

JH

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

1 GRANITE PLACE SOUTH
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

107
MAR 04 2026

February 6, 2026

Her Excellency, Governor Kelly A. Ayotte
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 \$42,625, from the Paul Coverdell Forensic Science Improvement Act Grant, to provide specialized software to the New Hampshire Office of Chief Medical Examiner, to enhance data gathering efforts related to autopsies, and other investigative tasks, of untimely deaths, upon approval of the Governor and Executive Council through June 30, 2027. 100% Federal Funds.

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

Class/Expense	Class Title	FY 2026 Current Adjusted Authorized	Requested Action	FY 2026 Revised Adjusted Authorized
010-500100	Personal Services Perm. Classified	\$101,386	\$0	\$101,386
014-500134	Personal Services Unclassified	\$165,460	\$0	\$165,460
015-500137	Personal Services Unclassified	\$741,050	\$0	\$741,050
018-500106	Overtime	\$2,500	\$0	\$2,500
019-500103	Holiday Pay	\$1,000	\$0	\$1,000
020-500200	Current Expense	\$35,000	\$0	\$35,000
022-500255	Rents-Leases Other Than State	\$392,785	\$0	\$392,785
026-500251	Organizational Dues	\$1,500	\$0	\$1,500
027-582703	Transfers to DoIT	\$55,129	\$0	\$55,129
030-500301	Equipment New/Replace	\$12,500	\$0	\$12,500
037-500174	Technology-Hardware	\$3,600	\$0	\$3,600
038-500175	Technology-Software	\$90,514	\$42,625	\$133,139

039-500188	Telecommunications	\$12,500	\$0	\$12,500
040-500800	Indirect Costs	\$3,896	\$0	\$3,896
041-500801	Audit Fund Set Aside	\$200	\$0	\$200
042-500620	Additional Fringe Benefits	\$11,088	\$0	\$11,088
050-500109	Personal Services Temp Appointee	\$73,440	\$0	\$73,440
060-500601	Benefits	\$424,478	\$0	\$424,478
070-500704	In-State Travel Reimbursement	\$3,000	\$0	\$3,000
080-500710	Out of State Travel Reimbursement	\$5,500	\$0	\$5,500
089-501543	DAS Maintenance Fund	\$2,306	\$0	\$2,306
234-500783	Autopsy Expense	\$1,092,982	\$0	\$1,092,982
	Total:	\$3,231,814	\$42,625	\$3,274,439
Revenue				
000-404884-16	Federal Funds	\$284,876	\$42,625	\$327,501
009-403168-12	Agency Income	\$81,983	\$0	\$81,983
00D-488595-69	Fed Rev Xfers Fr. Oth Agency	\$203,643	\$0	\$203,643
00S-000010	General Funds	\$2,661,312	\$0	\$2,661,312
	Total:	\$3,231,814	\$42,625	\$3,274,439

2. Upon approval of Requested Action #1, Authorize the Department of Justice to enter into a **sole source** contract with Occupational Research and Assessment, Inc., Big Rapids, MI (Vendor #336755-B001) in the amount of \$237,995.12 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 deaths, upon approval of the Governor and Executive Council through December 15, 2030. 100% Federal Funds.

Upon approval of Requested Action #1, funding is available in State Fiscal Year 2026 and is contingent upon the availability and continued appropriation of funds in Fiscal Years 2027 to 2030 with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
02-20-20-202010-1033 Office of Chief Medical Examiner 038-500175, Technology Software	\$42,625.04	\$44,514.82	\$47,059.70	\$49,750.86	\$54,044.70

Total: \$237,995.12

EXPLANATION

Requested Action #2 is a **sole source** request because the New Hampshire Office of the Chief Medical Examiner (OCME) has been using this specialized software specifically geared to meet the needs of an investigatory medical office. Occupational Research and Assessment, Inc. is utilized by

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
February 6, 2026
Page 3 of 3

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. Approval of Requested Action #1 will allow the OCME continued access to this 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 include data analysis unique to the OCME.

