



State of New Hampshire  
Department of Health and Human Services

## **REQUEST FOR PROPOSALS**

FOR

HIGH-RISK YOUTH MENTORSHIP PROGRAM

RFP-2025-DCYF-01-HIGHR

RELEASE DATE: November 8, 2024

**TABLE OF CONTENTS**

1. PURPOSE AND OVERVIEW	3
2. STATEMENT OF WORK	5
3. RESPONSE EVALUATION	10
4. RESPONSE PROCESS	13
5. RESPONSE SUBMISSION	14
6. RESPONSE REQUIREMENTS	14
7. ADDITIONAL TERMS	15
8. APPENDICES	27

**New Hampshire Department of Health and Human Services**  
 High-Risk Youth Mentorship Pilot Program

**1. PURPOSE AND OVERVIEW**

**1.1. Introduction**

The New Hampshire Department of Health and Human Services, Division for Children, Youth & Families (“Department”) is seeking responses to this Request for Proposals (“RFP” or “solicitation”) from Vendors to provide a Pilot Program physically located within Hillsborough County focused on deterrence and prevention of violence and illegal activity in high-risk youth, while also promoting positive community involvement. Goals of this Pilot Program include implementing, supporting, and sustaining services that deflect youth from the juvenile justice system as well as enhancing outcomes for youth involved in the juvenile justice system, with a focus on youth with suspected or self-reported gang involvement

The Department anticipates awarding one (1) contract for the services in this solicitation.

**1.2. Key Information**

The information in the table below is as anticipated by the Department and is subject to change. Agreements are contingent upon the availability of funds, and/or approval by the Governor and Executive Council.

<b>Contract Effective Date</b>	<b>March 1, 2025</b>	
<b>Contract End Date</b>	<b>June 30, 2027</b>	
<b>Renewal Options</b>	The Department may extend contracted services for up to four (4) additional years.	
<b>Funding for the resulting contract(s) is anticipated to be approximately:</b>	<b>Up to \$400,000 to administer the High-Risk Youth Mentorship Pilot Program.</b> <b>See Section 2.3. Finance, for additional details.</b>	
<b>Funding Source</b>	The Department anticipates using Federal funds for the resulting contract.	
	Assistance Listing #	16.54
	Award Name	Office of Juvenile Justice Delinquency Prevention Title II Formula Grant
<b>Match Requirements</b>	<b>N/A</b>	
<b>Point of Contact</b>	Danielle L. Richey, Contract Specialist danielle.l.richey@dhhs.nh.gov 603-271-9099	
From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.		

**1.3. Procurement Timetable**

**New Hampshire Department of Health and Human Services**  
 High-Risk Youth Mentorship Pilot Program

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	11/8/2024
2.	Letter of Intent Submission Deadline (optional)	11/15/2024
3.	Questions Submission Deadline	11/21/2024 <b>12:00 PM - Noon</b>
4.	Department Response to Questions Published	12/9/2024
5.	Vendor Solicitation Response Due Date	12/16/2024 <b>12:00 PM - Noon</b>

**1.4. Background**

**1.4.1. New Hampshire Department of Health and Human Services, Division for Children, Youth & Families**

The New Hampshire Department of Health and Human Services (Department) is responsible for promoting the health, safety, and well-being of the citizens of New Hampshire. To achieve that goal, the Department provides services for children families, individuals, and seniors in areas such as mental health, developmental disabilities, substance abuse, and public health. The Department does this work through partnerships with families, community groups, providers, other state and local entities, and NH citizens.

The Department’s Division for Children, Youth and Families (DCYF) provides and manages services that strengthen families, keep children safe, and help families thrive. Through its responsibilities in both Child Protection and Juvenile Justice, DCYF works to support children, youth, and families together in their own homes and communities whenever possible. To achieve this, DCYF partners closely with families, the provider community, and other Department divisions.

**1.4.2. Objective**

The High-Risk Youth Mentorship Pilot Program is a Program for Northern and Southern Hillsborough County, focused on the deterrence and prevention of violence and illegal activity while promoting positive community involvement for inner-city high-risk youth. The program will implement, support and sustain services that deflect youth from the juvenile justice system as well as enhance outcomes for youth involved in the juvenile justice system.

**1.4.3. Covered Population**

High-risk youth in Northern and Southern Hillsborough County, New Hampshire, from the ages of 12 (twelve) to 17 (seventeen) who are engaged in violent or high-risk behaviors at school, in the community, or at home, with a focus on youth with suspected or self-reported gang involvement.

