reverse engineer, disassemble, or decompile the Program, or any other output generated by the Program.

**Ownership.** NHES acknowledges that Contractor is the sole and exclusive owner of the Program and Documentation, including all modifications, updates, and revisions, and all intellectual property rights therein. NHES shall not have any right, title, or interest to any Program and Documentation, including all modifications, updates, and revisions. NHES shall secure and protect all Program, Documentation, Enhancement, Error Correction, and Maintenance Modification, including all modifications, updates and revisions consistent with the maintenance of Contractor's proprietary rights therein. Any data or information input into the Program by or on behalf of NHES during the term of this Agreement will become the property of NHES and will be treated as confidential by Contractor. All other data displayed in the system, unless otherwise noted, is the sole property of Contractor and is protected under U.S. copyright law.

**COPIES.** NHES is prohibited from copying the Program and Documentation, in whole or in part, except as specifically set forth in this Agreement.

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**1.1. General Project Assumptions**

- a. The Contractor will provide project tracking tools and templates to record and manage issues, risks, Change Requests, requirements, decision sheets, and other documents used in the management and tracking of the Project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
- b. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
- c. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Part 3 - Exhibit B: *Scope of Services*, and Part 3 – Exhibit I: *Work Plan*. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the Confidentiality and integrity of State networks, Systems and Data.
- d. 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.
- e. Pricing for Deliverables set forth in Part 3 - Exhibit C: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

**2. DELIVERABLES**

See Attachment A for detailed description of Virtual OneStop and WIOA program modules included in this agreement.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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**1. PAYMENT SCHEDULE**

**1.1. Contract Type**

This is a Not to Exceed Contract. The total Contract value is indicated in Part 1, P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through the date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State on a pro-rata monthly basis for the following Activities, Deliverables, or Milestones appearing in the price and payment table below:

Price and Payment Table:

Deliverable	Term	Cost
License Agreement for JMS software	July 1, 2021 – June 30, 2022	\$269,892
License Agreement for WIOA software	July 1, 2021 – June 30, 2022	\$254,202
Hosting Services	July 1, 2021 – June 30, 2022	\$250,000
License Agreement for JMS software	July 1, 2022 – June 30, 2023	\$277,989
License Agreement for WIOA software	July 1, 2022 – June 30, 2023	\$261,828
Hosting Services	July 1, 2022 – June 30, 2023	\$257,500
License Agreement for JMS software	July 1, 2023 – June 30, 2024	\$277,989
License Agreement for WIOA software	July 1, 2023 – June 30, 2024	\$261,828
Hosting Services	July 1, 2023 – June 30, 2024	\$257,500

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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**2. 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 indicated in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

**3. TRAVEL EXPENSES**

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. The Contractor must assume all reasonable travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

**4. SHIPPING AND DELIVERY FEE EXEMPTION**

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

**5. INVOICING**

The Contractor 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. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

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**6. INVOICE ADDRESS**

Invoices shall be sent to:

New Hampshire Employment Security  
Jill Revels, Business Administrator  
45 S. Fruit Street  
Concord, NH 03301

**7. PAYMENT ADDRESS**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

**8. OVERPAYMENTS TO THE CONTRACTOR**

The Contractor 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.

**9. CREDITS**

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

**10. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

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EXHIBIT D – ADMINISTRATIVE SERVICES**

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**1. ACCESS/COOPERATION**

As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted services. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

**2. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the State, the Contractor 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. Documents must be provided in both printed and electronic format.

**3. RECORDS RETENTION AND ACCESS REQUIREMENTS**

**3.1.** The Contractor 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.

**3.2.** The Contractor 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. The Contractor 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.

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

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the expiration of the appeal period. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

- 3.4. The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor'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. ACCOUNTING REQUIREMENTS**

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

**5. WORK HOURS**

The Contractor's 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. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.

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**PART 3 – INFORMATION TECHNOLOGY EXHIBITS  
EXHIBIT E – IMPLEMENTATION SERVICES (DATA MIGRATION AND HOSTING)**

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**1. PROJECT MANAGEMENT**

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

**1.1. State Meetings and Reports**

- 1.1.1. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.
  - a. **Introductory Meeting:** Participants will include the Contractor’s Key Project Staff and State Project leaders from both NHES and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
  - b. **Kickoff Meeting:** Participants will include the State and the Contractor’s Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
  - c. **Status Meetings:** Participants will include, at the minimum, the Contractor’s Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.
  - d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
  - e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
  - f. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.
- 1.1.2. The State expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor’s responsibility.
- 1.1.3. The Contractor’s Project Manager or the Contractor’s Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this

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Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project status reports, which shall contain, 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 two (2) week period;
- e. Future activities;
- f. Issues and concerns requiring resolution; and
- g. Report and remedies in case of falling behind Schedule.

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

## **2. IMPLEMENTATION STRATEGY**

### **2.1. Key Components**

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

- a. The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

### **2.2. Timeline**

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely

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EXHIBIT E – IMPLEMENTATION SERVICES (DATA MIGRATION AND HOSTING)**

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execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

**3. IMPLEMENTATION METHODOLOGY**

The Contractor's team shall provide the consulting services for the Contract. Its approach will be included in the Work Plan for the implementation of Data Migration and Hosting.

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EXHIBIT F – TESTING SERVICES - (Not Applicable)**

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Exhibit F Not Applicable to this Contract.

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS  
EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES**

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**1. SYSTEM MAINTENANCE**

The Contractor shall maintain and support the System in all material respects as described in Part 2 – Information Technology Provisions, Section 1: Contract Documents, through the Contract end date.

**1.1. Contractor’s Responsibility**

The Contractor shall maintain the Job Match & Labor Exchange system and Workforce Innovation and Opportunity Act system software identified in Attachment A to Part 3 Exhibit B in accordance with the Contract. The Contractor will not be responsible for maintenance or support for Software developed or modified by the State.

**1.1.1. Maintenance Releases**

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

**1.1.2. Software, Interfaces, and Patches**

All Job Match Labor Exchange System program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by the Contractor as needed to meet the requirements, shall support and be compatible with the Contractor’s developed software and interfaces.

**1.1.3. Standard Agreement**

The State will adopt the Contractor’s standard maintenance Agreement modified to address terms and conditions inconsistent with State Statutes and general State Information Technology (IT) practices.

**2. SYSTEM SUPPORT**

**2.1. Contractor’s Responsibility**

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

**2.2 System Support and Maintenance Levels**

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EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES**

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

Code Red	Error on page with no content or missing content
Critical	Business process or data error with no workaround
High	Business process or data error with workaround
Medium	Change or fix requested for the current version
Low	Change or fix requested for future or current version

**2.2.1 For Code Red and Critical Deficiencies**, Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, at a minimum, 8:00 am to 5:00 pm, Monday through Friday with an email/telephone response with a plan of corrective action within two (2) hours of request.

**2.2.2 For High Deficiencies** the State will notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action;

**2.2.3 Medium and Low Deficiencies** the State will notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within forty-eight (48) hours of notification of planned corrective action;

**3. SUPPORT OBLIGATIONS AND TERM**

- 3.1. The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.
- 3.2. The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.
- 3.3. For all maintenance service calls, the Contractor shall ensure the following information will be collected and maintained:
  - a. Nature of the Deficiency;
  - b. Current status of the Deficiency;

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- c. Action plans, dates, and times;
  - d. Expected and actual completion time;
  - e. Deficiency resolution information;
  - f. Resolved by;
  - g. Identifying number (i.e. work order number);
  - h. Issue Identified by; and
- 3.4. The Contractor must work with the Department to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
  - a. Mean time between reported Deficiencies with the Software;
  - b. Diagnosis of the root cause of the problem; and
  - c. Identification of repeat Software problems.
- 3.5. Contractor shall agree to maintain, repair, and correct deficiencies in the Software, including but not limited to the individual modules or functions, at no additional cost to the State, in accordance with the Support and Maintenance terms and requirements, including without limitation, correcting all Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective, or deficient Software and documentation.
- 3.6. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 – Information Technology Provisions - Section 13.1: Termination for Default, as well as to return the Contractor’s product and receive a refund for all amounts paid to the Contractor pursuant to Part 3, Exhibit K, Section 1.2, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State’s refund request.
- 3.7. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1, P-37 General Provisions - Section 8: Event of Default/Remedies.

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EXHIBIT I – WORK PLAN – To Be Agreed Upon**

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The Contractor's Project Manager and the State Project manager shall create the preliminary Work Plan within ten (10) calendar days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan within 90 days of the Effective Date of the Contract. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan and shall utilize agreed upon project management software to support the ongoing management of the Project.

**1. ASSUMPTIONS**

**1.2. General**

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

**1.3. Logistics**

- a. If the Contractor's Team needs to perform this Project at State facilities, then office space will be made available at no cost to the Contractor.

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**PART 3 – INFORMATION TECHNOLOGY EXHIBITS  
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- b. The Contractor's Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- c. The Contractor's Team shall honor all holidays observed by the Contractor or the State, although with permission, may choose to work on holidays and weekends.
- d. The State shall provide adequate facilities for the Contractor's Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the Contractor's Team and shall be available when the Project begins.

**1.4. Project Management**

- a. The State shall approve the Project Management Methodology used for the Project.
- b. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- c. A Project folder created within the State System shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- d. The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

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**1.5. Technical Environment and Management**

- a. The Contractor is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- b. The Contractor shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of six (6) instances of the applications (instances include: configuration, development, system/integration testing, Acceptance Testing, training, and production). All instances shall be installed on similar hardware configurations and operating system.
- c. The Contractor team shall implement Release XX, Version XXX applications.
- d. The Contractor will lead an effort, including the State of New Hampshire Operations Team, to identify the hardware requirements for the development, test and production environments. The Contractor shall satisfy those hardware requirements prior to the Contractor and State of New Hampshire teams building of the environment.
- e. Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

**1.6. Conversions - (Not Applicable)**

The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications.

Additionally, the Contractor's Team shall:

- a. Provide the State with Contractor's application Data requirements and examples, of Data mappings, conversion scripts, and Data loaders. The Contractor's Team shall identify the APIs the State should use in the design and development of the conversion.
- b. Provide guidance and assistance with the use of the Data loaders and conversion scripts provided.
- c. Lead the Review of functional and technical Specifications.

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- d. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

**1.7. Project Schedule**

Transfer of Hosting Services is planned to begin on October 5, 2021, with a planned go-live date of January 1, 2022.

**1.8. Reporting**

The Contractor shall conduct bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

**1.9. User Training**

- a. The Contractor's Team shall lead the development of the end-user training plan.
- b. Train the trainer approach shall be used for the delivery of end-user training.
- c. The State is responsible for the delivery of end-user training.
- d. The State shall Schedule and track attendance on all end-user training classes.

**2. CONTRACTOR ROLES AND RESPONSIBILITIES**

**2.1. Contractor's Team Project Executive**

The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

**2.2. Contractor's Team Project Manager**

The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor's Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

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- a. Maintain communications with the State’s Project Manager;
- b. Work with the State in planning and conducting a kick-off meeting;
- c. Create and maintain the Work Plan;
- d. Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- e. Define roles and responsibilities of all the Contractor Team members;
- f. Provide weekly and monthly update progress reports to the State Project Manager;
- g. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- h. Review task progress for time, quality, and accuracy in order to achieve progress;
- i. Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- j. Implement scope and schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- k. Inform the State Project Manager and staff of any urgent issues if and when they arise;
- l. Provide the State completed Project Deliverables and obtain sign-off from the State’s Project Manager;
- m. Manage handoff to the Contractor operational staff;
- n. Manage Transition Services as needed.

