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JEM

ATTORNEY GENERAL MAR 23 '21 AM 10:30 RCVD
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL



March 22, 2021

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

Your Excellency and Members of the Council:

REQUESTED ACTION

1. Authorize the Department of Justice to accept and expend \$37,537, from the Paul Coverdell Forensic Science Improvement Act Grant, to provide specialized software to the New Hampshire Office of Chief Medical Examiner, in order to enhance data gathering efforts related to autopsies, and other investigative tasks of untimely death investigations, upon approval of the Governor and Executive Council through June 30, 2021. 100% Federal Funds.

Funds are to be budgeted in account #01-20-20-202010-1033 entitled *Chief Medical Examiner* as follows:

Class & Object	Class Title	FY 2021 Current Adjusted Authorized	Requested Action	FY 2021 Revised Adjusted Authorized
Expenditures				
010-500100	Personal Services Perm. Classified	\$80,178	\$0	\$80,178
014-500134	Personal Services Unclassified	\$88,988	\$0	\$88,988
015-500137	Personal Services Unclassified	\$585,028	\$0	\$585,028
018-500106	Overtime	\$1,500	\$0	\$1,500
020-500200	Current Expense	\$22,011	\$0	\$22,011
022-500255	Rents-Leases Other Than State	\$109,200	\$0	\$109,200
027-582703	Transfers to DoIT	\$42,657	\$0	\$42,657
030-500301	Equipment New/Replace	\$8,000	\$0	\$8,000
037-500174	Technology-Hardware	\$2,400	\$0	\$2,400
038-500175	Technology-Software	\$2,000	\$0	\$2,000

Class & Object	Class Title	FY 2021 Current Adjusted Authorized	Requested Action	FY 2021 Revised Adjusted Authorized
Expenditures Continued				
039-500188	Telecommunications	\$8,500	\$0	\$8,500
042-500620	Additional Fringe Benefits	\$3,067	\$0	\$3,067
046-500462	Consultants	\$1	\$0	\$1
050-500109	Personal Services Temp Appointee	\$72,000	\$0	\$72,000
060-500601	Benefits	\$269,966	\$0	\$269,966
070-500704	In-State Travel Reimbursement	\$2,950	\$0	\$2,950
080-500710	Out of State Travel Reimbursement	\$7,750	\$0	\$7,750
102-500731	Contracts For Program Services	\$0	\$37,537	\$37,537
234-500783	Autopsy Expense	\$854,951	\$0	\$854,951
	Total:	\$2,161,147	\$37,537	\$2,198,684
Revenue				
000-404884	Federal Funds	\$68,929	\$37,537	\$106,466
009-403168	Agency Income	\$63,066	\$0	\$63,066
009-405296	Agency Income	\$50,219	\$0	\$50,219
00D-488595	Federal Revenue Transfers From Other Agencies	\$120,000	\$0	\$120,000
00S-000010	GENERAL FUNDS	\$1,858,933	\$0	\$1,858,933
	Total:	\$2,161,147	\$37,537	\$2,198,684

2. Upon approval of Paragraph 1, Authorize the Department of Justice to enter into a **sole source** contract with Occupational Research and Assessment, Inc. (ORA, Inc.), Big Rapids, MI (Vendor #336755-B001) in the amount of \$200,081 to in order to enhance data gathering efforts, at the New Hampshire Office of Chief Medical Examiner, related to autopsies, and other investigative tasks of untimely death investigations, upon approval of the Governor and Executive Council through December 15, 2025. 100% Federal Funds.

Upon approval of *Paragraph 1*, funding is available in State Fiscal Year 2021 and is contingent upon the availability and continued appropriation of funds in Fiscal Years 2022 to 2026 with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
02-20-20-202010-1033 Office of Chief Medical Examiner 102-500731, Contracts for Program Services	\$37,537	\$35,529	\$35,552	\$35,505	\$35,621	\$20,337
Total Funding Fiscal Year 2021-2026:	<u>\$200,081</u>					

EXPLANATION

Paragraph 2 is a **sole source** request because the New Hampshire Office of the Chief Medical Examiner (OCME) is in need of specialized software specifically geared to meet the needs of an investigatory medical office. ORA, Inc. is utilized by other medical examiner offices in the country and is specially built for data collecting tasks and specialized reports unique to medical examiner operations.