“High-Risk” is defined by the Federal Office of Juvenile Justice Delinquency Prevention as “those who are more likely to engage in delinquent behavior or come into contact with the juvenile justice system. This increased risk is often due to various factors such as substance use disorders, co-occurring mental health issues, and other challenging life circumstances.”

## **2. STATEMENT OF WORK**

### **2.1. Scope of Services**

- 2.1.1. The selected Vendor must create a mentorship program, called the High-Risk Youth Mentorship Pilot Program (Program) for youth ages twelve (12) to seventeen (17) in Hillsborough County, New Hampshire who are engaged in violent or high-risk behaviors at school, in the community, or at home, with the goal of reducing gun and other violence and high-risk behaviors. The program must focus efforts on youth with suspected or self-reported gang involvement. The mentorship program must provide supportive services and connections to supportive services that include:
  - 2.1.1.1. Opportunities for youth to be engaged in individual skills building;
  - 2.1.1.2. Prosocial community connections;
  - 2.1.1.3. Case management and life coaching;
  - 2.1.1.4. Individual and group education;
  - 2.1.1.5. Vocational learning;
  - 2.1.1.6. Individual mentorship;
  - 2.1.1.7. Community resources and service connection;
  - 2.1.1.8. Structured recreational time; and
  - 2.1.1.9. Career exploration and goal mapping that focuses on the individual strengths and needs of the youth.
- 2.1.2. The selected Vendor must incorporate trauma informed and evidence-based practices into the program.
- 2.1.3. The selected Vendor must help youth build relationship and resources that help mitigate environmental risk factors.
- 2.1.4. The selected Vendor must incorporate incentives into the mentorship program including, but not limited to stipends to incentivize youth engagement.
- 2.1.5. The selected Vendor must support parents/guardians by providing support groups, involvement in case planning and goal setting, and open communication throughout the youth’s involvement with the program.
- 2.1.6. The selected Vendor must employ at least one (1) clinical supervisor and two (2) mentors/caseworkers. One (1) mentor must have lived experience as it relates to this population, having engaged in or experienced street violence or violence within the home.
  - 2.1.6.1. The selected Vendor must ensure that the clinical supervisor has a minimum of one of the following licenses in New Hampshire:

**New Hampshire Department of Health and Human Services**  
High-Risk Youth Mentorship Pilot Program

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- 2.1.6.1.1. Clinical Mental Health Counselor (LCMHC);
  - 2.1.6.1.2. Independent Clinical Social Worker (LICSW);
  - 2.1.6.1.3. Pastoral Psychotherapist (LPP);
  - 2.1.6.1.4. Marriage and Family Therapist (LMFT);
  - 2.1.6.1.5. School Social Worker (LSSW); or
  - 2.1.6.1.6. Psychologist.
- 2.1.7. The selected Vendor must have written policies that include, but are not limited to:
- 2.1.7.1. Specific modalities.
  - 2.1.7.2. Boundaries.
  - 2.1.7.3. Trauma informed care.
  - 2.1.7.4. State reporting policies.
  - 2.1.7.5. Ethics and crisis response.
- 2.1.8. The selected Vendor must use up to a one (1) to five (5) caseworker to youth ratio and have four (4) to five (5) contacts with each youth per week.
- 2.1.9. The selected Vendor must create a referral process and engage in outreach to stakeholders and referral sources to message the program's opportunities. This includes appropriate referrals for mentorship from:
- 2.1.9.1. Juvenile Probation Parole;
  - 2.1.9.2. Law Enforcement;
  - 2.1.9.3. Diversion Programs;
  - 2.1.9.4. Bureau of Children's Behavioral Health;
  - 2.1.9.5. Child Protection Services Workers;
  - 2.1.9.6. Licensed Mental Health Clinicians; and
  - 2.1.9.7. Schools.
- 2.1.10. The selected Vendor must collaborate with other community-based services.
- 2.1.11. The selected Vendor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 2.1.12. The selected Vendor must collaborate and provide a mentorship program guide thirty days prior to the completion date of the resulting contract to support other agencies across the state for expansion and implementation. The guide must include:
- 2.1.12.1. An organizational chart with staffing roles and responsibilities;
  - 2.1.12.2. A training outline for both onboarding staff and in service training needs;