**2.3. Contractor’s Team Analysis**

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team’s understanding of the State business requirements by application, and perform business requirements mapping:

- a. Construct and confirm application test case scenarios;

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- b. Produce application configuration definitions and configure the applications;
- c. Conduct testing of the configured application;
- d. Produce functional Specifications for extensions, conversions, and interfaces;
- e. Assist the State in the testing of extensions, conversions, and interfaces;
- f. Assist the State in execution of the State’s Acceptance Test;
- g. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- h. Assist with the correction of configuration problems identified during System, integration and Acceptance Testing; and
- i. Assist with the transition to production.

**2.4. Contractor’s Team Tasks**

The Contractor team shall assume the following tasks:

- a. Development and Review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- b. Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- c. Development and Documentation of installation procedures;
- d. Development and execution of unit test scripts;
- e. Unit testing of conversions and interfaces developed; and
- f. System Integration Testing.

**3. STATE ROLES AND RESPONSIBILITIES**

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts’ time will vary based on the need determined by the State Leads and the phase of the Implementation.

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**3.1. State Project Manager**

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

- a. Plan and conduct a kick-off meeting with assistance from the Contractor's team;
- b. Assist the Contractor's Project Manager in the development of a detailed Work Plan;
- c. Identify and secure the State Project Team members in accordance with the Work Plan;
- d. Define roles and responsibilities of all State Project Team members assigned to the Project;
- e. Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- f. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- g. Inform the Contractor's Project Manager of any urgent issues if and when they arise;
- h. Assist the Contractor's team staff to obtain requested information if and when required to perform certain Project tasks;
- i. Manage handoff to State operational staff; and
- j. Manage State staff during Transition Services as needed.

**3.2. State Subject Matter Expert(s) (SME)**

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

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- a. Be the key user and contact for their Agency or Department;
- b. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- c. Assist in validating and documenting user requirements, as needed;
- d. Assist in mapping business requirements;
- e. Assist in constructing test scripts and Data;
- f. Assist in System Integration, and Acceptance Testing;
- g. Assist in performing conversion and integration testing and Data Verification;
- h. Attend Project meetings when requested; and
- i. Assist in training end users in the use of the Contractor's Software Solution and the business processes the application supports.

**3.3. State Technical Lead and Architect**

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- a. Attend technical training as necessary to support the Project;
- b. Assist the State and the Contractor's Team Project Managers to establish the detailed Work Plan;
- c. Manage the day-to-day activities of the State's technical resources assigned to the Project;
- d. Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- e. Work with the Contractor's Technical Lead and the State's selected hardware Contractor to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- f. Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- g. Represent the technical efforts of the State at monthly Project meetings.

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**3.4. State Application DBA (DoIT)**

- a. The role of the State Application DBA(s) is to work closely with the Contractor's Team to install and maintain the Application environments throughout the duration of the Project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the Implementation Project:
- b. Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- c. Work with the Contractor to finalize machine, site, and production configuration;
- d. Work with the Contractor to finalize logical and physical database configuration;
- e. Work with the Contractor to install the Contractor's tools, and Contractor's Applications for the development and training environment;
- f. Work with the Contractor to clone additional application instances as needed by the application teams;
- g. Work with the Contractor upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- h. Work with the Contractor and the Application teams to establish and manage an instance management plan throughout the Project;
- i. Work with the Contractor to establish and execute backup and recovery procedures throughout the Project;
- j. Manage Operating System adjustments and System Maintenance to maintain system configurations and Specifications;
- k. Work with the Application Teams to manage the availability of Application instances throughout the Project;
- l. Perform routine Contractor Application monitoring and tuning;
- m. Work with the Contractor to define and test Application security, backup and recovery procedures; and

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- n. Assume responsibility for the database administration functions, upon transfer of the Application to the State’s hardware platform.
- o. Develop and maintain role-based security as defined by the Application Teams;
- p. Establish new Contractor Application user Ids; and
- q. Configure menus, request groups, security rules, and custom responsibilities.

**3.5. State Network Administrator (DoIT)**

- a. The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:
  - a. Assess the ability of the State’s overall network architecture and capacity to adequately support implemented applications;
  - b. Establish connections among the database and application servers; and
  - c. Establish connections among the desktop devices and the Application and database servers.

**3.6. State Testing Administrator**

The State’s Testing Administrator will coordinate the State’s testing efforts. Responsibilities include:

- a. Coordinating the development of System, integration, performance, and Acceptance Test plans;
- b. Coordinating System, integration, performance, and Acceptance Tests;
- c. Chairing test Review meetings;
- d. Coordinating the State’s team and external third parties involvement in testing;
- e. Ensuring that proposed process changes are considered by process owners;
- f. Establish priorities of Deficiencies requiring resolution; and
- g. Tracking Deficiencies through resolution.

**4. SOFTWARE APPLICATION**

Software required for the Contractor to perform the activities of the Contract:

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**5. CONVERSIONS – To be completed with the final Work Plan**

The following table identifies the planned conversions within the scope of this Contract.

<b>TABLE 5.: Planned Conversions</b>			
<b><u>CONVERSION</u></b>	<b><u>COMPONENTS</u></b>	<b><u>LEAD RESPONSIBILITY</u></b>	<b><u>DESCRIPTION</u></b>

**6. Conversion Testing Responsibilities**

- a. The Contractor’s Team and the State, based on their assigned conversion responsibilities, as set forth in Part 3 - Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- b. The Contractor’s Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- c. The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy Systems for use by the conversion processes.
- d. The Contractor’s Team and the State, based on their assigned conversion responsibilities, shall develop and Unit Test their assigned conversions.

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- e. The State and the Contractor’s Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- f. The State and the Contractor’s Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

**7. INTERFACES – To be completed with the final Work Plan**

Interfaces shall be implemented in cooperation with the State. The following Table identifies the interfaces within the scope of this Contract and their relative assignment.

<b>TABLE 7: In Scope Interfaces</b>			
<u>INTERFACE</u>	<u>COMPONENTS</u>	<u>LEAD RESPONSIBITIY</u>	<u>DESCRIPTION</u>

**7.1. Interface Responsibilities**

- a. The Contractor’s Team shall provide the State Contractor Application Data requirements and examples, of Data mappings and interfaces implemented on other Projects.
- b. The Contractor’s Team shall identify the APIs the State should use in the design and development of the interface.
- c. The Contractor’s Team shall lead the State with the mapping of legacy Data to the Contractor Application.

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- d. The Contractor’s Team shall lead the Review of functional and technical interface Specifications.
- e. The Contractor’s Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- f. The Contractor’s Team shall document the functional and technical Specifications for the interfaces.
- g. The Contractor’s Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- h. The Contractor’s Team shall develop and Unit Test the interface.
- i. The State and the Contractor’s Team shall jointly verify and validate the accuracy and completeness of the interface.
- j. The State is responsible for documenting the procedures required to run the interfaces in production.
- k. The State shall document the technical changes needed to legacy Systems to accommodate the interface.
- l. The State shall develop and test all legacy application changes needed to accommodate the interface.
- m. The State and the Contractor’s Teams shall jointly construct test scripts and create any Data needed to support testing the interfaces.
- n. The State is responsible for all Data extracts and related formatting needed from legacy Systems to support the interfaces.
- o. The State is responsible for the scheduling of interface operation in production.

**8. APPLICATION MODIFICATION**

To more fully address the State’s requirements, the Contractor’s Team shall implement the following application modifications. The following table identifies the modifications that are within the scope of this Contract.

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<b>TABLE 8.: Application Modifications (Contractor Developed)</b>		
<u>REQUIREMENT</u>	<u>COMPONENTS</u>	<u>DESCRIPTION</u>

**9. PRELIMINARY WORK PLAN**

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

<b>TABLE 9.: High Level Preliminary NH Project Plan</b>			
<u>TASK NAME</u>	<u>DURATION</u>	<u>START</u>	<u>FINISH</u>
Data Migration	6 months	TBD	December 31, 2021

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The terms outlined in the Software Agreement are set forth below:

LICENSE GRANT. Contractor hereby grants to the State, a limited, non-exclusive, nontransferable and non-assignable license to access and use the package of computer and related materials identified in Part 3 – Exhibit B: Scope of Services, Section 2.

**1. SOFTWARE TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

**2. RESTRICTIONS**

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

- a. Remove or modify any program markings or any notice of the Contractor'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.

**3. VIRUSES**

The Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for Viruses. Contractor shall also maintain a master copy of the appropriate versions of the Software, free of Viruses.

**4. AUDIT**

Upon forty-five (45) days written notice, the Contractor may audit the State's use of the programs at the Contractor's sole expense. The State agrees to cooperate with the Contractor's audit and provide reasonable assistance and access to information. The State agrees that the Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, the Contractor's audit rights are subject to applicable State and federal laws and regulations.

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**5. SOFTWARE NON-INFRINGEMENT**

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any all component parts thereof such as third party Software or programs that may be embedded in the Software (“Contracted Resources”) provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third-party.

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

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

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

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

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**6. CONTROL OF ALL COMPONENT ELEMENTS**

Contractor acknowledges and agrees that it is responsible for maintaining all Licenses or permissions to use any third-party Software, equipment, or Services that are component parts of any Deliverable provided under this Agreement for the entire term of the Contract. Nothing within this provision shall be construed to require Contractor to maintain Licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's Deliverables.

**7. CUSTOM SOURCE CODE (Not Applicable)**

Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, 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.

**8. SOFTWARE ESCROW**

Contractor agrees to place the Software's source code in Escrow pursuant to an Escrow agreement where upon the occurrence of a Release Event (as identified below) the source code will be delivered to the State.

Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- a. The Contractor has made an assignment for the benefit of creditors;
- b. The Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind that has not been dismissed within forty-five (45) days of the filing of the action;
- c. A receiver or similar officer has been appointed to take charge of all or part of the Contractor's assets; or
- d. The Contractor terminates its maintenance, operations, and support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- e. The Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon the occurrence of a Release Event, the Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code for the

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remainder of the Term, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of the Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

The Contractor agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the source code to the State, including all related reasonable administrative expenses.

Notwithstanding the foregoing: (a) upon the delivery of the source code under a Release Event, Contractor shall remain the sole and exclusive owner in and to the source code, including all modifications and derivatives thereof; and (2) the occurrence of a Release Event will not result in the release or delivery of the source code to State if Contractor's successor or assign consented to by the State assumes full responsibility to perform under this Contract.

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**1. WARRANTIES**

**1.1. System**

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

**1.2. Software**

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

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

- a. the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license for the twelve (12) months immediately preceding the date of Contractor's failure to correct the breach of warranty, and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services; or
- c. if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor during the twelve (12) months immediately preceding the date of Contractor's failure to correct the deficient Services.

**1.3. Non-Infringement**

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

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State of NH Contract

Date: 6/17/2021

Contractor's Initials: PT

**New Hampshire Employment Security  
Geographic Solutions Contract  
NHES – Contract 2021-07  
PART 3 – INFORMATION TECHNOLOGY EXHIBITS  
EXHIBIT K – WARRANTY & WARRANTY SERVICES**

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**1.4. Viruses; Destructive Programming**

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

**1.5. Compatibility**

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

**1.6. Services**

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

**1.7. Personnel**

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

**1.8. Breach of Data**

Unless directly caused by the negligent or intentional act(s) of NHES or its employees(s), the Contractor shall be solely liable for costs associated with any breach of State Data housed at their location(s), including but not limited to notification and any damages assessed by the courts, subject to the provisions of Part 2, Section 12.3.

**1.9. Disclaimer of Warranties**

Excluding the Warranties set forth herein, Contractor disclaims all implied warranties.

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State of NH Contract

Date: 6/17/2021

Contractor's Initials: PT

**New Hampshire Employment Security  
Geographic Solutions Contract  
NHES – Contract 2021-07  
PART 3 – INFORMATION TECHNOLOGY EXHIBITS  
EXHIBIT K – WARRANTY & WARRANTY SERVICES**

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**2. WARRANTY PERIOD**

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect in for the duration of the applicable statute of limitation for such claims.