The Paul Coverdell Federal Science Improvement Act Grant is a formula grant received annually from the National Institute of Justice. The intent of the program is to provide funding to improve forensic science and medical examiner services. A request for software funding was a new request for the formula grant and was, therefore, not budgeted. This portion of the grant, if authorized in *Paragraph 1*, will allow the OCME to access specialized software specific to the needs related to data analysis of forensic medical investigations.

The OCME has a unique role in state government to determine whether a person's untimely death is natural or by some other cause, such as homicide, suicide, overdose, or accident. As a major part of this process, the OCME performs autopsies and other investigative techniques to gather forensic evidence. These responsibilities are data and analysis intensive and unique to the OCME.

The Office of Chief Medical Examiner is located within the Department of Justice and is under the direction and control of the Attorney General pursuant to RSA 611-B. The OCME has the authority to "call upon and employ such persons, skilled science, pathology, or otherwise, as are necessary for the performance of duties." RSA 611-B:9. Because the State does not have the capabilities to provide a specialized analysis software to track autopsies and death investigations, the OCME must contract for those services.

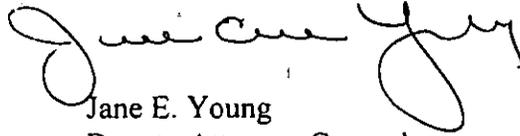
ORA, Inc. provides a software, entitled *MDILog*, to secure data storage which is Criminal Justice Information System (CJIS) compliant. MDILog enables remote submission of data, which is critical to OCME, as the office has many Assistant Deputy Medical Examiners (ADMEs) working around the state who respond to untimely deaths, including homicide scenes, to collect data for the OCME. These ADMEs are also health care professionals who report relevant information and photographs to the OCME. The portability of this software will allow ADMEs instant connection to the OCME for real-time reporting. MDILog will be a major benefit for the ADMEs and for the OCME. In addition, MDILog allows the Chief Medical Examiner to request and receive custom reports to assemble information in a clear and concise manner.

In the event that federal funds are no longer available, general funds will not be requested to support this request.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
March 22, 2021
Page 4 of 4

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jane E. Young". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Jane E. Young
Deputy Attorney General

#3100542

OCME (MDI Log)

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE GRANT AWARD		
Recipient Name: OCME (MDI log)		Vendor No.: 200881
Program Name: Coverdell-NFSI		Amount: \$37,537.00
Grant Start Date: 3/17/21	State Grant Number: 2021MDILOG	
Grant End Date: 12/31/21	Recipient DUNS #: 808591127	
Acct. No.: 02-20-20-201510-1033-102-500731		PO Number:
Head of Agency	Project Director	Fiscal Officer
Jane Young Deputy Attorney General 33 Capitol St Concord NH 03301	Jennie Duval Chief Medical Examiner 105 Pleasant St Ste 218 Concord NH 03301	Kathleen Carr Director of Administration 33 Capitol St Concord NH 03301
Federal Grant Name: Paul Coverdell Forensic Science Improvement Grant		
Federal Agency: United States Department of Justice		
Bureau/Office: Office of Justice Programs		
CFDA Number: 16.742		
Federal Grant Number: 2019-CD-BX-0047		
Federal Award Amount: \$272,275.00		Fed. Award Date: 9/12/2019
Federal Start: 1/1/2020	Federal End: 12/31/2021	
Purpose of Grant: [Non R&D]		
Program Requirements:	Adherence to Program Conditions and Guidelines.	
Match Requirements:	Match must be spent on program allowable activities.	
Program Income Requirements:	Program Income must be reported and spent on program allowable activities.	
Reporting Requirements:	Monthly or quarterly Financial reports. Required Performance reports and audit. Adherence to Program Conditions and Guidelines. Completion of Monitoring forms and processes.	