- 2.1.12.3. An overview of the program;
  - 2.1.12.4. An explanation of the referral process, and the referral assessment procedures;
  - 2.1.12.5. Programing, therapeutic services, and rules;
  - 2.1.12.6. Parent engagement and communication;
  - 2.1.12.7. Incentives philosophy and practices;
  - 2.1.12.8. Crisis support and mitigation practices to support youths' continuity in the community; and
  - 2.1.12.9. A cost analysis for sustainability.
- 2.1.13. The selected Vendor must evaluate sustainability planning and incorporate those plans into the Annual Reports referenced in Section 2.1.14.2. below.
- 2.1.14. **Reporting**
- 2.1.14.1. The selected Vendor must provide DCYF and the Juvenile Justice Reform Commission with data on recidivism rates and rates of successful completion of the program. For each youth served, the data shall include:
    - 2.1.14.1.1. Age;
    - 2.1.14.1.2. Race;
    - 2.1.14.1.3. Gender;
    - 2.1.14.1.4. Referral source;
    - 2.1.14.1.5. Family composition; and
    - 2.1.14.1.6. Self-reported and suspected gang involvement.
  - 2.1.14.2. The selected Vendor must submit Annual Reports, which include, but are not limited to:
    - 2.1.14.2.1. Accomplishments of the program and how any challenges were addressed.
    - 2.1.14.2.2. A review of all data with analyzation of the outcomes for youth involved in the program.
    - 2.1.14.2.3. Goals moving forward.
    - 2.1.14.2.4. A sustainability plan and action steps with review of what the program has done towards completion of those steps.
  - 2.1.14.3. The selected Vendor must provide key data in a format and at a frequency specified by the Department for the following performance measures:
    - 2.1.14.3.1. Completion of Title II Formula Grants Program Performance Measures outlined by the Federal Office of

Juvenile Justice Delinquency Prevention and included here in Appendix E, to include the following sections:

- 2.1.14.3.1.1. Individuals Served;
- 2.1.14.3.1.2. Service Delivery;
- 2.1.14.3.1.3. Training and Technical Assistance;
- 2.1.14.3.1.4. Prevention and Intervention Outcomes;
- 2.1.14.3.1.5. Youth Accountability;
- 2.1.14.3.1.6. Protective Factors; and
- 2.1.14.3.1.7. Productive Lives and Victimization.

2.1.14.4. The Selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department.

## **2.2. Mandatory Questions**

2.2.1. In response to this solicitation, Vendor(s) must respond to the Mandatory Questions below in Appendix D, Technical Responses to Questions.

Q1 – Describe your ability to perform the entire scope of work outlined in this solicitation in Section 2. Statement of Work, Subsection 2.1. Scope of Services. Please include the following with your response:

- a. A detailed description of how you will implement and administer the High-Risk Youth Mentorship Pilot Program and where services will be physically located in Hillsborough County.
- b. A detailed outline of programming to be provided, frequency of activities, and any level systems to be utilized.
- c. Description of any services you plan to provide virtually.
- d. An estimate of the number of youths to be served.
- e. A detailed description of how stakeholders in Subsection 2.1.9. will be notified of this Pilot Program.
- f. Explanation of your organization’s planned referral process and how you will evaluate referrals for appropriateness.
- g. Description of your plans, if any, for transporting youth to and from programming.

Q2 – Describe what model of evidence-based practice and trauma informed care your organization proposes to use and why.

Q3 – Provide a staffing plan that demonstrates your capacity to provide the scope of services. Please include the following within your response:

- a. Staffing plan detailing any hiring plans.
- b. Description of qualifications, including resumes and credentials for key personnel.



- c. Organizational chart.
- d. Any specialized staff training completed relevant to providing services in this RFP.

Q4 – Describe your organization’s experience working with and providing mentorship services or similar services to the Covered Population in Section 1.4.3.

Q5 – Describe your knowledge of systems that serve youth, including any specialized training or classes working with the juvenile justice system, child protection system, law enforcement or other agencies serving at risk youth in communities.

Q6 – Please describe your organization’s plan for incorporating incentives for youth participation.