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State of NH Contract

Date: 6/17/2021

Contractor's Initials: PT

**New Hampshire Employment Security  
Geographic Solutions Contract  
NHES – Contract 2021-07  
PART 3 – INFORMATION TECHNOLOGY EXHIBITS  
EXHIBIT L – TRAINING SERVICES**

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**Exhibit L Not Applicable to this Contract.**

*Remainder of this page intentionally left blank*

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State of NH Contract

Date: 6/17/2021

Contractor's Initials: PT

**New Hampshire Employment Security  
Geographic Solutions Contract  
NHES – Contract 2021-07  
PART 3 – INFORMATION TECHNOLOGY EXHIBITS  
EXHIBIT O – CERTIFACTES AND ATTACHMENTS**

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- 1. CERTIFICATES AND ATTACHMENTS**
  - a. Contractor's Certificate of Good Standing
  - b. Contractor's Certificate of Vote/Authority
  - c. Contractor's Certificate of Insurance

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State of NH Contract

Date: 6/17/2021

Contractor's Initials: PT

# Geographic Solutions

## Virtual OneStop® License Agreement



Copyright © 2021 by Geographic Solutions, Inc. All rights reserved.

Trademarks and Acknowledgements:

Virtual OneStop®, Virtual LMI®, VOSGreeter®, VOScan®, VOSJobs®, Virtual Recruiter®, Reemployment Exchange®(REX), Geographic Solutions Unemployment System (GUS)®, and America's Labor Market Analyzer (ALMA)® are trademarks of Geographic Solutions, Inc. Other names and brands may be trademarks of their respective owners.

# VIRTUAL ONESTOP<sup>®</sup> END-USER SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made by and between GEOGRAPHIC SOLUTIONS, INC., a Florida corporation, with offices at 1001 Omaha Circle, Palm Harbor, Florida 34683 ("GEOGRAPHIC SOLUTIONS") and New Hampshire Employment Security, 45 South Fruit Street, Concord, NH 03301 ("LICENSEE") (collectively, the "PARTIES").

WITNESSETH:

WHEREAS, GEOGRAPHIC SOLUTIONS is the owner of, or has acquired rights to, certain Software and Documentation known as the PROGRAM which is the subject of this License Agreement (the "PROGRAM");

WHEREAS, LICENSEE desires access and use of the PROGRAM; and

WHEREAS, GEOGRAPHIC SOLUTIONS desires to grant to LICENSEE and LICENSEE desires to obtain from GEOGRAPHIC SOLUTIONS a non-exclusive limited right to access and use the PROGRAM and related documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

**1. DEFINITIONS.** In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

**1.1 DELIVERY.** A PROGRAM module will be considered to be DELIVERED to LICENSEE when it is made available to LICENSEE via the World Wide Web.

**1.2 DOCUMENTATION** means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by LICENSEE under separate agreement with GEOGRAPHIC SOLUTIONS.

**1.3 ENHANCEMENTS** shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to

PROGRAM and related DOCUMENTATION, including all new RELEASES, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.

**1.4 BASIC ENHANCEMENTS** mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.

**1.5 MAJOR ENHANCEMENTS** means changes or additions to the PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to GEOGRAPHIC SOLUTIONS' customers without separate charge.

**1.6 ERROR** is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.

**1.7 ERROR CORRECTION** is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM substantially within its specifications, procedure, or routine.

**1.8 HOST SERVERS** are the specific servers that are the property of GEOGRAPHIC SOLUTIONS. These GEOGRAPHIC SOLUTIONS servers will be accessible to the public and staff of LICENSEE via the Internet.

**1.9 MAINTENANCE MODIFICATIONS** are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new RELEASES of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

**1.10 PROGRAM** is privately funded restricted computer software composed of the GEOGRAPHIC SOLUTIONS Virtual OneStop<sup>®</sup> Program Modules listed in Exhibit "A" attached hereto collectively referred to as the PROGRAM including any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereto and updates thereof furnished by GEOGRAPHIC SOLUTIONS.

**1.11 PROGRAM ACTIVATION DATE** is the earliest date that the PROGRAM is available to the LICENSEE via the World Wide Web.

**1.12 QUALIFIED PRIMARY CONTACT** means the individual designated by LICENSEE for all technical support communications with GEOGRAPHIC SOLUTIONS. LICENSEE'S designee shall be an experienced and trained user.

**1.13 REGULAR BUSINESS HOURS** are between 8.00 a.m. and 5.00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled national and business holidays.

**1.14 RELEASE** is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.

**1.15 SERVICE AREA** is the limited region in which the PROGRAM will be used to provide services to the residents of that specific area.

**1.16 STANDARD REPORTING PROCEDURE** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to [techsupport@geosolinc.com](mailto:techsupport@geosolinc.com).

- 1.17 LICENSEE** is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of licensing the PROGRAM.
- 1.18 LICENSE FEES.** As consideration for the LICENSE granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in Exhibit "A".
- 1.19 USER TYPE** is the population of individuals which the PROGRAM will provide services to.
- 1.20 WORKFORCE INFORMATION DATABASE** is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.
- 2. ACCEPTANCE.** A PROGRAM module will be deemed to be accepted by LICENSEE when: (a) an authorized representative of the LICENSEE signs a GEOGRAPHIC SOLUTIONS Acceptance Certificate, as identified in Exhibit "D", stating that the PROGRAM module has been accepted; (b) the PROGRAM module is accessible by LICENSEE and has been operating on the HOST SERVERS without a significant reported and reproducible ERROR for a period of fifteen (15) calendar days; or (c) within fifteen (15) calendar days of receiving an Acceptance Certificate, LICENSEE does not return the Certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection. Acceptance by LICENSEE shall not be unreasonably withheld.
- 3. LICENSE GRANT.** For the Term of this Agreement and in consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTIONS hereby grants to LICENSEE a limited, non-exclusive, nontransferable and non-assignable license to access and use the package of computer and related materials identified in Exhibit "A" for the SERVICE AREA and USER TYPE. The computer and related materials identified in Exhibit "A" shall constitute the PROGRAM.
- 4. SCOPE OF LICENSE.** LICENSEE may use the PROGRAM and DOCUMENTATION for servicing the needs of its business only and is authorized to use, access and display the PROGRAM and DOCUMENTATION on any computer that LICENSEE uses within the scope of its business, including accessing the PROGRAM and DOCUMENTATION via an internet or intranet computer. The grant of this license shall not transfer or vest LICENSEE with any intellectual property rights in and to the PROGRAM and DOCUMENTATION. All rights to the PROGRAM and DOCUMENTATION shall remain the exclusive right of GEOGRAPHIC SOLUTIONS.
- 5. SERVICE AREA.** The SERVICE AREA for this Agreement is the State of New Hampshire and 50 miles outside the border.
- 6. USER TYPE.** The USER TYPE for this Agreement is residents and employers in the SERVICE AREA and the staff providing them workforce development and labor market information services. Certain labor market and employer data will only be available for the SERVICE AREA. Individuals from outside the service area will be able to access services for the purposes of career and job search in the SERVICE AREA. The PROGRAM will only allow employers to post jobs within the SERVICE AREA.

- 7. INSTALLATION.** GEOGRAPHIC SOLUTIONS will install the PROGRAM on the HOST SERVERS. GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.
- 8. EFFECTIVE DATE** This Agreement shall become effective as of 07/01/2020.
- 9. TERM OF AGREEMENT.** The initial term of this Agreement shall be twelve (12) months from the EFFECTIVE DATE as defined herein and shall automatically renew thereafter for subsequent terms of one (1) year (“Extended Term”) provided that at the time of automatic renewal, LICENSEE is not in default of any provision of this Agreement. Either party may opt out of the automatic renewal and terminate any subsequent Extended Term by providing a signed written notice of termination that is received by the other party at least thirty (30) calendar days before the automatic renewal of any Extended Term.
- 10. TERMINATION.** LICENSEE may terminate this Agreement at any time by providing GEOGRAPHIC SOLUTIONS written notice of termination with full payment of all LICENSE FEES set forth in Exhibit “A.” GEOGRAPHIC SOLUTIONS may, at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use under this Agreement, if LICENSEE fails to timely pay all LICENSE FEES under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS may at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use if LICENSEE fails to fulfill its obligations under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. Upon such termination by GEOGRAPHIC SOLUTIONS, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS the PROGRAM and all copies and portions thereof. This Agreement and all services will be terminated immediately upon the modification of the PROGRAM by LICENSEE, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS.
- 11. THIRD PARTY DATABASE.** The PROGRAM may access a database of businesses. The database of businesses is available through a master agreement between the Connecticut Department of Labor and Infogroup, Inc. Use of the information from the database beyond that associated with the PROGRAM is prohibited without prior written consent from Infogroup, Inc. LICENSEE shall not resell or duplicate the information contained in the Infogroup, Inc. database. LICENSEE’S authorized use of the Infogroup, Inc. database ceases upon termination or expiration of this Agreement.
- 12. PUBLICITY.** LICENSEE agrees that GEOGRAPHIC SOLUTIONS will be acknowledged as the developer in any reference material and advertising released by LICENSEE regarding the PROGRAM. All credits and acknowledgements will include: “Software Developed by Geographic Solutions, Inc. •, Palm Harbor Florida, (727) 786-7955.” The PROGRAM will include a link to the main GEOGRAPHIC SOLUTIONS web site at [www.geosolinc.com](http://www.geosolinc.com). LICENSEE agrees that no advertising will be placed on any Internet website created using the PROGRAM without the express prior written approval of GEOGRAPHIC SOLUTIONS.
- 13. HIRING.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS will provide a valuable service by identifying and assigning personnel to LICENSEE. LICENSEE further acknowledges that LICENSEE would receive substantial additional value, and GEOGRAPHIC SOLUTIONS would be deprived of the benefits

of its work force, if LICENSEE were to directly hire GEOGRAPHIC SOLUTIONS' personnel after they have been introduced to LICENSEE by GEOGRAPHIC SOLUTIONS. Without the prior written consent of GEOGRAPHIC SOLUTIONS, LICENSEE shall not recruit or hire any personnel of GEOGRAPHIC SOLUTIONS who are or have been assigned to perform work for LICENSEE, without the prior written consent of GEOGRAPHIC SOLUTIONS, for a period of one (1) year after termination of this Agreement.

- 14. PROGRAM ACTIVATION.** Upon execution of this Agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM and DOCUMENTATION for LICENSEE and make the PROGRAM and DOCUMENTATION available for access by LICENSEE on the World Wide Web.
- 15. FEES AND PAYMENT.** LICENSEE shall pay the LICENSE FEES and other associated fees identified in Exhibit "A" pursuant to the payment plan identified in Exhibit "B". LICENSEE shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the use of the PROGRAM or DOCUMENTATION hereunder. LICENSEE'S failure to pay the full balance of LICENSE FEES within thirty (30) days from the date in which such fees are due shall give rise to GEOGRAPHIC'S SOLUTIONS' termination rights under Section 10 of this Agreement. GEOGRAPHIC SOLUTIONS shall charge eight percent (8%) per year interest on all fees over thirty (30) days past due.
- 16. SUPPORT AND MAINTENANCE.** During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:
- 16.1. TELEPHONE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority telephone support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.
  - 16.2. FAX SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority fax support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.
  - 16.3. E-MAIL SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority E-mail support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.
  - 16.4. ONLINE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority online support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.
  - 16.5. ERROR CORRECTION.** GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct verifiable and reproducible over the Internet ERRORS when reported to GEOGRAPHIC SOLUTIONS in accordance with its STANDARD REPORTING PROCEDURES. The ERROR CORRECTION, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the ERROR CORRECTION.
  - 16.6. RELEASES.** GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to LICENSEES who have

agreement for support and maintenance in effect. GEOGRAPHIC SOLUTIONS shall provide LICENSEE access to the new RELEASE of the PROGRAM covered by support and maintenance, without additional charge. RELEASES are cumulative; therefore LICENSEE is required to use each new RELEASE as it becomes available.