The Office of Chief Medical Examiner is budgeted within the Department of Justice 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.

Occupational Research and Assessment, Inc. provides 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 Assistant Deputy Medical Examiners (ADMEs) distributed 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 allows ADMEs instant connection to the OCME for real-time reporting. MDILog has been, and will continue to 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.

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

Respectfully submitted,



John M. Formella
Attorney General

Department of Justice
 GRANTS FISCAL SITUATION-FISCAL YEAR 2026
 02-20-20-202010-1033-Chief Medical Examiner

Total Grant	\$ 103,863
Less Expenditures to 06/30/2025	\$ -
Remaining Authorization to Budget	\$ 103,863
Less Current Budget Authorization	\$ -
Total Available for Budgeting	\$ 103,863
Available to Budget at Later Date	\$ 61,238
REQUESTED ACTION	\$ 42,625

Grant Award Number	Award Amount	Expenses to 06/30/2025	Balance
15PBJA-24-GG-03231-COVE	\$ 103,863	\$ -	\$ 103,863



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		NEW HAMPSHIRE DEPARTMENT OF JUSTICE OFFICE OF THE ATTORNEY GENERAL 1 GRANITE PLACE SOUTH	
City, State and Zip:		CONCORD, NH 03301	
Recipient UEI:		RQ3MKLRJ4LV6	
Project Title: FY2024 Paul Coverdell Forensic Science Improvement Grants Program-Formula		Award Number: 15PBJA-24-GG-03231-COVE	
Solicitation Title: BJA FY24 Paul Coverdell Forensic Science Improvement Grants Program- Formula			
Federal Award Amount: \$103,863.00		Federal Award Date: 9/27/24	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: O			
Assistance Listing: 16.742 - Paul Coverdell Forensic Sciences Improvement Grant Program			
Project Period Start Date: 10/1/24		Project Period End Date: 9/30/26	
Budget Period Start Date: 10/1/24		Budget Period End Date: 9/30/26	
Project Description: The New Hampshire Department of Justice is the State Administrating Agency authorized to administer U.S. Department of Justice Grant programs and is submitting the FY24 Paul Coverdell Forensic Science Improvement Grant Program-Formula application on behalf of the State of New Hampshire. According to the most recent New Hampshire Drug Monitoring Initiative data from the Office of Chief Medical Examiner (OCME), 486 people died in 2022 from drug overdoses with 426 of these being opioid related. These high number of deaths impact the workload on forensic services, making Coverdell Formula funding strategically important to the State. The OCME currently has only two pathologists employed, with one position vacant. This staffing shortage leads to pathologists taking on extra duties, creating an increase in backlog forensic cases and an overall decreased efficiency. As a result, this Coverdell funding to the Office of the Chief Medical Examiner will support costs related to an Office Manager, whose position assists with necessary clerical tasks, and a Deputy Chief Forensic Investigator, whose duties includes working with law enforcement, families, funeral homes, and the public during the forensic investigation process. Continued Coverdell funding for the MDILog, which is a web-based case management software for medical examiners for the OCME, will help streamline the OCME data processes and enhance the forensic services with more detailed and easily accessible data tracking. The outcome of providing this funding to this established and accredited forensic laboratory system is the enhancement of the efficiency and accuracy of forensic services in the State by increasing staffing and technology to handle the increased workload and backlog of forensic cases being faced due to the documented high number of drug overdose deaths yearly.			

Award Letter

September 27, 2024

Dear Kathleen Carr,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by NEW HAMPSHIRE DEPARTMENT OF JUSTICE OFFICE OF THE ATTORNEY GENERAL for an award under the funding opportunity entitled 2024 BJA FY24 Paul Coverdell Forensic Science Improvement Grants Program- Formula. The approved award amount is \$103,863.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Additional Information Required

NEPA Letter

The scope or location of the proposed project is such that it may not qualify for a categorical exclusion as contained in Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.??

As such, prior to initiation of the project, the grantee may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS).??