**2.3. Finance**

- 2.3.1. Funding is anticipated to be available for the resulting contract up to the following amounts:

<b>State Fiscal Year</b>	<b>Funding Amount</b>
SFY 2025	\$40,000
SFY 2026	\$180,000
SFY 2027	\$180,000
<b>TOTAL</b>	<b>\$400,000</b>

- 2.3.2. Funds are anticipated to be available in the State Fiscal Years identified above with the ability to adjust encumbrances between state fiscal years, if needed and justified.
- 2.3.3. Payment for services will be made on a monthly basis based on the approved budgets, which will be included in the resulting contract. The selected Vendor will be required to submit budgets for Department approval upon notification of award.
- 2.3.4. The selected Vendor must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

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**3. SOLICITATION RESPONSE EVALUATION**

3.1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this solicitation and by applying the points set forth below.

<b>TECHNICAL RESPONSE</b>	<b>POSSIBLE SCORE</b>
<b>Q1 - Ability</b>	200 Points
<b>Q2 - Practice Models</b>	100 Points
<b>Q3 - Capacity</b>	125 Points
<b>Q4 - Experience</b>	150 Points
<b>Q5 - Knowledge</b>	125 Points
<b>Q6 - Incentives</b>	50 Points
<b>Technical Response – Total Possible Score</b>	<b>750 Points</b>

<b>COST PROPOSAL</b>	<b>POSSIBLE SCORE</b>
<b>Vendor Budget Narrative Evaluation (See 3.3 below)</b>	50 Points
<b>Vendor Cost (see formula below)</b>	200 Points
<b>Cost Proposal – Total Possible Score</b>	<b>250 Points</b>

<b>MAXIMUM POSSIBLE SCORE</b>	<b>1000 Points</b>
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**3.2. Preliminary Scoring of Technical Responses**

3.2.1. The Department will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve 400 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor’s Cost Proposal will remain unopened.

**3.3. Scoring of Technical Proposals**

3.3.1. Vendor Technical Responses will be scored based on the following criteria:

Question 1	0-66 Points	67-133 Points	134-200 Points
	Vendor does not demonstrate ability to perform scope of services/meet solicitation requirements.	Vendor somewhat demonstrates ability to perform scope of services/meet solicitation requirements.	Vendor fully demonstrates ability to perform scope of services/meet solicitation requirements.

**New Hampshire Department of Health and Human Services**  
**High-Risk Youth Mentorship Pilot Program**

Question 2	0-33 Points	34-66 Points	67-100 Points
	Vendor does not explain their model of evidence-based practice and trauma informed care.	Vendor somewhat explains their model of evidence-based practice and trauma informed care.	Vendor fully explains their model of evidence-based practice and trauma informed care.
Question 3	0-42 Points	43-85 Points	86-125 Points
	Vendor staffing plan does not demonstrate capacity to perform scope of services/meet solicitation requirements.	Vendor staffing plan somewhat demonstrates capacity to perform scope of services/meet solicitation requirements.	Vendor staffing plan fully demonstrates capacity to perform scope of services/meet solicitation requirements.
Question 4	0-50 Points	51-100 Points	101-150 Points
	Vendor does not demonstrate experience necessary to perform scope of services/meet solicitation requirements.	Vendor somewhat demonstrates experience necessary to perform scope of services/meet solicitation requirements.	Vendor fully demonstrates experience necessary to perform scope of services/meet solicitation requirements.
Question 5	0-42 Points	43-85 Points	86-125 Points
	Vendor does not demonstrate knowledge necessary to perform scope of services/meet solicitation requirements.	Vendor somewhat demonstrates knowledge necessary to perform scope of services/meet solicitation requirements.	Vendor fully demonstrates knowledge necessary to perform scope of services/meet solicitation requirements.
Question 6	0-16 Points	17-34 Points	35-50 Points
	Vendor does not explain their process for offering incentives.	Vendor somewhat explains their process for offering incentives.	Vendor fully explains their process for offering incentives.

**3.4. Scoring of Cost Proposals**

3.4.1. Vendor Budget Narrative Evaluation: The Vendor(s) must:

3.4.1.1. Complete Appendix G, Budget Sheet, including the Budget Narrative and Salary Breakdown for each State Fiscal Year (July 1 through June 30).

