



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Prison Rape Elimination Act (PREA) Auditor for Sununu Youth
Services Center (SYSC) PREA Cycle 4, Year 2 (2023-2024)

RFA-2024-DCYF-05-PREAA

RELEASE DATE: April 4, 2024

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Applicants to conduct the Prison Rape Elimination Act (PREA) audit of the Department’s Sununu Youth Services Center (SYSC). PREA audits are federally required pursuant to [28 CFR 115.401-405](#).

Qualified Applicants must be a United States Department of Justice (USDOJ) certified auditor meeting the qualifications outlined in [28 CFR 115.402](#).

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. The Agreement is contingent upon the availability of funds and/or appropriate State approval.

Contract Effective Date	Upon appropriate State approval (estimated May 2024)	
Contract End Date	December 31, 2024	
Renewal Options	The Department may extend contracted services for up to two (2) additional years.	
Funding for the resulting contract is anticipated to be approximately:	\$9,860	
Funding Source	The Department anticipates using General funds for resulting contract.	
	Assistance Listing #	N/A
	Award Name	N/A
Match Requirements	N/A	
Point of Contact	Janine Corbett, Contract Specialist janine.s.corbett@dhhs.nh.gov 603-271-9669	
From the date of release of this solicitation until an award is made and announced regarding the selection of an Applicant, 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. Applicants may be disqualified for violating this restriction on communications.		

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1.3. Procurement Timetable

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	4/4/2024
2.	Questions Submission Deadline	4/11/2024 12:00 PM - Noon
3.	Department Response to Questions Published	4/18/2024
4.	Applicant Solicitation Response Due Date	4/26/2024 12:00 PM - Noon

1.4. Background

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

The Department is mandated by federal law ([28 CFR 115.401-405](#)) to conduct Prison Rape Elimination Act (PREA) audits of the Sununu Youth Services Center (SYSC).

1.4.2. Objective

The objective of this Request for Applications (RFA) is to conduct the federally required PREA audit of the Department's SYSC for PREA Cycle 4, Year 2 (2023-2024).

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. The selected Applicant must conduct the Prison Rape Elimination Act (PREA) audit of the Department's Sununu Youth Services Center (SYSC). The selected Applicant is a United States Department of Justice (USDOJ) certified auditor meeting the qualifications outlined in [28 CFR 115.402](#) and complying with the [PREA Auditor Handbook](#) terms of confidentiality.

2.1.2. The selected Applicant must conduct the PREA audit utilizing national standards and guidance, including, but not limited to:

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- 2.1.2.1. Prison Rape Elimination Act National Standards: 28 CFR Part 115.
- 2.1.2.2. [Juvenile Facility Standards](#), United States Department of Justice Final Rule, National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act (PREA), 28 CFR Part 115, Docket No. OAG-131, RIN 1105-AB34.
- 2.1.2.3. USDOJ PREA Working Group Frequently Asked Questions (FAQs).
- 2.1.3. The selected Applicant must certify in the audit report that no conflict of interest exists with the ability to conduct an audit of SYSC.
- 2.1.4. The selected Applicant must ensure the audit report states whether SYSC policies and procedures comply with relevant PREA Standards for an agency audit, including:
 - 2.1.4.1. 28 CFR 115.11(b), regarding maintaining a PREA coordinator within the SYSC Facility Administration;
 - 2.1.4.2. 28 CFR 115.12, regarding contracting with other entities for the confinement of inmates;
 - 2.1.4.3. 28 CFR 115.17, regarding hiring and promotion decisions;
 - 2.1.4.4. 28 CFR 115.66, regarding preservation of the ability to protect inmates from contact with abusers;
 - 2.1.4.5. 28 CFR 115.87, regarding data collection;
 - 2.1.4.6. 28 CFR 115.88, regarding data review for corrective action;
 - 2.1.4.7. 28 CFR 115.89, regarding data storage, publication, and destruction;
 - 2.1.4.8. 28 CFR 115.401(a) and (b) regarding the frequency and scope of audits; and
 - 2.1.4.9. 28 CFR 115.403(f), regarding audit content and findings.
- 2.1.5. The selected Applicant must determine for each PREA Standard listed in Paragraph 2.1.4. whether SYSC reaches one (1) of the following findings:
 - 2.1.5.1. Exceeds standard (substantially exceeds requirement of standard);
 - 2.1.5.2. Meets standard (substantial compliance; complies in all material ways with the standard for the relevant review period); or
 - 2.1.5.3. Does not meet standard (requires corrective action).
- 2.1.6. The selected Applicant must ensure audit reports for each PREA Standard audit provision:
 - 2.1.6.1. Describe the methodology used to make the determination;
 - 2.1.6.2. Include sampling sizes;
 - 2.1.6.3. Include the basis for the selected Applicant's conclusions; and