**16.7. DIGITAL MAP CHANGES.** GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes. GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.

**16.8. CODE CHANGES RESULTING FROM WID DATABASE STRUCTURE CHANGES.** GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the PROGRAM to incorporate changes that result from revisions to tables in the WID DATABASE structure on which the PROGRAM operates. WID DATABASE changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration. GEOGRAPHIC SOLUTIONS in its sole discretion will designate modifications resulting from WID DATABASE changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a change in a field name may be considered a minor change and the introduction of a new WID DATABASE table structure may be considered a major change.

All such error corrections, bug fixes, patches, updates, New Releases, or other modifications shall be the sole property of GEOGRAPHIC SOLUTIONS.

## **17. SUPPORT RESPONSE AND RESOLUTION TIME.**

**17.1. Support Response Time.** GEOGRAPHIC SOLUTIONS will take action on any support issue raised by LICENSEE within forty-eight (48) hours of its receipt of notice from LICENSEE of such issue. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in significantly less than forty-eight (48) hours.

**17.2. Support Resolution Time.** The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by LICENSEE will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer.

**18. MAJOR ENHANCEMENTS.** GEOGRAPHIC SOLUTIONS may, from time to time, make available major ENHANCEMENTS to LICENSEE for an additional charge.

**19. ADDITIONAL ENHANCEMENTS.** LICENSEE may, from time to time, request that GEOGRAPHIC SOLUTIONS incorporate certain features, enhancements or modifications into the PROGRAM. GEOGRAPHIC SOLUTIONS may, in its sole discretion, undertake to incorporate such changes and distribute the PROGRAM so modified to LICENSEE.

**20. BACK LEVEL SUPPORT.** GEOGRAPHIC SOLUTIONS will provide support and maintain previous versions and RELEASES of the PROGRAM for a period not to exceed 45 days from the date RELEASE is made available to LICENSEE.

**21. EXCEPTIONS.** The following matters are not covered by this agreement:

- 21.1.** Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;
- 21.2.** Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;
- 21.3.** Any problem resulting from programming software other than the PROGRAM;
- 21.4.** Any problem caused by, or issues associated with third-party software utilities, operating systems and database software that may be utilized by the Program. This includes, but is not limited to, MapObjectsLT®, ASPEmail®, Polarspellchecker®, CKEditor®, Corda PopChart®, Corda Highwire®, Infragistics®, Sovren Resume Parser®, Visifire®, Dotimage®, Web TWAIN®, Microsoft® Internet Information Server®, Microsoft Silverlight®, Adobe Flash®, Adobe Acrobat® and Microsoft SQL Server®;
- 21.5.** Any problem resulting from the combination of the PROGRAM with such other programming or equipment to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS;
- 21.6.** LICENSEE will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. In addition, LICENSEE is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.

**22. HOSTING SERVICES.** During the term of this Agreement GEOGRAPHIC SOLUTIONS shall provide hosting services for the PROGRAM to provide Internet accessibility. This service includes the provision of the equipment, facilities, hardware, software and services outlined in EXHIBIT C. GEOGRAPHIC SOLUTIONS reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined in EXHIBIT C at any time in its sole discretion.

## 23. LICENSEE'S OBLIGATION

**23.1 Cooperation.** LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

**23.2 Qualified Primary Contact.** LICENSEE shall designate the QUALIFIED PRIMARY CONTACT. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS' Software Administrator Training. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM. LICENSEE may change the QUALIFIED PRIMARY CONTACT by providing prior written notice to GEOGRAPHIC SOLUTIONS.

## 24. PROTECTION OF SOFTWARE

**24.1 Proprietary Notices.** LICENSEE will respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any PROGRAM, DOCUMENTATION, or any other output generated by the PROGRAM.

**24.2 No Reverse Engineering.** LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the PROGRAM, or any other output generated by the PROGRAM

**24.3 Ownership.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS is the sole and exclusive owner of the PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions, and all intellectual property rights therein. LICENSEE shall not have any right, title, or interest to any PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions. LICENSEE shall secure and protect all PROGRAM, DOCUMENTATION, ENHANCEMENT, ERROR CORRECTION, and MAINTENANCE MODIFICATION, including all modifications, updates and revisions consistent with the maintenance of GEOGRAPHIC SOLUTIONS' proprietary rights therein. Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the term of this Agreement will become the property of the LICENSEE and will be treated as confidential by GEOGRAPHIC SOLUTIONS. All other data displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

## 25. CONFIDENTIALITY

**25.1. Acknowledgement.** LICENSEE hereby acknowledges and agrees that the PROGRAM and DOCUMENTATION, including all modifications, updates and revisions, constitute and contain valuable proprietary products and trade secrets of GEOGRAPHIC SOLUTIONS, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE shall treat (and take precautions to ensure that its employees treat)

the PROGRAM and DOCUMENTATION, including all modifications, updates and revisions, as confidential in accordance with the confidentiality requirements and conditions set forth below.

**25.2. Maintenance of Confidential Information.** LICENSEE shall not, at any time, disclose or disseminate any confidential information to any person, firm or organization that does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. LICENSEE shall not disclose confidential information to any employee or agent of LICENSEE who does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to other non- parties to this Agreement of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (4) have been known otherwise by the recipient before communication by the disclosing party; or (5) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

**25.3. Injunctive Relief.** LICENSEE acknowledges that the unauthorized use, transfer or disclosure of the PROGRAM, DOCUMENTATION, data and all modifications, updates and revisions, or copies thereof will: (1) substantially diminish the value to GEOGRAPHIC SOLUTIONS of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render GEOGRAPHIC SOLUTIONS' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If LICENSEE breaches any of its obligations with respect to the use or confidentiality of the PROGRAM, DOCUMENTATION, data and all modifications, updates and revisions, GEOGRAPHIC SOLUTIONS shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

## 26. WARRANTIES

**26.1. Limited Warranty.** GEOGRAPHIC SOLUTIONS represents and warrants to LICENSEE that for the term of this agreement (referred to as the "WARRANTY PERIOD"), the PROGRAM when properly used by LICENSEE, will perform substantially to the PROGRAM'S functional specifications. During the WARRANTY PERIOD, if any reproducible ERROR in the PROGRAM appears, for which GEOGRAPHIC SOLUTIONS is responsible, GEOGRAPHIC SOLUTIONS shall employ prompt, commercially reasonable efforts to correct or cure such ERROR at no additional charge to LICENSEE. However, GEOGRAPHIC SOLUTIONS, is not obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) the PROGRAM has been misused or damaged in any respect; or (2) GEOGRAPHIC SOLUTIONS has not been notified, in writing, of the existence and nature of such ERROR promptly upon discovery The foregoing warranty shall apply only to the most current version of the PROGRAM issued by

GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the PROGRAM. GEOGRAPHIC SOLUTIONS is not responsible for obsolescence of the PROGRAM that may result from changes in LICENSEE'S requirements.

**26.2. *Third party data.*** LICENSEE acknowledges that the PROGRAM may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS makes no representations concerning this information or regarding the quality or acceptability of the data, products or services offered by the companies or providers referenced at these sites, or whether any permission or agreement may be required by LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.

**26.3. *Data Loss*** LICENSEE acknowledges that any use of computers is subject to a likelihood of human and machine errors, omissions, delays and losses, including loss or corruption of data or media. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

**26.4. *Limitations.*** Notwithstanding the warranty provisions set forth herein, all of GEOGRAPHIC SOLUTIONS' obligations with respect to such warranties shall be contingent on LICENSEE'S use of the PROGRAM in accordance with this Agreement and in accordance with GEOGRAPHIC SOLUTIONS' instructions as provided by GEOGRAPHIC SOLUTIONS in the DOCUMENTATION, as such instructions may be amended, supplemented, or modified by GEOGRAPHIC SOLUTIONS from time to time. GEOGRAPHIC SOLUTIONS shall have no warranty obligations with respect to any failures of the PROGRAM which are the result of accident, abuse, misapplication, extreme power surge, acts of god, LICENSEE modification, or electromagnetic field.

**26.5. *LICENSEE'S Sole Remedy for Breach of Warranty.*** GEOGRAPHIC SOLUTIONS' entire liability and LICENSEE'S exclusive remedy for breach of warranty shall be repair or replacement of the PROGRAM; provided GEOGRAPHIC SOLUTIONS receives written notice of the breach.

**26.6. *Disclaimer of Warranties.*** GEOGRAPHIC SOLUTIONS DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE PROGRAM AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY GEOGRAPHIC SOLUTIONS. THERE ARE NO OTHER WARRANTIES RESPECTING THE PROGRAM AND DOCUMENTATION, AND SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

**27. LIMITATION OF LIABILITY.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY

CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE WHEN THE CONDUCT GIVING RISE TO THE CLAIM FIRST OCCURRED. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM AND DOCUMENTATION AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

## **28. INDEMNIFICATION**

**28.1.** GEOGRAPHIC SOLUTIONS shall indemnify, hold harmless and defend LICENSEE against any action brought against LICENSEE to the extent that such action is based on a claim that the PROGRAM and/or DOCUMENTATION, when used in accordance with this Agreement, infringes a United States copyright and GEOGRAPHIC SOLUTIONS shall pay all costs, settlements and damages finally awarded, provided that: LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of any claim, gives GEOGRAPHIC SOLUTIONS sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If the PROGRAM and/or DOCUMENTATION is adjudged to infringe, or in GEOGRAPHIC SOLUTIONS' opinion is likely to be adjudged an infringement, GEOGRAPHIC SOLUTIONS shall, at its sole discretion and option, either: (1) replace the PROGRAM and/or DOCUMENTATION with a substantially equivalent non-infringing PROGRAM and/or DOCUMENTATION; (2) modify the PROGRAM and/or DOCUMENTATION to make it non-infringing; or (3) require LICENSEE to cease all use of the PROGRAM and/or PROGRAM and return any copies of such PROGRAM and/or DOCUMENTATION. Upon compliance with GEOGRAPHIC SOLUTIONS' demand, LICENSEE will receive a credit of the fee paid, less reasonable depreciation, upon return of the PROGRAM and DOCUMENTATION. GEOGRAPHIC SOLUTIONS shall have no liability regarding any claim arising out of: (a) LICENSEE'S use of other than a current, unaltered RELEASE of the PROGRAM and/or DOCUMENTATION, unless the infringing portion is also in the then current, unaltered release, (b) LICENSEE'S use of the PROGRAM in combination with non-LICENSE software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the PROGRAM not specifically authorized in writing by

GEOGRAPHIC SOLUTIONS, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GEOGRAPHIC SOLUTIONS AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE PROGRAM.

**28.2.** Except for the foregoing infringement claims, LICENSEE shall indemnify and hold harmless GEOGRAPHIC SOLUTIONS, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of LICENSEE'S modification or enhancement of the PROGRAM or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted hereunder by GEOGRAPHIC SOLUTIONS, its officers, employees, agents and representatives. LICENSEE shall indemnify and hold GEOGRAPHIC SOLUTIONS harmless from the use of any confidential information, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Agreement.

**29. GOVERNMENT CONTRACTS.** If the PROGRAM or DOCUMENTATION to be furnished hereunder is to be used in the performance of a government contract or subcontract, the PROGRAM and DOCUMENTATION shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations, if any. GEOGRAPHIC SOLUTIONS shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by GEOGRAPHIC SOLUTIONS in writing.

**30. SURVIVAL.** LICENSEE'S obligations under Section 24, 25, 26, 27, and 28.2 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

**31. COPIES.** LICENSEE is prohibited from copying the PROGRAM and DOCUMENTATION, in whole or in part, except as specifically set forth in this Agreement.

**32. FORCE MAJEURE.** Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, material or labor restrictions by any governmental authority, war or military hostilities, or inability of carriers to make scheduled deliveries.