Include a Budget Narrative explaining the specific line-item costs included in Appendix G, Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Sheet, Narrative, and Salary Breakdown (Appendix G) will be scored based on the following criteria:

<b>0-16 Points</b>	<b>17-32 Points</b>	<b>33-50 Points</b>
Relationship of costs relative to the proposed services is not understood. Costs do not directly align with objectives, requirements, and/or	Relationship of costs relative to the proposed services is somewhat understood. Costs somewhat align with objectives and proposed services of the RFP.	Relationship of costs relative to the proposed services is fully understood. Costs fully and directly align with objectives and proposed services of the RFP.

proposed services of the RFP.		
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3.4.2. Vendor Total Cost: The following formula will be used to assign points for Vendor Cost:

$$\text{Vendor's Cost Score} = (\text{Lowest Total Proposed Cost} / \text{Vendor's Total Proposed Cost}) \times \text{Maximum Number of Points for Vendor Cost.}$$

For the purpose of this formula, the lowest proposed cost is defined as the lowest total cost proposed in Appendix G, Budget Sheet by a Vendor that has not been disqualified.

*\*Example:*

*Vendor A proposes \$100,000*

*Vendor B proposes \$200,000*

*Maximum Number of Points for Vendor Cost = 200points.*

*Vendor B Vendor Cost*

$$= (\$100,000/\$200,000) \times 200 = 100 \text{ total points.}$$

For the purpose of this formula, the lowest proposed cost is defined as the lowest total cost proposed by a Vendor that has not been disqualified and received the minimum points during preliminary scoring of technical responses as specified above.

Fractions of points will be rounded up to the nearest whole number of points.

### **3.5. Rights of the Department in Evaluating Solicitation Responses**

3.5.1. The Department reserves the right, at its sole discretion, to:

- 3.5.1.1. Make independent investigations in evaluating solicitation responses;
- 3.5.1.2. Request additional information to clarify elements of a proposal;
- 3.5.1.3. Waive minor or immaterial deviations from the solicitation and contract requirements, if determined to be in the best interest of the State;
- 3.5.1.4. Omit any planned evaluation step if, in the Department's view, the step is not needed;
- 3.5.1.5. Reject any and all solicitation responses in whole or in part at any time; and
- 3.5.1.6. Open contract discussions with the second highest scoring vendor and so on, if the Department is unable to reach an agreement on contract terms with the higher scoring vendor(s).

#### 4. SOLICITATION RESPONSE PROCESS

##### 4.1. Letter of Intent

- 4.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
- 4.1.2. Receipt of the Letter of Intent by Department will be required to receive electronic notification of any solicitation amendments, in the event such are produced; any further materials on this project, including electronic files containing tables required for response to this solicitation; any addenda, corrections, or schedule modifications; notifications regarding any informational meetings for Vendors; or responses to comments or questions.
- 4.1.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 1.2., and include the name, telephone number, mailing address and email address of the Vendor's designated contact. **Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this solicitation before submitting a response.**

##### 4.2. Questions and Answers

###### 4.2.1. Vendors' Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3. Procurement Timetable.

###### 4.2.2. Department Responses

- 4.2.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3. Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

###### 4.2.3. Exceptions

- 4.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard

Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.

4.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.

4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. **In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.**

#### 4.3. Solicitation Amendment

4.3.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event that an addendum is published, the Department, at its sole discretion, may extend the Submission Deadline.

### 5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

5.1. Responses to this Solicitation must be submitted electronically via email to **rfx@dhhs.nh.gov** **AND** to the Contract Specialist at the email address specified in Subsection 1.2.

5.1.1. The subject line must include the following information:

RFA-2025-DCYF-04-HIGHR (email xx of xx).

5.2. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 MB must be sent via multiple emails.

5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3., and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.

5.4. The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.

5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

### 6. SOLICITATION RESPONSE REQUIREMENTS

6.1. Acceptable solicitation responses must offer all services identified in Section 2 - Statement of Work, unless an allowance for partial scope is specifically described in Section 2.

6.2. Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.

### **6.3. Technical Response Contents**

Each Technical Response must contain the following, in the order described in this section:

- 6.3.1. **Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 6.3.2. **Appendix C – Transmittal Letter and Vendor Information**, including:
  - 6.3.2.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix B if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
- 6.3.3. **Appendix D – Technical Responses to Mandatory Questions**
- 6.3.4. **Appendix F – Program Staff List.**

### **6.4. Cost Proposal Contents**

- 6.4.1. **Appendix G - Budget Sheet** – Vendors must complete an Appendix G, Budget Sheet, including the Budget Narrative column and Program Staff List. This is not a low cost award.

## **7. ADDITIONAL TERMS AND REQUIREMENTS**

### **7.1. Non-Collusion**

The Vendor's required signature on the Appendix C – Transmittal Letter and Vendor Information submitted in response to this Solicitation guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive solicitation response.

