

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
 CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
 ATTORNEY GENERAL



JANE E. YOUNG
 DEPUTY ATTORNEY GENERAL

April 2, 2019

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

REQUESTED ACTION

Authorize the Department of Justice to amend an existing contract with Market Decisions, LLC, Portland, ME (Vendor #153367, Purchase Order Number 1064735), approved by the Governor and Executive Council on October 31, 2018, item #91, by extending the contract end date only from April 30, 2019 to June 30, 2019, effective upon Governor and Executive Council approval. No additional funds are involved in this time extension

EXPLANATION

The Department of Justice (DOJ) requests authorization to extend the end date of an existing contract with Market Decisions, LLC, in order to gather more data relating to the needs of victims of crime.

The federal Victims of Crime Act (VOCA) established the Crime Victims Fund. Grants from this Fund are awarded to the DOJ to subgrant to non-profit, state and local entities that provide direct services to New Hampshire victims of crime. Over the past several years, these grants have increased substantially. From Federal Fiscal Year 2015 (State Fiscal Year 2016) to Federal Fiscal Year 2017, funds increased by approximately \$6.1 million, from \$2.5 million to \$8.6 million. The most recent Federal Fiscal Year 2018 grant was awarded at \$13.95 million, an additional increase of \$5.35 million over the planned \$8.6 million.

In January, 2018, our office established the Crime Victims Fund Steering Committee in order to find efficient ways to best use VOCA funds to provide direct services to victims of crime. One of the recommendations of the Steering Committee was to conduct a statewide victim needs assessment to outline priority victim service needs for the State of New Hampshire. This needs assessment was also encouraged by our federal counterparts to assure New Hampshire victims of crime receive direct services.

His Excellency, Governor Christopher T. Sununu
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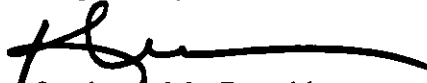
With the approval of the Governor and Executive Council, the DOJ contracted with Market Decisions, LLC, an organization with expertise at compiling and evaluating data for the needs assessment. The data gathering involves input from victim service stakeholders and victims of crime through a survey mechanism. The surveys were made available in paper form and online. The victim survey was released on January 31, 2019, and the stakeholder survey was released on February 12, 2019.

One of the most important parts of this needs assessment is survey responses from victims of crime. There has been a slower than anticipated response to the survey from crime victims. Extending the end date to complete the survey will allow the DOJ to receive more responses, which is critical for a complete needs assessment.

In the event that federal funds should become unavailable, general funds will not be requested to support this assessment.

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

Respectfully submitted,



Gordon J. MacDonald
Attorney General

#2340691

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND MARKET DECISIONS LLC
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and Market Decisions LLC d/b/a Market Decisions Research ("Contractor")


WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Council on October 31, 2018, item #91 the Contractor agreed to complete a comprehensive statewide victim services needs assessment upon the terms and conditions specified in the contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 18; Amendment, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto;

WHEREAS, the Contractor and the Department of Justice have agreed to amend the Contract in certain aspects;

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

1. Amendment and Modification of Contract
 - a. Paragraph 1.7; Completion Date: Change from 4/30/2019 to 6/30/2019.
2. Effective Date of Amendment
 - a. This Amendment shall take effect upon approval of the Governor and Executive Council.
3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.



Curtis A. Mildner
President

3-8-2019

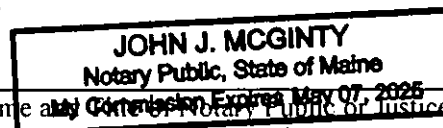
Date

Notary Public or Justice of the Peace Acknowledgement:

State of Maine, County of Cumberland On March, 2019, before the undersigned officer, personally appeared the person identified as the Contractor, or satisfactorily proven to be the person whose name is associated with the Contractor and acknowledged that she executed this document in the capacity indicated.