**33. WAIVER.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

**34. SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

**35. ASSIGNABILITY.** The License granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless authorized in writing by GEOGRAPHIC SOLUTIONS. This Agreement may be assigned by GEOGRAPHIC SOLUTIONS.

**36. INTEGRATION.** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

**37. LEGAL ACTION.** Deleted

**38. NOTICES.** All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

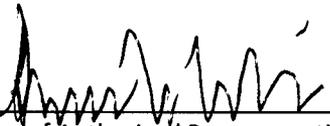
**39. TIME IS OF THE ESSENCE.** Time is of the essence.

**40. AUTHORIZATION.** The individuals executing this Agreement warrant and represent that they are duly authorized to bind the respective parties to the terms and conditions contained herein.

**41. COUNTERPARTS.** This Agreement may be executed in counterparts with a facsimile and/or copy of the executed Agreement shall be deemed an original.

**Agreed and accepted;**

**LICENSEE**

By:   
Signature of Authorized Representative

Name: George N. Copeland

Title: COMMISSIONER

Dated: 6/18/21

**GEOGRAPHIC SOLUTIONS**

By:   
Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: 6/17/2021

EXHIBIT A

SOFTWARE AND SERVICE ITEMS AND FEES

The following table outlines the Virtual OneStop<sup>®</sup> modules that are included in this Agreement:

<b>Virtual OneStop<sup>®</sup> Sapphire Modules</b>		
<b>User</b>	<b>Module Description</b>	<b>Included</b>
<b>Individuals</b>	<p><b>CORE SERVICES FOR INDIVIDUALS:</b>  <b>Individual Registration. My Resources</b> (My Messages, My Background, Upcoming Events, My Appointments, and My Homepage). <b>Career Services</b> (Career Tips, Career Explorer - match your skills - job skills - personal skills, Career Informer, and Job Market Explorer). <b>Education Services</b> (Training Providers/Schools, Training and Educational Programs, Educational Program Completers, Online Learning Resources, Create Training Application, and Education Profile Informer). <b>Labor Market Services</b> (Labor Market Facts, Area Profile, Industry Profile, Occupation Profile, and Education Profile). <b>My Individual Profile</b> (Personal Profile, Search History Profile, and Assessment Profile - Job and Personal Skills). <b>Quick Menu</b> (My Resources, My Individual Profile, and My Appointments). <b>Assistance Center. Online Learning Resources</b> (links to online learning websites).</p>	<u><b>YES</b></u>
	<p><b>LABOR EXCHANGE FOR INDIVIDUALS:</b>  <b>Job Seeker Services</b> (10 Steps to Find a Job, Résumé Builder, Background Wizard, Letter Builder, and Virtual Recruiter for Individuals). <b>Career Services</b> (Career Ladder). <b>My Individual Profile</b> (employment plan). <b>Career Network</b> (social network for job seekers, my network, other job seeker networks, and invite/join others). <b>Cost of Living Calculator. Quick Menu</b> (Résumé Builder and Letter Builder). <b>Requires: Core Services for Individuals Module.</b></p>	<u><b>YES</b></u>
	<p><b>ADDITIONAL SERVICES FOR INDIVIDUALS:</b>  <b>Financial Services</b> (Overall budget planning, training budget planning, transition budget planning, and financial assistance links). <b>Education Services</b> (Financial assistance links, training budget planning, and scholarship opportunities). <b>Community Services</b> (eligibility requirements, programs, and services). <b>Unemployment Services</b> (eligibility, filing, and unemployment benefits). <b>Veteran Services</b> (list of available services). <b>Youth Services</b> (list of available services). <b>Senior Services</b> (list of available services). <b>Disability Services</b> (list of available services). <b>Provided Services</b> (description of available services). <b>Workplace Training</b> (internships, apprenticeships, and on-the-job training). <b>Requires: Core Services for Individuals Module.</b></p>	<u><b>NO</b></u>
	<p><b>MOBILE APPLICATION:</b>  Job Search application for iPhone and Android mobile devices. Application is custom branded for client, and accessible by job seekers free of charge, at the app stores. Functionality includes the ability to search for jobs, map jobs by current location, share jobs with national social media sites, manage VOS message center messages, sign into events with VOScan, create and edit resumes, apply for jobs and file continued claims. <b>Requires: Core Services for Individuals and Labor Exchange for Individuals Modules; and approval from the application stores.</b></p>	<u><b>NO</b></u>
	<p><b>CORE ASSESSMENT:</b>  <b>Career Services</b> (Career Explorer - Interest Analyzer, Career Explorer - Work Importance Analyzer, individual work values, and interests for an occupation). <b>My OneStop Profile</b> (assessment profile, interests, and work importance). <b>Requires: Core Services for Individuals Module.</b></p>	<u><b>YES</b></u>

## Virtual OneStop® Sapphire Modules

User	Module Description	Included
	<p><b><u>BIG INTERVIEW:</u></b>            Integration of proprietary Big Interview software. Individuals can conduct mock interviews for their occupation of choice, view results, retake interviews to improve technique(s), and gain feedback from raters on how to improve their interviewing skills. Interview and results will be linked to the individual's employment plan. <b>Requires: Core Services for Individuals Module.</b></p>	<b><u>NO</u></b>
	<p><b><u>METRIX LEARNING:</u></b>            Over 5,000 integrated basic, intermediate, and advanced self-paced interactive training courses in workplace skills, business, and information technology. Learning modules are ADA and 508 compliant with high quality video, quizzes, and lectures to provide an engaging learning experience. Features include career pathways and skill gap analysis with course recommendations and certification training for 100+ industry-recognized certifications. Additional options available include certification practice tests, virtual labs, and test vouchering. Individuals who complete a course test with an 80% or higher score receive an automatic certificate of completion in PDF format. Digital badges are awarded for completing groups of courses. Functionality includes ability for staff to track progress and record outcomes. <b>Requires: Core Services for Individuals and Core Services for Staff Managing Individuals Modules.</b></p>	<b><u>NO</u></b>
<b>Employers</b>	<p><b><u>CORE SERVICES FOR EMPLOYERS:</u></b>  <b>Employer Registration. Education Services</b> (training providers/schools, training/educational programs, and educational program completers). <b>Labor Market Services</b> (labor market facts, area profile, industry profile, occupation profile, education profile, candidate search, and job market trends). <b>Assistance Center. My Company Profile</b> (corporate profile and search history profile). <b>My Resources</b> (My Messages, My Appointments, My Employer Profile, My Homepage, and Upcoming Events). <b>Online Learning Resources</b> (explore websites that offer a variety of free online learning and training courses that can be used to expand your knowledge and skill set). <b>Communications Center</b> (appointments, messages, and correspondence templates).</p>	<b><u>YES</u></b>

	<p><b><u>EMPLOYER LABOR EXCHANGE:</u></b>  <b>Recruitment Services</b> (post a job, candidate search - quick and advanced search for résumés, candidate ranking, recruitment and hiring tools, job applicant tracking, candidate trends, and Virtual Recruiter). <b>Company Profile</b> (recruitment plan profile). <b>Quick Menu</b> (post a job and candidate search). <b>REQUIRES: CORE SERVICES FOR EMPLOYERS MODULE.</b></p>	<b><u>YES</u></b>
	<p><b><u>ADDITIONAL SERVICES FOR EMPLOYERS MODULE:</u></b>  <b>Human Resource Information</b> (list of available services). <b>EEO Information</b> (list of available services). <b>Labor Relations</b> (list of available services). <b>Government Resources</b> (list of available services). <b>Wellness and Ergonomics</b> (list of available services). <b>Employer Incentives</b> (list of available services). <b>Staff Provided Services</b> (description of available services). <b>REQUIRES: CORE SERVICES FOR EMPLOYERS MODULE.</b></p>	<b><u>NO</u></b>
<b>Staff, Individuals and Employers</b>	<p><b><u>WORKKEYS® MODULE:</u></b>  <b>Assessment Plan</b> (input of individual WorkKeys® scores). <b>Career Services</b> (career explorer - workplace skills, selection of appropriate occupations from scores). <b>Recruitment Services</b> (optional incorporation of WorkKeys® scores in labor exchange). <b>My OneStop Profile</b> (assessment profile - workplace skills). <b>Requires: Core Services for Individuals, Core Case Management, and Core Assessment Modules; WorkKeys® license from ACT.</b></p>	<b><u>NO</u></b>
	<p><b><u>TALIFY MODULE:</u></b>  <b>My Assessments</b> (input of Talify scores). <b>Self-Assessments Profile, Soft Skills Tab, Recruitment Services</b> (employer access to individual application includes Talify soft skill assessment to further qualify job candidates). <b>REQUIRES: CORE SERVICES FOR INDIVIDUALS, CORE CASE MANAGEMENT, CORE ASSESSMENT MODULES, AND A TALIFY LICENSE FROM KIOSITE.</b></p>	<b><u>NO</u></b>
	<p><b><u>CONSUMER REPORTS:</u></b>  <b>Education Services</b> (display performance information for eligible programs, comparison of performance between programs and providers), web-based input of eligible training providers and programs. <b>Requires: Core Services for Individuals and Manage Providers Modules.</b></p>	<b><u>YES</u></b>
<b>Workforce Staff</b>	<p><b><u>CORE SERVICES FOR STAFF MANAGING INDIVIDUALS:</u></b>  <b>Manage Individuals</b> (create an individual account and assist an individual). <b>My OneStop Profile</b> (personal profile and search history profile). <b>Reports</b> (Master Summary, Registered Individuals, Background Information, Contact, Feedback Surveys, and Tracking). <b>My Staff Resources</b> (My Messages, My Appointments, My Search Lists, My Job Skill Sets, My Templates, My Reports, and Upcoming Events). <b>Requires: Core Services for Individuals Module.</b></p>	<b><u>YES</u></b>
	<p><b><u>CORE SERVICES FOR STAFF MANAGING EMPLOYERS:</u></b>  <b>Manage Employers</b> (Create an Employer Account, Assist an Employer, and adjust Employer System access rights). <b>My Company Profile</b> (Corporate Profile and Search History Profile). <b>Reports:</b> (Master Summary, Registered Employers, Contact, Feedback Surveys, and Tracking). <b>My Staff Resources</b> (My Messages, My Appointments, My Search Lists, My Job Skill Sets, My Templates, My Reports, and Upcoming Events). <b>Requires: Core Services for Employers Module.</b></p>	<b><u>YES</u></b>
	<p><b><u>CUSTOMER RELATIONSHIP MANAGEMENT (CRM):</u></b>  Streamline and manage interactions with employers (organize, automate and synchronize employer outreach, coordinated customer service, and recruitment support). Includes automated staff contact lists, lead management, contact management, account management, lead follow-up and territory/staff expectations management. Create marketing leads manually or automatically, form jobs, identify overdue contacts to improve network strength. Options exist to integrate with the Work Items, Survey, and Document Management Modules. CRM integrates with Employer Services Modules for complete access to employer information. <b>REQUIRES: CORE SERVICES FOR EMPLOYERS AND CORE SERVICES FOR STAFF MANAGING EMPLOYERS MODULES.</b></p>	<b><u>NO</u></b>