### **7.2. Collaborative Solicitation Responses**

Solicitation responses must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

### **7.3. Validity of Solicitation Responses**

Solicitation responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 1.3., or until the Effective Date of any resulting contract, whichever is later.

### **7.4. Debarment**

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this solicitation.

### **7.5. Property of Department**

Any material property submitted and received in response to this solicitation will become the property of the Department and will not be returned to the Vendor. The Department reserves

the right to use any information presented in any solicitation response provided that its use does not violate any copyrights or other provisions of law.

#### **7.6. Solicitation Response Withdrawal**

Prior to the Response Submission Deadline specified in Subsection 1.3., Procurement Timetable, a submitted Letter of Intent or solicitation responses may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 1.2.

#### **7.7. Confidentiality**

- 7.7.1. Pursuant to RSA 21-G:37, the content of responses to this solicitation must remain confidential until the Governor and Executive Council have awarded a contract. The Vendor's disclosure or distribution of the contents of its solicitation response, other than to the Department, will be grounds for disqualification at the Department's sole discretion.

#### **7.8. Public Disclosure**

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."
- 7.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.
- 7.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.



- 7.8.5. Notwithstanding a Vendor's designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
- 7.8.6.1. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
- 7.8.6.2. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.8.6.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

## **7.9. Electronic Posting of Solicitation Results and Resulting Contract**

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

## **7.10. Non-Commitment**

Notwithstanding any other provision of this solicitation, this solicitation does not commit the Department to award a contract. The Department reserves the right to reject any and all responses to this solicitation or any portions thereof, at any time and to cancel this solicitation and to solicit new solicitation responses under a new procurement process.

#### **7.11. Liability**

By submitting a response to this solicitation, the Vendor agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Vendor in the preparation or submittal of or otherwise in connection with a solicitation response, or for work performed prior to the Effective Date of a resulting contract.

#### **7.12. Request for Additional Information or Materials**

The Department may request any Vendor to provide additional information or materials needed to clarify information presented in the solicitation response. Such a request will be issued in writing and will not provide a Vendor with an opportunity to change, extend, or otherwise amend its solicitation response in intent or substance.

#### **7.13. Oral Presentations and Discussions**

The Department reserves the right to require some or all Vendors to make oral presentations of their solicitation response. The purpose of the oral presentation is to clarify and expound upon information provided in the written solicitation response. Vendors are prohibited from altering the original substance of their solicitation response during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Vendor.

#### **7.14. Successful Vendor Notice and Contract Negotiations**

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor(s), all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

#### **7.15. Scope of Award and Contract Award Notice**

- 7.15.1. The Department reserves the right to award a service, part of a service, group of services, or total solicitation response and to reject any and all solicitation responses in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 7.15.2. If a contract is awarded, the selected Vendor(s) must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

#### **7.16. Site Visits**

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Vendor's location or at any other location deemed appropriate by the Department, to determine the Vendor's capacity to satisfy the terms of this solicitation. The Department may also require the Vendor to produce additional documents, records, or materials relevant

to determining the Vendor's capacity to satisfy the terms of this solicitation. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Vendor.

#### **7.17. Protest of Intended Award**

Any challenge of an award made or otherwise related to this solicitation shall be governed by RSA 21-G:37, and the procedures and terms of this solicitation. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this solicitation. In the event that any legal action is brought challenging this solicitation and selection process, outside of the review process identified in RSA 21-G:37,IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

#### **7.18. Contingency**

Aspects of the award may be contingent upon changes to state or federal laws and regulations.

#### **7.19. Ethical Requirements**

From the time this solicitation is published until a contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded a solicitation, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

#### **7.20. Liquidated Damages**

The selected Vendor agrees that liquidated damages may be determined by the Department as part of the contract specifications, as failure to achieve required performance levels will more than likely substantially delay and disrupt the Department's operations.

### **8. COMPLIANCE**

**8.1.** The selected Vendor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

**8.2.** The selected Vendor(s) may be required to complete a contract monitoring questionnaire, to be provided by the Department, to determine risk of noncompliance and appropriate monitoring activities, including, but not limited to:

8.2.1. Site visits.

8.2.2. File reviews.

8.2.3. Staff training.

### **8.3. Records**

8.3.1. The selected Vendor(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).

8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3.2. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

### **8.4. Credits and Copyright Ownership**

8.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract(s) must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

8.4.2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.