Signature of Notary Public or Justice of the Peace

Name and Commission Expires _____ of the Peace



Kathleen Carr
Kathleen B. Carr
Director of Administration

3/14/19
Date

Approved by the Attorney General (Form, Substance and Execution)

Deanne Mart
Attorney

3/20/19
Date

MARKET DECISIONS, LLC

ACTION BY UNANIMOUS WRITTEN CONSENT IN LIEU OF MEETING OF SHAREHOLDER

The undersigned, being the Sole Holder of 100% of the outstanding stock of the Limited Liability Company, Market Decisions, LLC (hereinafter, the "Company") desire by this writing to take the following actions in lieu of a special meeting:

NOW THEREFORE, the following Resolutions are duly adopted as Action taken by and on behalf of the Company:

RESOLVED: That this action in writing shall be entered by the Clerk as part of the Company records in lieu of a special meeting of the Shareholder.

RESOLVED: That the sole Manager, Curtis A. Mildner, and the sole Shareholder, Curtis A. Mildner, in either capacity, shall be authorized to execute a contract and any other agreement in the name of and on behalf of Market Decisions, LLC with the New Hampshire Department of Justice, an Agency of the State of New Hampshire, to provide a comprehensive state victim needs assessment, with such contractual arrangement, commencing on the date of execution of the contract with New Hampshire Department of Justice and ending on June 30, 2019; and further provided that the sole Manager is further authorized to sign any necessary extension of the term of the contract or agreement or any modification or addition to the contract or agreement as he, in his sole discretion, shall determine to be in the best interests of Market Decisions, LLC.

RESOLVED: That the Manager of the Company is authorized to ~~execute in the name of~~ Market Decisions, LLC, all such contracts, loan documents

State of New Hampshire

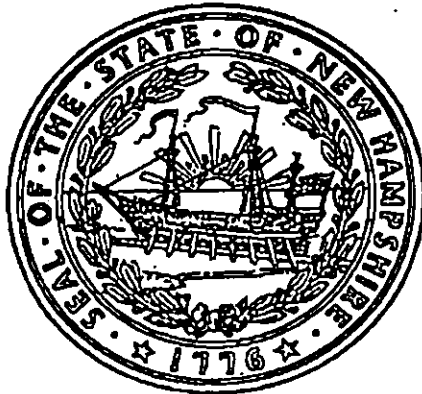
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARKET DECISIONS, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on April 07, 2008. 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: 594403

Certificate Number: 0004194038



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of October A.D. 2018.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2019

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

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

PRODUCER Cole Hamson Insurance P O Box 358 Kennebunk, ME 04043-7086	CONTACT NAME: Carrie J. Mekelsen
	PHONE (A/C, No, Ext): (207) 985-3361 FAX (A/C, No): (207) 985-7977
	E-MAIL ADDRESS: cmekelsen@colehamson.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hanover Insurance Company	NAC # 22292
INSURED Market Decisions LLC 75 Washington Ave. Suite 206 Portland, ME 04101	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

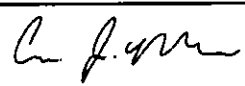
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL RISD	SUBR WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	OHP5881804	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AHP6077567	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		OHP5881804	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHP5881803	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability and Privacy & Security Liability (Cyber)	Y		LHPA935071 02	06/08/2018	06/08/2019	Each Claim/Aggregate \$1000000/\$200000

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

Account # 02-20-20-201510-5021-072
The State of New Hampshire, its officers and employees are included as Additional Insured (s) with respect to liability arising out of activities performed by, or on behalf of the Named Insured. The General Liability Insurance is primary and non-contributory for all Additional Insured's by contract. All policies shall not be suspended, voided or cancelled except after providing thirty (30) days prior written notice given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice will be given.