<p><b><u>SURVEY MODULE:</u></b>          Create custom questionnaires for job seekers, employers, or staff to gather useful information including the quality of services, growth plans or projected growth, and service needs. User-friendly interface guides staff to create surveys with multiple response types. Surveys can be delivered using the internal messaging system or email and support one time or reoccurring options. Survey results can be analyzed individually or in aggregated graphed results. <i>Requires: Core Case Management Module.</i></p>	<p><b><u>NO</u></b></p>
<p><b><u>LABOR EXCHANGE FOR STAFF:</u></b>          Staff-Assisted Labor Exchange for Individuals and Staff-Assisted Labor Exchange for Employers. <b>Manage Résumés</b> (advanced search and advanced search by job order). <b>Manage Job Orders</b> (job order verification, job order referrals, job order mass referrals, job order follow-up, and job order referral results). <b>Manage Labor Exchange</b> (create/modify job skill sets, automated referral notification, and follow-up). <b>Reports</b> (Résumé, Job Order, Activity, Services Provided to Individual, and Services Provided to Employer). <i>Requires: Core Services for Staff, Core Services for Staff Managing Individuals and Core Services for Staff Managing Employers Modules.</i></p>	<p><b><u>YES</u></b></p>
<p><b><u>SERVICE TRACKING:</u></b>          Manual and automated tracking of services. <b>Managing Individuals</b> (scheduled services and manage individual services). <b>Case Management Profile</b> (Activities - Service Plan). <b>Reports</b> (Activities, Services Provided to Employers, and Services Provided to Individuals). <i>Requires: Core Services for Staff Managing Individuals Module.</i></p>	<p><b><u>YES</u></b></p>
<p><b><u>ATTENDANCE TRACKING:</u></b>          Provides manual or online registration of individuals for state and local events. Restrictions such as class size limits can be set. Allows staff to input and track the attendance of individuals at career center events. Module includes *Virtual Job Fairs, allowing authorized staff to identify participating employers to select job orders to be included in an online event. Includes tracking and reporting on job fair-related activity. <i>Requires: *Virtual Job Fairs require the Employer Labor Exchange Module.</i></p>	<p><b><u>NO</u></b></p>
<p><b><u>CORE CASE MANAGEMENT MODULE:</u></b>  <b>Case Management Profile</b> (Common Intake, Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan, and Manage Providers). <b>Reports</b> (Case Load). <i>Requires: Core Services for Staff Managing Individuals Module.</i></p>	<p><b><u>YES</u></b></p>
<p><b><u>JOB SEEKER ENGAGEMENT:</u></b>          Push notification alerts via text and internal messaging to job seekers who have applied or shown interest in applying for jobs in the system to determine if the job seeker was successful in finding employment. Positive responses record reportable services. <i>Requires: Hosting by Geographic Solutions.</i></p>	<p><b><u>NO</u></b></p>
<p><b><u>SARA INTEGRATION MODULE:</u></b>          Bi-directional interface with third party ERISS SARA Communication System. Includes updates in customer demographic and new case data and a one-way interface to import case note data from SARA. Options for a single sign-on from Virtual OneStop to SARA and the ability to retrieve and store documents (*Requires Document Management Module) included. <i>Requires: Core Services for Individuals, Core Services for Staff Managing Individuals Modules, and SARA license.</i></p>	<p><b><u>NO</u></b></p>
<p><b><u>WIOA CASE MANAGEMENT PROGRAM:</u></b>          Case Management Program (WIOA Application, WIOA Participation Record, WIOA Enrollment Activities, Case Closure, WIOA Outcomes (Exit), WIOA Follow-Ups, Youth Goals, and/or Youth Numeracy Literacy Tracking). <b>Reports</b> (Predictive Reports, Soft Exit Reports, Federal Reports - 9090, 9091, WIOA Participant Individual Record Layout (PIRL) File for Workforce Integrated Performance System (WIPS), WIOA Data Validation File). Optional integration with Standard and Advanced Fund Tracking Modules to assist managing funds. <i>Requires: Core Case Management Module.</i></p>	<p><b><u>YES</u></b></p>

<p><b><u>WAGNER-PEYSER CASE MANAGEMENT PROGRAM:</u></b>          Manage profiling (profiling non-compliance/waived/exempted and profile orientation letter). <b>Veteran Management Reports</b> (Enrolled Individuals, 9002 A-E reports, VETS200, WIOA Participant Individual Record Layout (PIRL) File for Workforce Integrated Performance System (WIPS), MIC, 9048, 9048X, WP Data Validation File). <b>Requires: Core Case Management Module.</b></p>	<p><b><u>YES</u></b></p>
<p><b><u>WORKER ADJUSTMENT RETRAINING NOTIFICATION (WARN) MODULE:</u></b>          Track company layoff and closure activities as defined by federal or state regulations. Enter the WARN notification letter, track number of employees, occupations, locations affected, and union affiliation. Automatic staff alerts of new WARN notifications. Staff tracking including employer visits, first visits, and orientation activities. Report on companies filing WARN notices, WARN notices by LWDA, WARN notices by layoff dates, and WARN notices by company locations. <b>Requires: Core Case Management Module.</b></p>	<p><b><u>NO</u></b></p>
<p><b><u>AGENCY-DEFINED PROGRAMS:</u></b>          Creation, management, and reporting of a "Generic Program" set of applications (Eligibility Application, Enrollment Activities, Generic Outcome (Exit) with optional integration into IFT to assist in managing funds. Includes the ability for system administrators to create an unlimited number of programs (each with unique eligibility applications). <b>Reports</b> (Master Summary, Enrolled Individual Activity, and Services Provided to Individual). <i>(Formally Named the Generic Program Application)</i> <b>Requires: Core Case Management Module.</b></p>	<p><b><u>NO</u></b></p>
<p><b><u>TRADE ACT PROGRAM:</u></b>          Trade Act set of applications (Waivers and Waiver Review tracking, Bona Fide Application, Application for Approved Training, Participation Application, Enrollment Activities, Case Closure, Exit, and Follow-Up). <b>Reports</b> (Federal Performance Reports, TAPR File, WIOA Participant Individual Record Layout (PIRL) File for Workforce Integrated Performance System (WIPS). Optional integration with Standard and Advanced Fund Tracking Modules to assist in fund management. <b>Requires: Core Case Management Module.</b></p>	<p><b><u>NO</u></b></p>
<p><b><u>WELFARE TRANSITION PROGRAM MODULE:</u></b>          Provides full case management for the employment and training requirements of TANF. Includes application forms, objective assessment summaries, and Individual Employment Plans (IEP). Calculates the required hours per week by number of work eligible people in the household and age of youngest child. Includes functionality for enrollment into countable work activity. Provides the ability to record participation hours in an online timesheet. <b>Requires: Core Case Management Module.</b></p>	<p><b><u>NO</u></b></p>
<p><b><u>SNAP EMPLOYMENT AND TRAINING MODULE:</u></b>          Schedules referrals from SNAP administrating agency for mandated appointments. The application includes demographic data and work history, tracking of required activities, notifications to SNAP agency of non-compliance, or determinations made for exemption in the program. <b>Reports</b> (assigned and unassigned cases, enrollment, tracked activities, Governor's Report, SNAP 583 quarterly and annual report). Includes tracking of attendance/rosters to mandated appointments. <b>Optional functionality</b> (Manage reimbursements to participants with Advanced or Individual Fund Tracking Modules and integrated Document Management/Imaging components). <b>Requires: Core Case Management and Standard Individual Fund Tracking Modules.</b></p>	<p><b><u>NO</u></b></p>
<p><b><u>WORK OPPORTUNITY TAX CREDIT (WOTC):</u></b>          Includes the ability for employers and/or agents to register in the system, and process their application to have new hires/WOTC approved. Includes the ability for staff to enter WOTC applications on behalf of the employer and/or agent, along with administrative capabilities to approve an application. The WOTC application can be completed online for a single individual or multiple individuals. Employers and/or agents have capability to upload individual information in order to streamline the application process. Includes integration into the Document Manage/Imaging components of Virtual OneStop. <b>Requires: Core Services for Employers and Core Services for Staff</b></p>	<p><b><u>NO</u></b></p>

	<b>Managing Employers Modules.</b>	
	<b><u>NATIONAL FARMWORKER JOBS PROGRAM:</u></b> Case Management Program (Application, Participation Record, Enrollment Activities, Case Closure, Outcomes (Exit), Follow-Ups, Youth Goals and/or Youth Numeracy, and Literacy Tracking). Compliant with WIOA reporting requirement. <b>Reports</b> (ETA 9093, 9094, 9095, and 9164). <b>Requires: CORE CASE MANAGEMENT MODULE.</b>	<b>NO</b>
	<b><u>REGISTERED APPRENTICESHIP MODULE:</u></b> Provides full case management for the employment and training requirements of Registered Apprenticeship Expansion Grants. Includes application forms, Enrollment Activity Tracking, Measurable Skills Grains, Credential Tracking, Outcome and Follow-up capabilities. <b>Reports</b> mandated federal reporting and extract requirements including the Individual PIRL extract, Apprenticeship Performance Report, Employer Outreach Layout and Annual Report. <b>Requires: Core Case Management Module.</b>	<b>NO</b>
<b>Vocational Rehabilitation Staff</b>	<b><u>VOCATIONAL REHABILITATION CASE MANAGEMENT PROGRAM:</u></b> Includes Pre-Employment Transition Services, trial work and eligibility determination, Individualized Plan for Employment (IPE), service authorization and tracking, referral tracking, appeals and due process procedural tracking, case closure, post-employment services, case review for supervisors, and WIOA-required reporting. <b>Reports</b> (RSA-911, RSA-74, subparts II and III, RSA-7-OB, parts III, IV, and VI, RSA-722). <b>Requires: Core Case Management and Advanced Fund Tracking Modules.</b>	<b>NO</b>
	<b><u>VOCATIONAL REHABILITATION MOBILE CASE MANAGEMENT APPLICATION:</u></b> Provides Mobile access to the following features: Quick Registration, Application Creation and Review, Case Notes, and eligibility document collection for supervisory review and approval. Application is designed to be used by field staff in areas with little or no connection. All case data is encrypted during storage. <b>Requires: Vocational Rehabilitation Case Management Program.</b>	<b>NO</b>
<b>Education Staff</b>	<b><u>ADULT EDUCATION MODULE:</u></b> Collects all federally required demographic information on all enrolled students as defined by Title II of the Workforce Innovation and Opportunity Act, along with the assessment, contact hours, instructor, and outcome data. <b>Reports</b> (Quarterly Reports, Annual National Reporting System (NRS) for Adult Education Reports). <b>Requires: Core Case Management and Attendance Tracking Modules.</b>	<b>NO</b>
<b>Financial Staff</b>	<b><u>STANDARD INDIVIDUAL FUND TRACKING MODULE:</u></b> Manage participant costs, individual account/account limits, referrals to providers, vouchers to providers/vendors/individuals, and payments to vouchers. Ability to print vouchers and tailor to specific needs of each client. Ability to establish cost structures meaningful to users of the system and ability to identify additional cost items that can vary by training program/services. <b>Reports</b> (Basic Individual Fund Tracking Management which will show participant obligations based upon enrollment records by program and payment reports by program). <b>Requires: Core Case Management Module.</b>	<b>YES</b>
	<b><u>ADVANCED FUND TRACKING MODULE:</u></b> Includes all functions of the Standard Individual Fund Tracking Module and includes the following: Ability to create, manage, update, and track funds by establishing the funds for specific time periods. Ability to process reallocations by funding stream. Enhanced audit tracking of funds to include reasons why modifications to funding levels are made. Ability to establish contracts for on-the-job training, work experience, or project contracts. <b>Reports</b> (Obligations by Fund, Location, Provider, Participant, Time Periods, Payable to Voucher, Budget Management Reports, Individual Summary Obligations, Time Periods, Case Manager Reports by Fund Stream and Time Period, Participants, Locations, and Case Manager Obligations by Location). <b>Requires: Standard Individual Fund Tracking Module.</b>	<b>NO</b>
	<b><u>CASH REQUEST:</u></b> <b>Financial Management System</b> that provides the ability to track the distribution of federal and state workforce funds to local workforce areas and other sub-	<b>NO</b>