- 2.1.6.4. Provide recommendations for any required corrective action, if applicable.
- 2.1.7. The selected Applicant must utilize a comprehensive approach, where each PREA Standard is assessed using information from multiple points of consideration, including, but not limited to:
 - 2.1.7.1. Existing policies and procedures.
 - 2.1.7.2. Review of documentation provided.
 - 2.1.7.3. Review of relevant data.
 - 2.1.7.4. Onsite observations.
 - 2.1.7.5. Interviews of random and selected SYSC staff.
 - 2.1.7.6. Interviews with committed and detained youth.
 - 2.1.7.7. Review of perspectives of local and national advocates, such as may be described in local news media.
- 2.1.8. The selected Applicant must utilize a rigorous, practice-based methodology to assess whether existing policies and procedures have been institutionalized into SYSC practice through the following four (4) phase process:
 - 2.1.8.1. Phase 1: pre-onsite audit;
 - 2.1.8.2. Phase 2: onsite audit;
 - 2.1.8.3. Phase 3: evidence review and interim report; and
 - 2.1.8.4. Phase 4: corrective action and final report.

Phase 1: Pre-Onsite Audit.

- 2.1.9. The selected Applicant must conduct a pre-onsite audit, ensuring a minimum of 35 hours is spent on activities that include, but are not limited to:
 - 2.1.9.1. *Audit planning and logistics.* The selected Applicant must:
 - 2.1.9.1.1. Meet with key Department staff to plan and determine a timetable for audit completion.
 - 2.1.9.1.2. Collaborate with Department staff to discuss processes and procedures, including, but not limited to:
 - 2.1.9.1.2.1. Identifying responsibilities of the PREA Coordinator and SYSC Facility Administration, including, but not limited to, responses to questions and/or requests for additional information from the auditor, coordination of and confirmation of posting of the audit notice, and assisting with other agreed-upon tasks.

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- 2.1.9.1.2.2. Identifying agreed upon deadlines for key milestones in the audit process.
- 2.1.9.1.2.3. Identifying any permissible limitations on scheduling or contingencies based on facility emergencies.
- 2.1.9.1.2.4. Confirming logistics, including, but not limited to, transportation to/from the facility; daily audit schedule; workspace with internet access, adequate power outlets, permissible technology, and other audit materials (e.g. binders, notebooks, writing utensils); security procedures; and where and how interviews will be conducted with committed and/or detained youth.
- 2.1.9.1.3. Prepare a visual process map of the four (4) phases of the [PREA audit process](#).
- 2.1.9.1.4. Review key elements of contract services, including limitation on scheduling and/or contingencies based upon SYSC emergencies.
- 2.1.9.2. *Posting Notice of Audit.* The selected Applicant must ensure:
 - 2.1.9.2.1. Notices are developed and posted throughout SYSC no later than six (6) weeks prior to Phase 2, onsite audit.
 - 2.1.9.2.2. Notices are posted in common areas, ensuring information is available to all committed or detained youth and staff.
 - 2.1.9.2.3. Notices include:
 - 2.1.9.2.3.1. Scheduled dates of the audit;
 - 2.1.9.2.3.2. Purpose of the audit;
 - 2.1.9.2.3.3. Name of the auditor;
 - 2.1.9.2.3.4. Contact information for the auditor;
 - 2.1.9.2.3.5. Statement of confidentiality of any communication between the auditor and committed or detained youth; and
 - 2.1.9.2.3.6. Limitations of confidentiality pursuant to any mandatory reporting laws that apply to the auditor.