8.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:

8.4.3.1. Brochures.

8.4.3.2. Resource directories.

8.4.3.3. Protocols.

8.4.3.4. Guidelines.

8.4.3.5. Posters.

8.4.3.6. Reports.

8.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

### **8.5. Culturally and Linguistically Appropriate Services**

8.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency (LEP) as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

8.5.2. Vendors are required to complete Appendix B, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible solicitation response.

8.5.3. If awarded a contract, the selected Vendor(s) will be required to submit:

8.5.3.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the resulting agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

8.5.3.2. A written attestation, within 45 days of the Effective Date of the resulting agreement and annually thereafter, that all personnel involved the provision of services to individuals under the resulting agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

8.5.3.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the resulting agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

### **8.6. Operation of Facilities: Compliance with Laws and Regulations**

8.6.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with

respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

### **8.7. Background Checks**

- 8.7.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
  - 8.7.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
  - 8.7.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
  - 8.7.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

### **8.8. Confidential Data**

- 8.8.1. The selected Vendor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 8.8.2. The selected Vendor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor must provide attestations upon Department request.
- 8.8.3. Upon request, the selected Vendor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
  - 8.8.3.1. How PII is gathered and stored;

- 8.8.3.2. Who will have access to PII;
  - 8.8.3.3. How PII will be used in the system;
  - 8.8.3.4. How individual consent will be achieved and revoked; and
  - 8.8.3.5. Privacy practices.
- 8.8.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

## **8.9. Department Owned Devices, Systems and Network Usage**

- 8.9.1. If the selected Vendor's End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
- 8.9.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
  - 8.9.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
  - 8.9.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
  - 8.9.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
  - 8.9.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
  - 8.9.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
  - 8.9.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
  - 8.9.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
  - 8.9.1.9. Agree when utilizing the Department's email system:

**New Hampshire Department of Health and Human Services**  
High-Risk Youth Mentorship Pilot Program

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- 8.9.1.9.1. To only use a Department email address assigned to them with a “@ affiliate.DHHS.NH.Gov”.
- 8.9.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
- 8.9.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:
- 8.9.1.9.4. CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”
- 8.9.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
  - 8.9.1.10.1. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
  - 8.9.1.10.2. Sign the Department’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
  - 8.9.1.10.3. Only access the Department’ intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 8.9.1.11. Selected Vendor must agree, if any End User is found to be in violation of any of the above terms and conditions said End User may face removal from the resulting Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 8.9.1.12. The selected Vendor must notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the selected Vendor agrees to notify the Department’s Information Security Office or designee immediately.
- 8.9.2. Workspace Requirement
  - 8.9.2.1. If applicable, the Department will work with selected Vendor to determine requirements for providing necessary workspace and Department equipment for its End Users.



## **8.10. Contract End-of-Life Transition Services**

### **8.10.1. General Requirements**

- 8.10.1.1. If applicable, upon termination or expiration of the Contract the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as “Recipient”). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 8.10.1.2. The selected Vendor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.10.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 8.10.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of the Contract.
- 8.10.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.10.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional

standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's Information Security Requirements Exhibit.

**8.10.2. Completion of Transition Services**

8.10.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

8.10.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

**8.10.3. Disagreement over Transition Services Results**

8.10.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

**8.11. Website and Social Media**

8.11.1. The selected Vendor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

8.11.2. The selected Vendor agree Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Department's Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

**8.11.3. State of New Hampshire's Website Copyright**

8.11.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire.

The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

#### **8.12. Audit Requirements**

- 8.12.1. The selected Vendor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
  - 8.12.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
  - 8.12.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
  - 8.12.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.12.2. If Condition A exists, the selected Vendor must submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.12.3. If Condition B or Condition C exists, the selected Vendor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.12.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA as requested by the Department.
- 8.12.5. In addition to, and not in any way in limitation of obligations of the resulting Contract), it is understood and agreed by the selected Vendor that the selected Vendor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract to which exception has been taken, or which have been disallowed because of such an exception.

### **9. APPENDICES TO THIS SOLICITATION**

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**
- 9.5. Appendix E – Office of Juvenile Justice Delinquency Prevention Title II Formula Grants Program Performance Measures, Definitions and Questions**

**9.6. Appendix F – Program Staff List**

**9.7. Appendix G – Budget Sheet, Narrative and Salary Breakdown**