	grantees. Maintain profile information for all sub-grantees, collect sub-grant information, create contracts, and process cash requests on a daily basis. Review and approve expenditure reports from sub-grantees, and enter financial adjustments for errors and omissions.	
<b>Providers</b>	<b>MANAGE PROVIDERS:</b> Administrative access to review provider applications, programs and general information to determine if provider successfully meets Eligible Training Provider List (ETPL) requirements. Providers and programs that are approved by administrator will be displayed to the public via the Consumer Reports Module.	<u>YES</u>
	<b>SERVICES FOR PROVIDERS:</b> A secure web portal which provides authorized training provides the ability to apply for recognition as an Eligible Training Provider (ETP). Providers can enter and manage information on training programs as part of the initial application process. <b>Requires: Manage Providers Module.</b>	<u>YES</u>
<b>Labor Market and Economic Development Professionals</b>	<b>HISTORIC LABOR MARKET ANALYSIS MODULE:</b> <b>Employment and Wage Data.</b> Occupation (occupational employment and wages, occupational employment by industry, occupational employment and projections (long-term and short-term), occupational licensing requirements, occupational licensing details). <b>Industry</b> (Quarterly Census of Employment and Wages (QCEW), Current Employment Statistics (CES), staffing patterns, industry employment and projections (long-term and short-term), local employment dynamics/quarterly workforce indicators). <b>Labor Force</b> (Local Area Unemployment Statistics (LAUS), U.S. Census commuting patterns, unemployment insurance claimants by industry, and unemployment insurance claimants by occupation). <b>Economic Indicators</b> (property values, sales, tax revenues, building permits, consumer price index, producer price index). <b>Demographics</b> (income, population, U.S. Census commuting patterns, US census labor force). <b>*Advertised Jobs Data</b> (wage rates, jobs by area, industry, and occupation, job education requirements, job experience requirements). <b>*Supply and Demand</b> (number of unemployed per job opening, education program completers). <b>Requires: *Advertised Jobs Data and *Supply and Demand Requires Full Job Spider and Hosting by Geographic Solutions.</b>	<u>NO</u>
	<b>CURRENT LABOR MARKET ANALYSIS MODULE:</b> <b>My LMI Dashboard.</b> Labor market facts, Analyst Registration Module, area, occupation, industry, and education profiles (summary, narrative, details, and comparisons). <b>Comparisons</b> (area, industry, occupations, and education programs). <b>Education and Training Data</b> (training providers and schools, training and education programs, and education program completers). <b>Employers</b> (employer profile, employers posting jobs*). <b>Area-Specific Data</b> (description, jobs, employers, and candidates*, education, training and work experience, employment and wage data, demographics, and economic indicators). <b>Industry-Specific Data</b> (jobs and employers, employment and wage data, future employment outlook, staffing patterns). <b>Occupation-Specific Data</b> (job duties and descriptions, jobs, employers and candidates*, education, training and work experience, employment and wage data, nature of the work, job requirements, external web resources, related occupations, career ladder, and occupation videos). <b>Education-Specific Data</b> (program summary, training data, jobs data, and licensing). <b>Requires: Historic Labor Market Analysis Module and Full Job Spider.</b>	<u>NO</u>
<b>Reemployment Exchange</b>	<b>REEMPLOYMENT EXCHANGE (REX):</b> Integrates the initial Unemployment Insurance (UI) benefits claim application and weekly certification forms into the job search labor exchange system to stress and monitor work search activities. Interfaces in real-time with legacy UI systems uploading claim information and downloading claim status and balances. Provides dynamic tracking of claimants work search effectiveness and compliance, and includes automated messaging to claimants related to their work search activities. <b>Requires: UI Claimant Management, Core Services for Employers, Labor Exchange for Individuals, Labor Exchange for Employers, and Labor Exchange for Staff Modules.</b>	<u>NO</u>

<b>Benefits for Claimants and Employers</b>	<b><u>CLAIMANT BENEFITS PORTAL:</u></b> <b>Career Services</b> (Career Tips, Career Explorer - match your skills - job skills, Career Explorer - match your skills - personal skills, Career Informer, Job Market Explorer). <b>Financial Services</b> (literacy and budget planning tools). <b>Personal Profile</b> (general information, background, activities, and documents, unemployment services with the ability to file a claim, continued claims, and appeals, view benefits, update personal information: your pin, banking information, claim status, benefits rights information, and information to make a Combined Wage Claim (CWC) decision; labor market Information, job seeker and educational services, general information, help, and calendar information). <b>Requires: UI Claimant Management Module or Paid Family Leave Claimant Management Module.</b>	<b><u>NO</u></b>
	<b><u>EMPLOYER BENEFITS PORTAL:</u></b> Account management and registration, access to UI services including claim status and claims history, ability to file an appeal, protest potential benefits, mass layoff, view and protest employer charges, and access to alerts and notifications. <b>Requires: UI Employer Management Module or Paid Family Leave Employer Management Module.</b>	<b><u>NO</u></b>
<b>Unemployment Insurance Staff</b>	<b><u>UI CLAIMANT MANAGEMENT MODULE:</u></b> Online application, weekly online certification, monetary, non-monetary case management, special programs (STC, DUA, TRA/RTAA, payments, overpayments, benefit charges, investigations, TOPS, interfaces, workflow, accounting, mass layoff, reemployment tools, administration, audit (BAM and BTQ), appeals – job search alerts and notifications, claimant stats screens (UI and Workforce staff), claimant dashboard, extended benefits management, RESEA/Profiling, federal and state reporting including data validation.	<b><u>NO</u></b>
	<b><u>UI EMPLOYER MANAGEMENT MODULE:</u></b> Account management and registration, access to UI service including claim status and claims history, ability to file an appeal, protest potential benefits, mass layoff, view and protest employer charges, and access to alerts and notifications. <b>Requires: UI Claimant Management Module.</b>	<b><u>NO</u></b>
	<b><u>MANAGE DISASTER UNEMPLOYMENT ASSISTANCE PROGRAM (DUA):</u></b> Manage DUA claims including application, weekly certification, monetary, non-monetary, payments, overpayments, employer charges, appeals, and notifications. <b>Requires: UI Claimant Management Module.</b>	<b><u>NO</u></b>
	<b><u>MANAGE SHORT TIME COMPENSATION PROGRAM (STC):</u></b> Manage STC claims including application, weekly certification, monetary, non-monetary, overpayments, employer charges, appeals, and notifications. <b>Requires: UI Claimant Management Module.</b>	<b><u>NO</u></b>
	<b><u>MANAGE MASS LAYOFFS PROGRAM:</u></b> Manage mass layoff claims including application, weekly certification, monetary, non-monetary, payments, overpayments, employer charges, and notifications. <b>Requires: UI Claimant Management Module.</b>	<b><u>NO</u></b>
	<b><u>APPEALS MANAGEMENT MODULE:</u></b> Ability for individuals and employers to file appeals; staff to conduct appeals management; prepare .wav recordings of appeals, and perform appeals document management.	<b><u>NO</u></b>
	<b><u>AUDIT MANAGEMENT MODULE:</u></b> Includes Benefit Accuracy Measurement (BAM) and Benefits Timeliness and Quality (BTQ) audit management.	<b><u>NO</u></b>
	<b><u>TRADE READJUSTMENT ALLOWANCE PROGRAM (TRA/ATAA) CLAIM MANAGEMENT MODULE:</u></b> Manage TRA/ATAA claims, integrates with Virtual OneStop Trade Act Module, federal reporting. Also includes monetary, non-monetary, payments, overpayments, appeals, and notifications. <b>Requires: UI Claimant Management Module.</b>	<b><u>NO</u></b>

	<p><b><u>TAX MANAGEMENT MODULE:</u></b> Provides employers and staff an online application to register and maintain accounts, calculate tax rates, submit and process quarterly tax and wage report data and remittances, identify and manage delinquencies and collection activities, review fraud analytics, and conduct tax audits.</p>	<u>NO</u>
	<p><b><u>TAX APPEALS MANAGEMENT MODULE:</u></b> Provides employers and staff the ability to file, conduct, track, and issue determinations on any tax-related appeal. Applicable documents are routed to an electronic file, hearings are recorded, and decisions are rendered using statutory language templates and precedent case history.</p>	<u>NO</u>
	<p><b><u>TRUST FUND ACCOUNTING MODULE:</u></b> Provides staff with the ability to track all financial transactions which impact any aspect of the unemployment program. All postings to the Clearing, Benefit Payment, Trust Fund, and Administrative accounts are tracked and federal reports are produced.</p>	<u>NO</u>
<b>Paid Family Leave Staff</b>	<p><b><u>PAID FAMILY LEAVE CLAIMANT MANAGEMENT MODULE:</u></b> Online application, weekly online certification, monetary, non-monetary case management, payments, overpayments, benefit charges, investigations, TOPS, interfaces, workflow, accounting, administration, appeals – notifications, claimant stats screens, claimant dashboard, extended benefits management, federal and state reporting.</p>	<u>NO</u>
	<p><b><u>PAID FAMILY LEAVE EMPLOYER MANAGEMENT MODULE:</u></b> Account management and registration, access to UI service including claim status and claims history, ability to file an appeal, protest potential benefits, mass layoff, view and protest employer charges, and access to alerts and notifications. <i>Requires: Paid Family Leave Claimant Management Module.</i></p>	<u>NO</u>
<b>Workforce and Unemployment Insurance Staff</b>	<p><b><u>MANAGE WORKFLOW – WORK ITEMS:</u></b> Manage Workflow includes the ability to create and manage Work Items including which group is assigned the Work Item, how many individuals or groups need to review the Work Item, and whether attachments are enabled on the Work Item. Work Items are available through Virtual OneStop and the Geographic Solutions Unemployment System and are used by staff to manage their assignments and responsibilities.</p>	<u>NO</u>
<b>Administrators</b>	<p><b><u>ADMINISTRATION SYSTEM:</u></b> Email addresses, email message design, administer event calendar, system defaults, administer a staff account, create a staff account, create privilege groups, change privilege group settings, delete privilege groups, administer individuals, administer employers, import/export data, data modification, archive records, restore records, administer an admin account, create an admin account, individual/claimant/employer services, system information, and system usage report.</p>	<u>YES</u>
	<p><b><u>WEB CONTENT MANAGEMENT MODULE:</u></b> A user-friendly, What You See Is What You Get (WYSIWYG) integrated content management tool. The content publisher lets staff create articles, customize web pages, change images, and add, edit, and delete content displayed in many different areas within the system.</p>	<u>YES</u>
	<p><b><u>DATA ASSISTANT:</u></b> A web-based utility that is specifically designed to import and export data to and from the Workforce Information Database (WID). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.</p>	<u>NO</u>