Additional information is needed to determine if any of the following activities will be conducted as a result of this award, whether under the Office of Justice Programs federal action or a related third party action:?

(1) New construction?

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species?

(3) A renovation that will change the basic prior use of a facility or significantly change its size?

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment?

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)?

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see? <https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance> ??

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.?

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information**Recipient Name**

NEW HAMPSHIRE DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

UEI

RQ3MKLRJ4LV6

Street 1

1 GRANITE PLACE SOUTH

Street 2**City**

CONCORD

State/U.S. Territory

New Hampshire

Zip/Postal Code

03301

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

9/27/24

Award Type

Initial

Award Number

15PBJA-24-GG-03231-COVE

Supplement Number

00

Federal Award Amount

\$103,863.00

Funding Instrument Type

Grant

**Assistance Listing
Number****Assistance Listings Program Title**

16.742

Paul Coverdell Forensic Sciences Improvement Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Sec. 2801-2806 (codified at 34 U.S.C. 10561-10566)

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title**Awarding Agency**

2024 BJA FY24 Paul Coverdell Forensic Science Improvement Grants Program- Formula

OJP

Program Office

BJA

Application Number

GRANT14160356

Grant Manager Name

Kathy Mason

Phone Number

202-598-7538

E-mail Address

Kathy.Mason@usdoj.gov

Project Title

FY2024 Paul Coverdell Forensic Science Improvement Grants Program-Formula

Performance Period Start

Date

10/01/2024

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2026

Project Description

The New Hampshire Department of Justice is the State Administrating Agency authorized to administer U.S. Department of Justice Grant programs and is submitting the FY24 Paul Coverdell Forensic Science Improvement Grant Program-Formula application on behalf of the State of New Hampshire. According to the most recent New Hampshire Drug Monitoring Initiative data from the Office of Chief Medical Examiner (OCME), 486 people died in 2022 from drug overdoses with 426 of these being opioid related. These high number of deaths impact the workload on forensic services, making Coverdell Formula funding strategically important to the State. The OCME currently has only two pathologists employed, with one position vacant. This staffing shortage leads to pathologists taking on extra duties, creating an increase in backlog forensic cases and an overall decreased efficiency. As a result, this Coverdell funding to the Office of the Chief Medical Examiner will support costs related to an Office Manager, whose position assists with necessary clerical tasks, and a Deputy Chief Forensic Investigator, whose duties includes working with law enforcement, families, funeral homes, and the public during the forensic investigation process. Continued Coverdell funding for the MDILog, which is a web-based case management software for medical examiners for the OCME, will help streamline the OCME data processes and enhance the forensic services with more detailed and easily accessible data tracking. The outcome of providing this funding to this established and accredited forensic laboratory system is the enhancement of the efficiency and accuracy of forensic services in the State by increasing staffing and technology to handle the increased workload and backlog of forensic cases being faced due to the documented high number of drug overdose deaths yearly.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment

or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially

reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a

gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated

to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

36

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

37

The recipient shall transmit to the BJA grant manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by BJA where appropriate and to respond to press or public inquiries.

38

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any

accompanying accessories to support UAS.

39

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

40

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

41

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

42

Generally Accepted Laboratory Practices

The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

External Investigations

The recipient shall ensure that requirements associated with 34 U.S.C. section 10562(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

Accreditation

The recipient shall ensure that any forensic laboratory or forensic laboratory system (not including any medical examiner's office or coroner's office) that will receive any portion of the award either is accredited, or will use a portion of this award to prepare and apply for accreditation by not more than two years from the award date of this award.

Additionally, with respect to accreditation, the recipient shall ensure that for any subaward it makes under this award, it will require in a legally-binding and enforceable writing, such as the subaward documentation (for example, subaward terms and conditions), that its subrecipient: 1) if accredited, must continue to demonstrate such accreditation as a condition of receiving or using the subaward funds; or, 2) if not accredited, must use the subaward funds to prepare and apply for accreditation.