Department of Justice
 OCME FISCAL SITUATION-FISCAL YEAR 2021
 02-20-20-202010-1033

Total Agency Authorization	\$	37,537
Less Expenditures to 06/30/2020	\$	-
Remaining Authorization to Budget	\$	<u>37,537</u>
Less Current Budget Authorization	\$	-
Total Available for Budgeting	\$	<u>37,537</u>
Available to Budget at Later Date	\$	<u>37,537</u>
REQUESTED ACTION	\$	<u>-</u>

Grant Award Number	Award Amount	Expenses to 06/30/2020	Balance
2019-CD-BX-0047	\$ 37,537	\$ -	\$ 37,537



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

February 8, 2021

David A. Rienzo
Attorney; Dir. Law Office Infrastructure
Department of Justice
State of New Hampshire
33 Capitol Street
Concord, NH 03301

Dear Attorney Rienzo:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with Occupational Research and Assessment, Inc. (ORA, Inc), of Big Rapids, MI, as described below and referenced as DoIT No. 2021-052.

The DOJ requests approval to enter into a contract with ORA, Inc. for a subscription to their product MDILog. MDILog is a hosted, cloud-based software service designed specifically to meet the needs of a medical examiner's office. It provides secure data storage using Amazon Web Services and is FedRAMP and CJIS compliant. MDILog enables the remote submission of data, which is critical to the Office of the Chief Medical Examiner ("OCME"), as it has many Assistant Deputy Medical Examiners (ADME) distributed around the state who respond to a crime scene to collect data for the OCME. MDILog will be a major benefit for them and for the OCME.

The cost of the contract is \$200,081 and shall be effective upon Governor and Executive Council approval through December 15, 2025.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a horizontal line extending to the right.

Denis Goulet

DG/ik
Contract #2021-052
cc: Rebecca Bolton, 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.

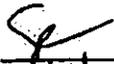
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name State of New Hampshire, Department of Justice		1.2 State Agency Address 33 Capitol Street Concord, NH 03301	
1.3 Contractor Name Occupational Research and Assessment, Inc.		1.4 Contractor Address 124 Elm Street Big Rapids, MI 49307	
1.5 Contractor Phone Number 231-796-2822	1.6 Account Number 02-20-20-202010-1033-102-500731	1.7 Completion Date December 15, 2025	1.8 Price Limitation \$200,081
1.9 Contracting Officer for State Agency Kathleen Carr		1.10 State Agency Telephone Number 603-271-1234	
1.11 Contractor Signature  Date: 2/18/21		1.12 Name and Title of Contractor Signatory STEVE CLARK DIRECTOR	
1.13 State Agency Signature Kathleen Carr Date: 03/17/2021		1.14 Name and Title of State Agency Signatory Kathleen Carr, Director of Administration	
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:  On: 3/16/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 2/18/21

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.

EXHIBIT A

Exceptions to P-37

1. There are no other special provisions of this contract.

Contractor Initials: Se
Date: 2/18/2021

EXHIBIT B

STATEMENT OF WORK

1. Occupational Research Assessment, Inc. (ORA, Inc.), (hereinafter "Contractor") agrees to make available to the New Hampshire Department of Justice (hereinafter "the Department") its product known as MDILog (hereinafter "the Product"). The Product consists of various components, including computer software designed for use by, among others, state medical examiners, along with online storage of electronic data related to the work done by such state medical examiners; as interfaces with state and other medical and/or forensic laboratories and health care providers or experts; data processing and reporting; and a mobile application that allows remote gathering and uploading of relevant data.
2. The Contractor will make the Product available to the Department on a subscription basis as set out in the following "EXHIBIT C". The Contractor also agrees to undertake the conversion of data currently in the Department's case management environment (ProLaw) and to ingest that converted data into MDILog's database.
3. The Contractor will create and program the interface to JusticeTrax, the computer software system used by the State's toxicology laboratory. This is to facilitate sharing relevant electronic data between the Medical Examiner's Office and State Police.
4. The Contractor will make available its mobile software, for no less than 30 users of this software, which is designed to run on the Apple iOS or on Android. This allows the Assistant Deputy Medical Examiners (ADMEs) to gather information at a death scene and directly upload that data to the MDILog cloud storage site. The Department intends to provide each ADME with the mobile software.
5. The Contractor agrees to two days of onsite training for the Chief Medical Examiner and her staff.
 - 5a. Two days of onsite training shall be coordinated between the Chief Medical Examiner and the Contractor based on a Monday through Friday work day from 9:00 A.M. to 5:00 P.M.
6. The Contractor will be available to provide custom forms and reports, and to otherwise customize the State's version of MDILog at an hourly rate as described in "EXHIBIT C".
7. Because the Product is cloud-based, the Contractor has constant access to the software and the hardware on which it operates. Accordingly, support will be ongoing, and is included in the annual subscription price.