## Efficiency Tools

Service Description	Included
<p><b><u>DOCUMENT MANAGEMENT:</u></b></p> <p>Features the ability to upload documents and associate them with an individual. Includes ability to attach documents to case notes and program verifications. Index, tag, store and retrieve digital documents associated with a user record. Digital signatures can be captured on select WIOA forms, eliminating the need to print document. Functionality includes the ability to retrieve and view documents by document name, tags, program association, verification item, or type. Linked documents can also be attached “in context” and reviewed within the program forms or by viewing the Verification Summary. Documents are stored securely in the central database. <i>Requires: Core Services for Staff Managing Individuals Module. *Digital signature hardware not included.</i></p>	<u>YES</u>
<p><b><u>DOCUMENT IMAGING:</u></b></p> <p>Ability to capture, store, index, and tag document images using web based scanning technology. Images can be scanned in real time using a TWAIN-compliant scanner at the user’s workstation or on a local network. Module allows users to reorder, delete, append, or separate pages through the browser-based document viewer. Provides users the ability to manipulate document images with annotations, redactions, magnifications, drawing, and rotation options on separate layers. Document images are stored securely in the central database. Includes bulk scanning which incorporates bar coding of system forms which, when scanned, automatically route a copy of the form to an individual’s unique documents folder. <i>Requires: Document Management Module. *Scanning hardware not included.</i></p>	<u>YES</u>
<p><b><u>REMOTE ELECTRONIC SIGNATURE:</u></b></p> <p>Remote Electronic Signature captures electronic signatures of staff, and of applicants via links sent by staff to applicants through text or email. Electronic signatures are embedded on the signature line of documents and are valid for federal program applications including Wagner Peyser (WP), Workforce Investment Opportunity Act (WIOA) Trade, etc.</p>	<u>YES</u>
<p><b><u>VOSCAN AUTOMATED SERVICE TRACKING MODULE:</u></b></p> <p>Automated tracking of services and events on location using scan card reader technology. Addition of scan card ID to registration. <b>Reports</b> (Activity, Services Provided to Individual, and Scan Card). <i>Requires: Service Tracking and Attendance Tracking Modules. *Scanning hardware and cards not included.</i></p>	<u>NO</u>
<p><b><u>HELP DESK MANAGEMENT MODULE:</u></b></p> <p>Provides live chat functionality and customer support for system users to communicate directly with a designated help desk staff member on a real-time basis. Chat appears in a separate window, allowing users to navigate their profile while receiving assistance. User’s name appears as a hyperlink, giving staff one-click access to a user’s case file. Chat is system integrated and compatible with all operating systems.</p>	<u>NO</u>
<p><b><u>VOSGREETER MODULE:</u></b></p> <p>Kiosk-based client sign in and identification of area of interest. Integrated messaging to the appropriate staff about clients that are awaiting service(s).</p>	<u>NO</u>
<p><b><u>TOUCH SCREEN INTERFACE:</u></b></p> <p>A simplified job search function for touch screen kiosks. Job seeker will be required to visit a facility to see job details. <i>REQUIRES: KIOSK WITH INTERNET ACCESS.</i></p>	<u>NO</u>

## Job Aggregation

Job Spider Level Description	Included
<b><u>STANDARD SPIDER:</u></b> Includes spidered jobs in selected area from Career Builder, Hot Jobs, America's Labor Exchange, Job Central, Fortune 500 corporations, and state job board if available. <i>REQUIRES: CORE SERVICES FOR INDIVIDUALS MODULE.</i>	<u>N/A</u>
<b><u>FULL SPIDER:</u></b> Includes all the jobs of the standard spider with the addition of spidered jobs in selected area from all available national job boards, local job boards, green job boards, Fortune 1000 corporations, federal government sites, state government sites, local government sites, national recruiters, military branches sites, major hospitals, major nonprofits, major newspapers, volunteer sites, chambers of commerce, and websites of all major employers. <i>REQUIRES: CORE SERVICES FOR INDIVIDUALS MODULE.</i>	<u>YES</u>
<b><u>FOCUSED SPIDER:</u></b> Includes all the jobs of the full spider with the addition of dedicated research in a specific area for specific web sites. <i>REQUIRES: CORE SERVICES FOR INDIVIDUALS MODULE.</i>	<u>NO</u>

## Résumé Aggregation

Description	Included
<b><u>RÉSUMÉ AGGREGATION:</u></b> Résumés are collected from external websites nationally. Résumés collected from an aggregation process and from direct feeds. O*NET codes assigned for résumé work experience occupations whenever possible. Résumés become internal résumés to streamline employer access. <i>Requires: Core Services for Individuals Module and Hosting by Geographic Solutions.</i>	<u>NO</u>

## Interfaces

User Type	Interface Description	Included
<b>Individual, Employer, Staff, and Labor Market Analyst</b>	<b><u>WEB INTERFACE:</u></b> For users with average speed Internet/Intranet access.	<u>YES</u>
	<b><u>TEXT INTERFACE:</u></b> For users who want maximum performance.	<u>YES</u>
<b>Individual and Employer</b>	<b><u>*FOREIGN LANGUAGE MODULE:</u></b> Translation of content for individuals and employers in the following language configuration options: Manual translation in Spanish and automated translation of other languages using Google Translate cloud translation services. <i>*Help videos not available in additional languages.</i>	<u>YES</u>
	<b><u>VISUALLY-IMPAIRED INTERFACE:</u></b> Version of Services for Individuals and Services for Employers that is optimized for screen readers such as JAWS.	<u>YES</u>

User Type	Interface Description	Included
<b>Individual and Staff</b>	<p><b><u>VOS REO (VIRTUAL ONESTOP REENTRY EMPLOYMENT OPPORTUNITIES) MODULE:</u></b></p> <p>Controlled, restricted access to Virtual OneStop job search and career exploration tools from designated workstations in a correctional facility. To access VOS REO from a workstation, the offender will launch the application from the secure desktop icon, the VOS REO session will open in a controlled environment, hiding addresses and browser navigation options. Facilitators and instructors can assist individuals with job search, résumé development, and career exploration using their staff login account.</p> <p><b><i>Requirements: Core Services for Individuals Module, Labor Exchange for Individuals, Core Assessment, Standard Job Spider, Core Services for Staff Managing Individuals, Core Case Management Module. *Hardware not included.</i></b></p>	<p><b><u>NO</u></b></p>

# State of New Hampshire

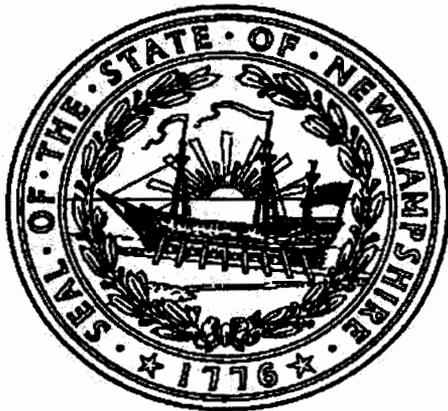
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GEOGRAPHIC SOLUTIONS, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on March 13, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **369360**

Certificate Number: **0005130222**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of January A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# Search Business Names

[← Back to Home \(/online/BusinessInquire\)](#)

## Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
GEOGRAPHIC SOLUTIONS, INC. (/online/BusinessInquire/BusinessInformation? businessID=18911)	369360	GEOGRAPHIC SOLUTIONS, INC.		Foreign Profit Corporation	1001 OMAHA CIRCLE, PALM HARBOR, FL, 34683, USA	CORPORATION SERVICE COMPANY	Good Standing

Page 1 of 1, records 1 to 1 of 1

[Back](#)

Run 6/18/21  
JK

## Business Information

### Business Details

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Business Name: GEOGRAPHIC SOLUTIONS, INC.	Business ID: 369360
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 03/13/2001	Name in State of Incorporation: GEOGRAPHIC SOLUTIONS, INC.
Date of Formation in Jurisdiction: 03/13/2001	
Principal Office Address: 1001 OMAHA CIRCLE, PALM HARBOR, FL, 34683, USA	Mailing Address: 1001 OMAHA CIRCLE, PALM HARBOR, FL, 34683, USA
Citizenship / State of Incorporation: Foreign/Florida	
	Last Annual Report Year: 2021
	Next Report Year: 2022
Duration: Perpetual	
Business Email: ccobb@geosolinc.com	Phone #: NONE
Notification Email: ccobb@geosolinc.com	Fiscal Year End Date: NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / SOFTWARE DEVELOPMENT	

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### Principals Information

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Name/Title	Business Address
Paul Toomey / President	1001 Omaha Circle, Palm Harbor, FL, 34683, USA

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## Registered Agent Information

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Name: CORPORATION SERVICE COMPANY

Registered Office Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

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## Trade Name Information

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No Trade Name(s) associated to this business.

---

## Trade Name Owned By

---

No Records to View.

---

## Trademark Information

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Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

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[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)   [Shares](#)  
[Businesses Linked to Registered Agent](#)   [Return to Search](#)   [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)  
[\(/online/Home/ContactUS\)](#)

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**CERTIFICATE OF VOTE**  
(Corporation with Seal)

I, Candace E Cobb, Clerk/Secretary of the  
(Corporation Representative Name) (Corporation Representative Title)

Geographic Solutions, Inc., do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting Clerk/Secretary of the  
(Corporation Representative Title)

Geographic Solutions, Inc., a Florida corporation (the  
"Corporation");  
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

17th day of June, 2021, which meeting was duly held in accordance with

Florida law and the by-laws of the Corporation:  
(State of Incorporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Employment Security providing for the performance by the Corporation of certain Software & Hosting services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Paul Toomey President Name

Paul Toomey Vice President Name

Paul Toomey Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary  
(Title)

of the Corporation and have affixed its corporate seal this 17th day of June, 2021.

Candace Cobb  
(Title)

(Seal)

STATE OF Florida

COUNTY OF Pinellas

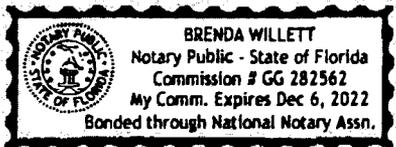
On this the 17th day of June, 2021, before me, Brenda Willett, the undersigned officer,  
personally appeared Candace Cobb, who acknowledge her/himself to be the  
Secretary, of Geographic Solutions Inc., a corporation, and that  
she/he, as (Title) (Name of Corporation)

such Secretary being authorized to do so, executed the foregoing instrument for the  
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

Secretary

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



Brenda Willett  
Notary Public/Justice of the Peace

My Commission expires: Dec. 6, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2021

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 have ADDITIONAL INSURED provisions or 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 Stahl & Associates Insurance Inc. 3939 Tampa Road  Oldsmar FL 34677	CONTACT NAME: Maribeth Patino	PHONE (A/C, No, Ext): (813) 818-5300	FAX (A/C, No): (813) 818-5396
	E-MAIL ADDRESS: maribeth.patino@stahlinsurance.com		
INSURED  Geographic Solutions, Inc. 1001 Omaha Circle  Palm Harbor FL 34683	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Northern Insurance Co		20303
	INSURER B: Federal Insurance Company		20281
	INSURER C: Phoenix Insurance Company		25623
	INSURER D: Endurance American Specialty Ins Co		41718
	INSURER E: National Union Fire		19445
INSURER F: Travelers Casualty & Surety Co. of America		31194	

**COVERAGES**                      **CERTIFICATE NUMBER:** 21-22 Master                      **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35935113	05/25/2021	05/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			99486726	05/25/2021	05/25/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			79880107	05/25/2021	05/25/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
C	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 N	N/A	UB-6N916326-21	05/25/2021	05/25/2022	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Tech E&O/Cyber (Primary Layer)			PRO10011187904	05/25/2021	05/25/2022	Aggregate \$5,000,000 Retention \$50,000 Retroactive Date See Remarks*	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NH Department of Employment Security is designated as additional insured with regard to general liability subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

NH Department of Employment Security 45 South Fruit Street  Concord                      NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: 00031763

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY Stahl & Associates Insurance Inc.		NAMED INSURED Geographic Solutions, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

\*Tech E&O/Cyber (Primary Layer) Retroactive Dates- Tech E&O and Media Liability: 5/25/2008, except 9/21/2015 for limits of liability \$3,000,000 excess of \$2,000,000 Cyber: Full Prior Acts

G 1st Excess Layer: Tech E&O / Cyber MTE903511204 5/25/2021 - 5/25/2022 Aggregate \$10,000,000 - Greenwich Ins. Co. - NAIC #22322

E 2nd Excess Layer: Tech E&O / Cyber 013073694 5/25/2021 - 5/25/2022 Aggregate \$15,000,000 - Nat'l Union Fire - NAIC #19445

H 3rd Excess Layer: Tech E&O / Cyber EOXS2110000786-01 5/25/2021 - 5/25/2022 Aggregate \$20,000,000 Retroactive Date: 5/25/2017 Prior and Pending Litigation Date: 5/25/2017 - Ascot Ins. Co. - NAIC #23752

F Crime including 3rd Party Crime 106692272 5/25/2021 - 5/25/2022 \$5,000,000 Limit - Travelers Casualty & Surety Co of America - NAIC #31194

F Employment Practices Liability including 3rd Party 106692272 5/25/2021 - 5/25/2022 \$1,000,000 Limit -- Travelers Casualty & Surety Co of America - NAIC #31194