The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Forensic Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding what

BJA will consider to be acceptable documentation of accreditation. The recipient is to contact the BJA grant manager for clarification or guidance if it should have any question as to what constitutes proper accreditation for the purposes of the Coverdell program. Award funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that BJA determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient.

The recipient agrees to notify BJA promptly upon any change in the accreditation status of any forensic science laboratory or forensic laboratory system that receives funding under this award.

43

Use of Funds; No Research

Funds provided under this award shall be used only for the purposes and types of expenses set forth in the solicitation. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the BJA grant manager prior to incurring the expense or commencing the activity in question.

Performance Measures

To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with these Coverdell funds, if applicable to the award. Recipients are required to collect and report data relevant to these measures.

44

The recipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the solicitation.

The recipient understands and agrees that program income that is earned during the final one hundred twenty (120) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the one hundred twenty-day (120-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within one hundred twenty (120) days of the end of the award period must be returned to OJP.

45

The recipient understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income. Notice must be provided in writing to the BJA grant manager for the

award within ten (10) business days of implementation of the change.

46

The recipient agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of support under this award. This report will include the following: (1) a summary and assessment of the program carried out with this grant, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner/coroner's office services); (2) the average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system in that State operated by the State or by a unit of local government and the delivery of test results to the requesting office or agency; (3) an identification of the number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system; and (4) with respect to any unaccredited forensic science service provider receiving funds from this award for accreditation, full details on the progress of any such provider toward obtaining accreditation. The recipient is required to collect data necessary for this report. This report is due no later than 120 days following the close of the award period or the expiration of any extension periods. The report can be filed online through the Internet at: <https://justgrants.usdoj.gov>

47

The recipient acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, BJA assumes that recipients (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The recipient shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral. Should the project period for this award be extended, the recipient shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the recipient shall submit the required information as to any period not covered by prior reports as part of its final report. The recipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

48

Recipient may not expend or drawdown more than 10% of the award funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

49

The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed 25% of the total amount of the award. None of these funds may be used to acquire chemicals, or implement a project involving the use of chemicals such as testing of evidence, or implement a major renovation or construction project, while this condition remains on the award. The recipient is not authorized to incur any additional obligations, or make any additional expenditures or drawdowns until the program office has verified that the recipient has submitted all necessary documentation required to comply with Department of Justice Environmental Impact Review Procedures found at 28 CFR Part 61, Appendix D, OJP has reviewed and approved the documentation, and an Award Condition Modification (ACM) has been issued removing this condition.

50

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	9/27/24 9:35 AM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

Director of Administration

Signed Date And Time



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

January 20, 2026

David Portal, Director
Department of Justice
33 Capitol Street
Concord, NH 03301

Dear Director Portal:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with ORA, Inc., as described below and referenced as DoIT No. 2026-045.

The purpose of this request is to enter into a contract with ORA, Inc. for their MDILog service package. MDILog is a program designed to assist with conducting medicolegal death investigations and serves as a case management system for the many medicolegal cases that the Department of Justice, Office of the Chief Medical Examiner investigates.

The Total Price Limitation shall be \$237,995.12, effective upon Governor and Council approval through December 15, 2030.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/RA
DoIT #2026-045

cc: Rebecca Bolton, IT Lead

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
AGREEMENT



State of New Hampshire

New Hampshire Department of Justice

#2026-045 DOJ MDILog System

DOJ – DoIT #2026-045

Version 7.0 2/2025

Page 1 of 37

Contractor Initials: *SC*

Date: *1/28/26*

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
AGREEMENT

CONTENTS

FORM NUMBER P-37 (VERSION 2/23/2023)3
EXHIBIT A - SPECIAL PROVISIONS 10
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES.. 14
EXHIBIT C – PRICE AND PAYMENT SCHEDULE28
EXHIBIT D – SOFTWARE LICENSE AGREEMENT30
EXHIBIT E – TERMS AND DEFINITIONS and Contractor Certificates33

Page 2 of 37
Contractor Initials: *SC*
Date: 1/28

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
AGREEMENT

FORM NUMBER P-37 (VERSION 2/23/2023)