Contractor Initials: 

Date: 2/18/21

8. Contractor agrees to store OCME Data in a FedRAMP-authorized data storage facility.
9. Contractor agrees that OCME Data shall be subject to access restrictions in the form of unique user names and complex passwords pursuant to current State and DoIT standards.
10. Contractor agrees that OCME Data shall be encrypted "end-to-end," meaning it needs to be encrypted in transmission to and from the secure data store and while at rest in the data store.
11. Contractor agrees that OCME Data shall be backed up regularly on a schedule to be determined, but that will at minimum protect the information in the event of a crash or a malware attack.
12. Contractor agrees that the application or applications used to access and manipulate OCME Data shall protect the data from reasonably foreseeable threats, including any exploits commonly known to web designers and developers. This includes, but is not limited to, exploits or techniques published or described by any well-known internet security analysis firm. To this end, Contractor affirms that it currently uses Qualys SSL Labs to perform system scans for SSL configuration verification and PortSwigger's Burp Suite to identify software vulnerabilities and determine required action and fixes as necessary. Contractor agrees that such scans shall be performed annually, or after an upgrade, whichever occurs first. Subsequent to such system scans and security reviews, Contractor shall notify the Department that these have been completed and any vulnerabilities discovered pursuant to said reviews have been addressed. Contractor affirms that any changes to this established procedure will be undertaken only subsequent to notice to the Department.
13. Contractor agrees that any changes to the storage facility or the applications used to access or manipulate OCME Data shall meet or exceed each of these requirements, And that any change in host or location of data store shall be undertaken only after notice to OCME.
14. Contractor shall authorize the State to perform scheduled and random security audits, including application vulnerability assessments, upon request. Said audits shall not occur more frequently than twice per year.
15. Contractor shall take corrective action, at their expense, for any critical security vulnerabilities identified as a result of any security audit.
16. Contractor shall notify the State's project manager of any security breaches within four (4) hours of the time the vendor learns of their occurrence.

Contractor Initials:

S

Date:

2/18/21

17. Contractor shall ensure that all system, security, and application logs relevant to the Department and its data shall remain available to the Department.
18. The term of this agreement is for 5 years. Annually-charged activities include the access to the system itself, maintenance for the interface to the toxicology laboratory, and the Electronic Death Registration System (EDRS).
19. All Contractor correspondence and submittals shall be directed to:
State of New Hampshire
Department of Justice
Office of Chief Medical Examiner
250 Pleasant Street, CME 2nd Floor Suite 218
Concord NH 03301
603-271-1235

Contractor Initials: SC

Date: 2/18/21

EXHIBIT C

CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

1. The Contractor will receive one-time payments for the following setup costs and training in return for services as described in "EXHIBIT B" as follows:

One Time MDILog Setup Costs

Item No.	Item Description	Cost – Not To Exceed
1	State Toxicology Lab Interface (Build)*	\$15,000
2	Data Migration Access-to-MDILog	\$7,500
3	EDRS (Build)	\$5,263
4	Two Day Onsite Training	\$2,000

Total One Time Costs Not To Exceed: \$29,763

*Setup for State Toxicology Lab Interface shall only occur upon Request of Chief Medical Examiner if deemed necessary.

2. The Contractor will receive annual payments in return for services as described in "EXHIBIT B" according to the following schedule:

Five Year MDILog System Annual Costs

Date Range	System Cost Not To Exceed	Toxicology Interface Maintenance and Support	Electronic Death Registration System (EDRS) Interface Maintenance	Mobile Application @ \$25 Per User x 35 Users*	Annual Total Not To Exceed	Estimated % Increase Not To Exceed
12/16/2020 to 12/15/2021	\$22,228	\$1,603	\$6,266	\$875	\$30,972	0.00%
12/16/2021 to 12/15/2022	\$23,341	\$1,603	\$6,266	\$875	\$32,085	3.59%
12/16/2022 to 12/15/2023	\$24,275	\$1,603	\$6,266	\$875	\$33,019	2.91%
12/16/2023 to 12/15/2024	\$25,246	\$1,603	\$6,266	\$875	\$33,990	2.94%
12/16/2024 to 12/15/2025	\$26,508	\$1,603	\$6,266	\$875	\$35,252	3.71%

Five-Year MDILog System Not To Exceed: \$165,318

*The Department will only be charged per actual user, which is estimated at 35 users.