CERTIFICATE HOLDER**CANCELLATION**

Attn to: Kathleen B Carr New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

October 16, 2018

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

REQUESTED ACTION

Authorize the Department of Justice to enter into a contract with Market Decisions, LLC, Portland, ME (Vendor #153367) in an amount not to exceed \$49,984 for the purpose of conducting a comprehensive statewide victim services needs assessment effective upon Governor and Executive Council approval through April 30, 2019. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-5021	<u>FY 2019</u>
Victims of Crime Act Grant	
072-509073, Contracts	\$49,984

EXPLANATION

The Victim of Crime Act (VOCA) grant is awarded to the Department of Justice (DOJ) to subgrant to non-profit, state and local entities that provide direct services to New Hampshire victims of crime. Since Federal Fiscal Year 2015 (State Fiscal Year 2016), the funds have increased by approximately \$6.1 million, from \$2.5 million to \$8.6 million. The most recent Federal Fiscal Year 2018 grant was awarded at \$13.95 million, an additional increase of \$5.35 million over the planned \$8.6 million.

In January, 2018, the Attorney General's Crime Victims Fund Steering Committee was established in order to find efficient ways to best use VOCA funds to provide direct services to victims of crime. One of the recommendations of the Steering Committee was to conduct a statewide victim needs assessment to outline priority victim service needs for the State of New Hampshire. This needs assessment was also

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
October 16, 2018
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encouraged by Federal VOCA grant counterparts to assure NH victims of crime receive direct services.

The DOJ released a Request for Proposal (RFP) to find organizations with expertise in compiling and evaluating data for the needs assessment. The RFP was posted on the state-wide purchasing website, the DOJ website, and the Office of Victims of Crime Training and Technical Assistant Center for distribution to potential responders. There were five proposals received for evaluation. The scoring panel's evaluation was based on the quality of key personnel, the ability to understand the assessment, the assessment approach, the assessment management and the price. Market Decisions, LLC received the highest evaluated score.

In the event that federal funds should become unavailable, general funds will not be requested to support this assessment.

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

Respectfully submitted,



Gordon J. MacDonald
Attorney General

#2172928

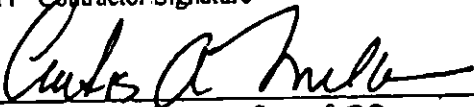
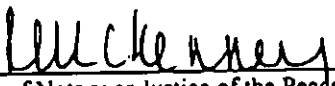
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Justice		1.2 State Agency Address 33 Capitol Street Concord, NH 03301	
1.3 Contractor Name Market Decisions Research LLC (CCAM) ^{MC} d/b/a Market Decisions Research		1.4 Contractor Address 75 Washington Ave, Suite 2C Portland, ME 04101	
1.5 Contractor Phone Number (207) 767-6440	1.6 Account Number 02-20-20-201510-5021-072	1.7 Completion Date 04/30/2019	1.8 Price Limitation \$49,984.00
1.9 Contracting Officer for State Agency Kathleen B. Carr		1.10 State Agency Telephone Number (603) 271-3658	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Curtis A Mildner, President	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Cumberland</u> On <u>10/12/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		<div style="border: 1px solid black; padding: 5px; text-align: center;"> REBECCA MCKENNEY Notary Public, State of Maine My Commission Expires June 30, 2022. </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Rebecca Mckenney Notary</u>			
1.14 State Agency Signature <u>Kathleen Carr</u> Date: <u>10/15/18</u>		1.15 Name and Title of State Agency Signatory <u>Kathleen Carr, Director of Administration</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Deanne Minton</u> On: <u>10/15/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials

Date

RAM
10-12-2018

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

-SCOPE OF SERVICES-

1. Market Decisions Research as Contractor for the New Hampshire Department of Justice (DOJ) for a comprehensive statewide victim services needs assessment in compliance with the terms, conditions, specifications, and scope of work as outlined in the response under state RFP 2018-03.
2. The contractor shall be paid by the DOJ based on budgeted expenditures described in Exhibit B.
3. The contractor is required to maintain supporting documentation for all expenses and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. The contractor will:
 - a. submit a final work plan and timeline with important milestones included for DOJ to approve.
 - b. deliver a plan that includes the study design, research questions, types of measures that will be used to answer the research questions, data, types of data collection instruments that will be utilized, data collection methods and procedures and a data analysis plan for DOJ approval.
 - c. conduct a literature review of evidence based-interventions, services and programs that support victims of crime.
 - d. conduct 200 one-on-one qualitative stakeholder interviews by phone or online
 - e. conduct 600 online victim and family member surveys
 - f. conduct 50-100 one-on-one qualitative surveys or focus groups among victims and family members
5. The Contractor will participate in meetings or conference calls with DOJ staff to design the logistics and discuss progress of the project.
6. The Contractor will provide a final report that outlines a comprehensive analysis of the types of victimization experienced statewide, the associated victim service responses, and the gaps in services and training. The final report shall address unmet/underserved victim service needs that should be considered priority. The final report shall also address the following:

Contractor Initials CAW

Date 10-12-2018

- a. What victim services are available and accessed?
 - b. What are the barriers to victim services?
 - c. What victim services are needed but not available?
 - d. What needs do victims have as a result of the crime that are not being met?
 - e. Which demographic groups and types of victimizations are underserved?
 - f. Describe victim service needs in geographical terms as well as those affecting victims of crime who may not come forward, such as victims from marginalized groups, victims affected by emerging crimes, and victims who may be reluctant to report victimization.
 - g. What tools do organizations that assist victims' need that they do not currently have?
 - h. What type of trainings do victim service providers and allied professionals statewide need?
 - i. What capacity building efforts within victim service organizations are needed?
 - j. Analyze the enforcement and implementation of New Hampshire's crime victims' rights statutes.
7. All correspondence and submittals shall be directed to:
- NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8090

Contractor Initials PHM
Date 11-22-2018

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The DOJ shall pay the Contractor an amount not to exceed the Form P-37, section 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - a. This contract is funded from the United States Department of Justice, Office of Justice Programs, Victims of Crime Act Grant. CFDA #16.575.

2. Payment for said services shall be made monthly as follows:
 - a. The Contractor will submit an invoice in a form satisfactory to the DOJ, for the completed task in the table set forth below, in fulfillment of this agreement.
 - b. The DOJ shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - c. The final invoice shall be due to the DOJ no later than thirty (30) days after the contract Form P-37 Block 1.7 Completion Date.
 - d. Invoices may be signed and emailed to tanya.pitman@doj.nh.gov or mailed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
 - e. Payment may be withheld pending receipt of the required reports or documentation as identified in Exhibit A, Scope of Work and in this Exhibit B and is contingent on continued availability of federal funding indicated above.

3. Basis for payment of services should be on the below cost proposal deliverables.

Task	Cost
Needs assessment planning and design, project management, progress meetings, procurement and analysis of secondary datasets	\$11,603
Data Collection	
Victim and family member statewide online survey	\$10,840
Stakeholder/Provider qualitative interviews	\$10,501
Victim and family member qualitative interviews	\$9,531
Development of needs assessment report	\$7,510
Total	\$49,984

Contractor Initials APM
Date 11/12/2018

EXHIBIT C

-SPECIAL PROVISIONS-

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

Contractor Initials CAM
Date 10-12-2018

MARKET DECISIONS, LLC

**ACTION BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF MEETING OF SHAREHOLDER**

The undersigned, being the Sole Holder of 100% of the outstanding stock of the Limited Liability Company, Market Decisions, LLC (hereinafter, the "Company") desire by this writing to take the following actions in lieu of a special meeting:

NOW THEREFORE, the following Resolutions are duly adopted as Action taken by and on behalf of the Company:

RESOLVED: That this action in writing shall be entered by the Clerk as part of the Company records in lieu of a special meeting of the Shareholder.