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 1 Granite Place South 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 Unit and Class 02-20-20-202010-1033-102-500731	1.7. Completion Date 12/15/2030	1.8. Price Limitation \$237,995.12
1.9. Contracting Officer for State Kathleen Carr		1.10. State Agency Telephone Number 603-271-1234	
1.11. Contractor Signature and Date:  1/28/26		1.12. Name and Title of Contractor Signatory: STEVEN CLARK, PhD OWNER	
1.13. State Agency Signature Date: Kathleen Carr		1.14. Name and Title of State Agency Signatory Kathleen Carr, Director of Administration	
1.15. Approval by the NH Department of Administration, Division of Personnel (if applicable) Director: Date:			
1.16. Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Christen Lavers Date: 2/4/26			
1.17. Approval by the Governor and Executive Council (if applicable) G&C item number: G&C meeting date:			

Page 3 of 37
 Contractor Initials: SC
 Date: 1/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
AGREEMENT

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, 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.
- 3.3. 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. 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 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, 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. 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. 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.

Page 4 of 37

Contractor Initials: sc

Date: 1/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
AGREEMENT

- 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 NH RSA 80:7 through RSA 80:7 c or any other provision of law.
- 5.4. The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental

disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

- 6.3. No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
- 6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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. The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Page 5 of 37
Contractor Initials: *CS*
Date: *1/28*

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
AGREEMENT

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE

10.1. As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not

Page 6 of 37
Contractor Initials: SW
Date: 1/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
AGREEMENT

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. Disclosure of data, information and other records shall be governed by NH RSA chapter 91 A and/or other applicable law. Disclosure 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. Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

- 12.2. For purposes of paragraph 12, 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.

- 12.3. None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

- 12.4. 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

The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in

Page 7 of 37

Contractor Initials: SA

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
AGREEMENT

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 New Hampshire 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION

Page 8 of 37

Contractor Initials: GN

Date: 1/28/26

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 NH RSA chapter 281-A ("Workers' Compensation").

15.2. To the extent the Contractor is subject to the requirements of NH 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 any successor, proof of Workers' Compensation in the manner described in NH RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH

A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE

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

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
AGREEMENT

the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT

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

19. CHOICE OF LAW AND FORUM

19.1. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2. Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS

In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES

This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any

legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS

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

24. FURTHER ASSURANCES

The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Page 9 of 37

Contractor Initials: su

Date: 1/28

STATE OF NEW HAMPSHIRE
Departmentn of Justice
DoIT # 2026-045 - MDI Log System
EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

1. Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. 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;
- f. Implement an orderly return of State data in a CSV (Comma-separated values) or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy 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)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services

Page 10 of 37

Contractor Initials: Se

Date: 1/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
EXHIBIT A – SPECIAL PROVISIONS

requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

2. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

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

10.5 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.

10.6 A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and 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.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and

Page 11 of 37

Contractor Initials: SC

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Departmentn of Justice
DoIT # 2026-045 - MDI Log System
EXHIBIT A – SPECIAL PROVISIONS

specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If 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 Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

3. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

4. The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

27.1 Neither 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.

27.2 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.

28. REQUIREMENTS FOR WEB CONTENT AND MOBILE APPLICATION ACCESSIBILITY.

28.1 Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1 of the Web Content Accessibility Guidelines at Level AA conformance.

28.2 Contractor acknowledges and agrees that the State may require Contractor's compliance with the web content and mobile application accessibility standards set forth in Paragraph 28.1 to be determined by a third-party selected by the State in its sole and absolute discretion.

29. EXHIBITS/ATTACHMENTS

Page 12 of 37

Contractor Initials: *sc*

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
EXHIBIT A – SPECIAL PROVISIONS

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

30. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

31. PROHIBITED TECHNOLOGIES

- a. No equipment or services on the State of New Hampshire's Prohibited Technologies List; and
- b. No equipment or services on the FCC Covered List.

32. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- I. State of New Hampshire, Department of Justice Contract Agreement <DOJ # 2026-045 MDILOG System P-37 as amended by Exhibit A.
- II. State of New Hampshire, Department of Justice Contract Exhibits in order of precedence:
 - a. Exhibit B.
 - b. Exhibit C.
 - c. Exhibit D
 - d. Exhibit E.
 - e. Exhibit F.
- III.

Remainder of this page intentionally left blank.

Page 13 of 37
Contractor Initials: SC
Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. 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.
3. The Contractor will continue to support software interface to toxicology laboratories as needed.
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 to gather information at a deathscene and directly upload that data to the MDILog cloud storage site.
5. 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.
6. 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.
7. Contractor agrees to store OCME Data in a FedRAMP-authorized data storage facility.
8. 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.
9. 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.
10. 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.

Page 14 of 37

Contractor Initials: SK

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

11. 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.

12. 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.

13. 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.

14. Contractor shall take corrective action, at their expense, for any critical security vulnerabilities identified as a result of any security audit.

15. 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.

16. Contractor shall ensure that all system, security, and application logs relevant to the Department and its data shall remain available to the Department.

17. 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).

18. 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

2. BUSINESS / TECHNICAL REQUIREMENTS

2.1 Business Requirements

See Statement of Work

Page 15 of 37

Contractor Initials: SK

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

2.2 Technical Requirements

Please utilize the following instructions to complete all tables 2.2 Technical Requirements s.

Criticality Column:

(M) Indicates a requirement that is "Mandatory." The State considers it to be of such great importance that it must be met for the Contract to be accepted. If the vendor believes that there is something about their Statement of Work that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a Contract if the need of the requirement is reduced or eliminated by another feature of the Contract.

(P) Indicates a requirement which is "Preferred." This requirement is considered by the State to be of great usefulness, but the lack of this feature is not considered serious enough to disqualify the Contract.

(O) Indicates a requirement which is "Optional." This requirement is considered by the State to be one which is useful or potentially useful but not a central feature of the Project.

Vendor Response Column:

Enter "Yes" if the Solution can fully support ALL the functionality described in the row, without special customization. "Yes" can only be used if the delivery method is Standard (see delivery method instructions below).

Otherwise, enter "No"; "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

Vendor Delivery Method Column:

Complete the delivery method using Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

Standard – Feature/Function is included in the proposed Solution and available in the current Solution release.

Future – Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)

Custom – Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the modification in the comment area. These cost estimates should add up to the total cost for modifications found in the cost summary table in Section X of the RFP).

Not Available/Not Proposing – Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Vendor Comments Column:

For all Delivery Method responses, vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

Page 16 of 37

Contractor Initials: SE

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

Table B-2.2.1 Prohibited Technologies

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
PT1	No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: Prohibited Technologies List and No equipment or services on the FCC Covered List found here: FCC Section 2 List of Equipment and Services	M	Yes		

Table B-2.2.2 Security Compliance Requirements

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
T1.1	Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline SP 800-171 Rev. 3, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations CSRC (nist.gov)	M	Yes		
T1.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations CSRC (nist.gov)	P	No		

Table B-2.2.3 StateRAMP Authorization

Page 17 of 37
 Contractor Initials: SC
 Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
T2.1	StateRAMP Ready/Authorized Certification Home - StateRAMP	P	No		
T2.2	If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M	Yes		
T2.3	If StateRAMP Active, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	Yes		
T2.4	If StateRAMP In Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	Yes		
T2.5	If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.	M	Yes		
T2.6	If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the vendor shall initiate and provide a StateRAMP Security Snapshot with their response. You agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	Yes		
T2.7	Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor	M	Yes		

Page 18 of 37

Contractor Initials: *CS*

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

	shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.				
--	---	--	--	--	--

Table B-2.2.4 Other Certifications in Lieu of StateRAMP

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
T3.1	FedRAMP Authorized https://www.fedramp.gov/How to Become FedRAMP Authorized FedRAMP.gov	P	Yes		
T3.2	HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance Information Risk Management and Compliance	P	Yes		