3. The Contractor will produce specialized forms and/or reports only upon the request of the Chief Medical Examiner at a cost of \$125 per hour for a cost not to exceed \$5,000.

Contractor Initials: GA
Date: 2/18/21

4. The State's obligation to compensate and reimburse the Contractor under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.
5. Payments for one time setup service (item 1) and/or the production of specialized forms and/or reports (item 3) will be made within thirty (30) days following completion of work to the satisfaction of the Chief Medical Examiner. Said payment shall be made out to the Contractor's accounts receivables address per the Financial System for the State of New Hampshire.
6. Annual payments (item 2) will be made within thirty (30) days of receipt of annual invoice. Said payment shall be made out to the contractor's accounts receivables address per the Financial System for the State of New Hampshire.

Contractor Initials: *g*
Date: 2/18/21

State of New Hampshire

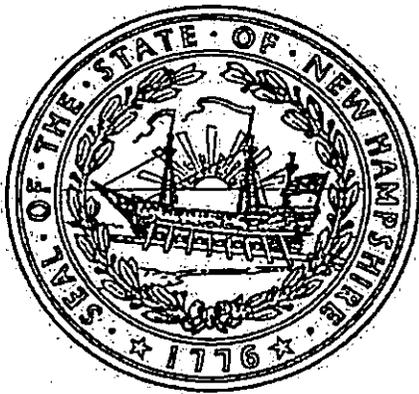
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OCCUPATIONAL RESEARCH AND ASSESSMENT, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 11, 2021. 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: 865134

Certificate Number : 0005293897



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of March A.D. 2021.

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

William M. Gardner
Secretary of State

**Resolution of the Sole Director of
Occupational Research and Assessment, Inc.
124 Elm Street – Big Rapids, MI - 49307**

Date: February 19, 2021

Contract MDILog System
Title of Contract

Occupational Research and Assessment, Inc.
Contracting Party

2021 - 2025
Initial Term of Contract

Other Material Description

The undersigned, being the office administrator for Occupational Research and Assessment, Inc. a Michigan corporation with offices at 124 Elm Street, Big Rapids, Michigan 49307 USA ("Corporation"), makes and adopts as of the date set forth above the resolution stated below, without prior notice, without a meeting and without a vote pursuant to Sections 407 and 525 of the Michigan Business Corporation Act.

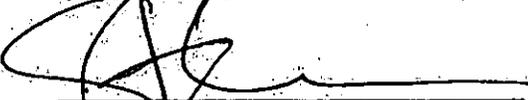
NOW, THEREFORE, BE IT RESOLVED that Steven C. Clark, PhD and President of the Corporation, is authorized and empowered to execute and deliver the contract identified above in the name and on behalf of the Corporation, in the form approved by him, including with such modifications and amendments as he may in his discretion approve, which approval shall be conclusively evidenced by his execution of the contract.

Office Administrator:



Kavan Story

ORA Director:



Steven C. Clark, PhD



OCCUP-1

OP ID: MP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2021

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 Hinkle-Witbeck Agency, Inc. P.O. Box 918, 233 N Main St Ewart, MI 49631 Michelle Pennington	231-734-5519	CONTACT NAME: Michelle Pennington PHONE (A/C, No, Ext): 231-734-5519 FAX (A/C, No): 231-734-2238 E-MAIL ADDRESS: michelle@hinklewitbeck.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Occupational Research & Assessment 124 Elm St Big Rapids, MI 49307	INSURER A: Michigan Insurance Company	NAIC # 10857
	INSURER B: Pioneer State Mutual Insurance	18309
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (USD) (Y/N)	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 <input checked="" type="checkbox"/> Blanket A1 per Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	CPJ0009040	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED <input checked="" type="checkbox"/> RETENTION \$ 10000		CXJ8940928	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	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 WC00007889	07/08/2020	07/08/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER STATE04 The State of New Hampshire 109 Pleasant St Concord, NH 03301	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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