RESOLVED: That the sole Manager, Curtis A. Mildner, and the sole Shareholder, Curtis A. Mildner, in either capacity, shall be authorized to execute a contract and any other agreement in the name of and on behalf of Market Decisions, LLC with the New Hampshire Department of Justice, an Agency of the State of New Hampshire, to provide a comprehensive state victim needs assessment, with such contractual arrangement, commencing on the date of execution of the contract with New Hampshire Department of Justice and ending on April 30, 2019; and further provided that the sole Manager is further authorized to sign any necessary extension of the term of the contract or agreement or any modification or addition to the contract or agreement as he, in his sole discretion, shall determine to be in the best interests of Market Decisions, LLC.

RESOLVED: That the Manager of the Company is authorized to execute in the name of Market Decisions, LLC, all such contracts, loan documents and other documents necessary to the contract with the New Hampshire Department of Justice, and to pay from the Company's funds all such costs, expenses and fees as the Manager, in his sole discretion, shall determine to be necessary or in the best interests of the Company.

IN WITNESS WHEREOF, the undersigned has set forth his signature as of the 12th day of October, 2018.



Curtis A. Mildner
Sole Share Shareholder

A TRUE RECORD.

ATTEST



Alan S. Nelson, Esq.
Clerk

State of New Hampshire

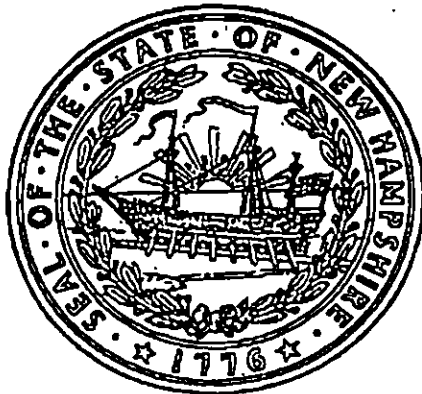
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARKET DECISIONS, LLC is a Maine Limited Liability Company, registered to transact business in New Hampshire on April 07, 2008. 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: 594403

Certificate Number: 0004194038



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of October A.D. 2018.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2018

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

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

PRODUCER Cole Harrison Insurance P O Box 358 Kennebunk, ME 04043-7088	CONTACT NAME Carrie J. McKeelson	PHONE (Int. No. Ext.) (207) 985-3381	FAX (Int. No.) (207) 985-7977
	E-MAIL ADDRESS cmckeelson@coleharrison.com		
INSURED Market Decisions LLC Curtis 78 Washington Ave. Suite 208 Portland, ME 04101	INSURER(S) AFFORDED COVERAGE Hanover Insurance Company		NAIC # 22292
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR. CAT.	TYPE OF INSURANCE	ADDL. INSD.	COVR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> SUBJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	OHP5881804	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AHP6077587	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0	Y		OHP5881804	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Necessary in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WHP5881803	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER SALUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability and Privacy & Security Liability (Cyber)	Y		LHPA935071 02	08/08/2018	08/08/2019	Each Claim/Aggregate \$1000000/2000000

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

Account # 02-20-20-201610-5021-072
The State of New Hampshire, its officers and employees are included as Additional Insured (s) with respect to liability arising out of activities performed by, or on behalf of the Named Insured. The General Liability Insurance is primary and non-contributory for all Additional Insured's by contract. All policies shall not be suspended, voided or cancelled except after providing thirty (30) days prior written notice given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice will be given.

CERTIFICATE HOLDER Attn: Kathleen B. Carr New Hampshire Department of Justice 33 Capitol Street Portland, ME 04101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Department of Justice
Score Summary
RFP 2018-03
Statewide Victim's Needs Assessment
Final Score Card

Name	Score	Price
Aeffect	71	\$ 184,700.00
Giving Science Dimension	72	\$ 137,391.94
Impact Leadership Strategy	51	\$ 139,800.00
Market Decisions Research	81	\$ 49,984.00
Urban Institute	72	\$ 226,975.00