Table B-2.2.5 Hosted Platform

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments

Page 19 of 37
 Contractor Initials: sc
 Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

T4.1	<p>The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments.</p> <ul style="list-style-type: none"> • AWS US East/West • AWS GOV CLOUD • AZURE Commercial Cloud • AZURE Government (Includes Dynamics 365) • GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) • ORACLE Government Cloud – Common Controls • ORACLE Federal Managed Cloud Services 	P	Yes	AWS GOV Cloud East/West	
------	--	---	-----	----------------------------------	--

Table B-2.2.6 Individual Agency Compliance Requirements (examples listed below)

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
T5.1	FTI Pub 1075	M	Yes		
T5.2	HIPAA	P	Yes		
T5.3	FERPA	P	Yes		
T5.4	CJIS	P	Yes		

Table B-2.2.7 Information Technology Accessibility Compliance

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
T6.1	Web content and mobile applications must comply with WCAG 2.1, Level AA.	M	Yes		
T6.2	Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must	M	Yes		

Page 20 of 37
 Contractor Initials:
 Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

	comply with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware.			
--	--	--	--	--

Table B-2.3 Service Level Requirements

Contractor agrees to the following Service Level Requirements

Criticality (M = Mandatory; P = Preferred).

Requirement #	Requirement Description	Criticality
SLA-1	Contractor’s System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
SLA-2	Contractor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M
SLA-3	Contractor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA-4	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA-5	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:30 AM to 5:00 PM, Monday through Friday EST.	M
SLA-6	Contractor shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> • Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non-Software - Services were inadequate and require re-performance of the Service. • Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non-Software - Services were deficient, require reworking, but do not require re-performance of the Service. • Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non-Software - Services require 	M

Page 21 of 37

Contractor Initials: SW

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

	only minor reworking and do not require re-performance of the Service.	
SLA-7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: <ul style="list-style-type: none"> • Class A Deficiency – Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support onsite or with remote diagnostic Services, within four (4) business hours of a request; • Class B & C Deficiency – The State shall 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; Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract. 	M
SLA-8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
SLA-9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
SLA-10	If Contractor is unable to meet the uptime requirement, Contractor shall credit State’s account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M
SLA-11	Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA-12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA-13	Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA-14	Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA-15	Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality	M

Page 22 of 37

Contractor Initials: *SN*

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

	releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	
SLA-16	<p>For all maintenance Services calls, Contractor shall ensure the following information will be collected and maintained:</p> <ol style="list-style-type: none"> 1. Nature of the Deficiency. 2. Status of the Deficiency. 3. Action plans, dates, and times. 4. Expected and actual completion time. 5. Deficiency resolution information. 6. Resolved by. 7. Identifying number i.e., work order number. 8. Issue identified by. 	P
SLA-17	<p>Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:</p> <ol style="list-style-type: none"> 1. Mean time between reported Deficiencies with the Software. 2. Diagnosis of the root cause of the problem. 3. Identification of repeat calls or repeat Software problems. 	P



Page 23 of 37
 Contractor Initials: SC
 Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

3. MAINTENANCE, OPERATIONS AND SUPPORT

3.1. System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. 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.

3.2. Contract Warranties and Representations

System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

Software

The Contractor warrants that any Software provided as part of this Agreement, 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, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if 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 Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

Compatibility

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

Services

Page 24 of 37

Contractor Initials: SC

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

Contractor warrants that all Services to be provided under this Agreement 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.

4. DATA PROTECTION

4.1. Safeguards

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

4.2. 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.

Page 25 of 37

Contractor Initials: SC

Date: 1/28/26

STATE OF NEW HAMPSHIRE

Department of Justice

DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

4.3. 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.

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.

Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

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) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

4.4. Breach Responsibilities

This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

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.

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.
- 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 services, if necessary.

Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:

Page 26 of 37

Contractor Initials: Sc

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

- 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.
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract’s limitation of liability.

5. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

6. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

7. CONTRACTOR’S CERTIFICATES

Required Contractor Certificates are attached in Exhibit F.

Remainder of this page intentionally left blank.

Page 27 of 37

Contractor Initials: SE

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI LogSystem
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. CONTRACT PRICE

\$237,995.12

2. 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 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.

3. SHIPPING FEES

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

4. 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 and identified in the Payment Schedule below. 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.

Invoices shall be sent to:

Department of Justice
Office of Chief Medical Examiner
250 Pleasant Street, CME 2nd Floor Suite 218
Concord NH 03301

5. PAYMENTS

Payments shall be made via ACH. Enroll with the State Treasury for ACH payments.

6. OVERPAYMENTS TO THE CONTRACTOR

Page 28 of 37

Contractor Initials: sc

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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.

7. CREDITS

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

8. PAYMENT SCHEDULE

8.1. Contract Type

This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in 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 for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

MDILog Payment Schedule

Description	Year 1	Year 2	Year 3	Year 4	Year 5
MDILog system and Support	\$27,696.00	\$28,906.00	\$30,176.00	\$31,510.00	\$32,909.00
NMS Toxicology Interface Maintenance/Support	\$1,603.00	\$1,652.00	\$1,701.00	\$1,753.00	\$1,806.00
EDRS Interface Maintenance and Support	\$13,311.00	\$13,844.00	\$14,398.00	\$14,948.00	\$15,545.00
Live Access/Storage for 5 Year Case Data	\$15.04	\$112.82	\$784.70	\$1,539.86	\$3,784.70
Yearly Totals:	\$42,625.04	\$44,514.82	\$47,059.70	\$49,750.86	\$54,044.70
5 Year Grand Total:	\$237,995.12				

Remainder of this page intentionally left blank.

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 – MDI Log System
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

1. License Grant

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. 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.

3. Software and Documentation Copies

Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. Restrictions

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

- a. Remove or modify any program markings or any notice of 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.
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. Viruses

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

Page 30 of 37

Contractor Initials: Sc

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 – MDI Log System
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. Audit

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

7. 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 and 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, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim.
- b. Gives Contractor control of the defense and any settlement negotiations.
- c. Gives 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 Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, 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, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

8. Control of All Component Elements

Page 31 of 37

Contractor Initials: SC

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 – MDI Log System
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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.

9. Custom Software

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.

Remainder of this page intentionally left blank.

Page 32 of 37

Contractor Initials: SC

Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
EXHIBIT E – ATTACHMENTS AND CONTACTOR CERTIFICATES

EXHIBIT E – TERMS AND DEFINITIONS AND CONTRACTOR CERTIFICATES

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of New Hampshire, 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), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.
Data Breach	Data 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 another than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Regarding Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.

Page 33 of 37
 Contractor Initials: SC
 Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
EXHIBIT E – ATTACHMENTS AND CONTACTOR CERTIFICATES

Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, 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.
Operational	Operational means that the System is ready for use 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 Acceptance.

Page 34 of 37

Contractor Initials: SCDate: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
EXHIBIT E – ATTACHMENTS AND CONTACTOR CERTIFICATES

Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (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 New Hampshire 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.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“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.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS Software provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	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.

Page 35 of 37
 Contractor Initials: SC
 Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
EXHIBIT E – ATTACHMENTS AND CONTACTOR CERTIFICATES

Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	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.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.

Page 36 of 37
 Contractor Initials: SC
 Date: 1/28/26

STATE OF NEW HAMPSHIRE
Department of Justice
DoIT # 2026-045 - MDI Log System
EXHIBIT E – ATTACHMENTS AND CONTACTOR CERTIFICATES

Warranty	The conditions under, and period during, which the Contractor 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.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the 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 B: Business/Technical 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.

Page 37 of 37
 Contractor Initials: SC
 Date: 1/28/26

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0007329384**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of November A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

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

Date: January 28, 2026
Contract: MDLog System
Contracting Party: Occupational Research and Assessment, Inc.
Term of Contract: 2026-2030

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