- 2.1.9.2.4. Notices have been properly posted by the deadline established by the auditor and SYSC Facility Administration.
- 2.1.9.3. *Reviewing SYSC Policies, Procedures, and Supporting Documentation.* The selected Applicant must:
 - 2.1.9.3.1. Review the pre-audit questionnaire and all additional information that has been uploaded to the Online Auditing System (OAS), including, but not limited to:
 - 2.1.9.3.1.1. Department and SYSC policies and procedures.
 - 2.1.9.3.1.2. SYSC mission statement.
 - 2.1.9.3.1.3. Daily population reports.
 - 2.1.9.3.1.4. Schematic and physical building layout.
 - 2.1.9.3.1.5. Location of Closed Caption Television (CCTV) and PREA training lesson plans and/or PowerPoint presentations.
 - 2.1.9.3.1.6. Rosters of detained and/or committed youth, if any, including, name, age, race, sex/gender, and date of admission.
 - 2.1.9.3.1.7. Posted notices, in English and Spanish, of the selected Applicant's presence on identified dates.
 - 2.1.9.3.1.8. List of detained and/or committed youth with disabilities or who have limited English proficiency (LEP).
 - 2.1.9.3.1.9. List of detained and/or committed youth who identify as LGBTQIA+ (lesbian, gay, bisexual, transgender, queer/questioning, intersex, asexual).
 - 2.1.9.3.1.10. List of detained and/or committed youth in segregated housing, as necessitated by PREA-related incident(s), if any.
 - 2.1.9.3.1.11. List of detained and/or committed youth who reported sexual abuse occurring at SYSC.
 - 2.1.9.3.1.12. List of detained and/or committed youth who reported sexual victimization during risk screening.

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- 2.1.9.3.1.13. SYSC staff roster (including staff members' training records and criminal background results).
- 2.1.9.3.1.14. List of SYSC contractors who have contact with detained and/or committed youth, if any (including contractors' training records and criminal background results).
- 2.1.9.3.1.15. List of SYSC volunteers who have contact with detained and/or committed youth, if any (including volunteers' training records and criminal background results).
- 2.1.9.3.1.16. The SYSC Allegation Report(s) regarding allegations of sexual abuse and sexual harassment reported for investigation in the prior 12 months, if any.
- 2.1.9.3.1.17. A summary log of all incidents within the prior 12 months.
- 2.1.9.3.1.18. Unannounced rounds documentation conducted by SYSC Facility Administration.
- 2.1.9.3.1.19. List of agencies, contact information, and key staff conducting criminal investigations (for example, State Police Troop B).
- 2.1.9.3.1.20. List of agencies, contact information, and key staff conducting administrative investigations (for example, the Facility PREA Investigator).
- 2.1.9.3.1.21. Investigatory files.
- 2.1.9.3.1.22. Medical and mental health records related to reports of sexual assault for detained or committed youth.
- 2.1.9.3.1.23. List of agencies, contact information, and key staff providing medical services.

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- 2.1.9.3.1.24. List of agencies, contact information and key staff providing mental health services.
- 2.1.9.3.1.25. List of agencies, contact information, and key staff providing employment, hiring, and human resources.
- 2.1.9.3.1.26. Sexual abuse incident review records.
- 2.1.9.4. *Communicating with Community-based and Victim Advocacy Organizations.* The selected Applicant must:
 - 2.1.9.4.1. Conduct outreach to local and state community-based agencies that provide services to victims of sexual assault, in order to become familiar with available resources, including, but not limited to:
 - 2.1.9.4.1.1. Victim/Witness Services: New Hampshire Coalition Against Domestic and Sexual Violence.
 - 2.1.9.4.1.2. New Hampshire Department of Justice, Office of the Attorney General, Office of Victim/Witness Assistance.
 - 2.1.9.4.1.3. Office of the Hillsborough County Attorney and Victim/Witness Assistance Programs.
 - 2.1.9.4.1.4. Local hospitals providing medical care for sexual assault victims.
 - 2.1.9.4.1.5. The Granite State Children's Alliance Child Advocacy Center.
 - 2.1.9.4.1.6. Just Detention International.

Phase 2: Onsite Audit.

2.1.10. The selected Applicant must conduct onsite audit activities, including, but not limited to:

2.1.10.1. *Site Review.* The selected Applicant must:

2.1.10.1.1. Conduct an initial entrance conference to discuss audit processes and procedures and to review proposed schedule of activities with key SYSC Facility Administration staff, including, but not limited to:

2.1.10.1.1.1. Department director.

2.1.10.1.1.2. PREA coordinator.

- 2.1.10.1.1.3. Security supervisors.
- 2.1.10.1.1.4. Clinical supervisory staff.
- 2.1.10.1.2. Conduct a site review tour in order to review a variety of areas, including, but not limited to:
 - 2.1.10.1.2.1. Housing units.
 - 2.1.10.1.2.2. Common areas, including hallways and conference rooms.
 - 2.1.10.1.2.3. Cameras and surveillance technology.
 - 2.1.10.1.2.4. Telephones.
 - 2.1.10.1.2.5. Detained and/or committed youth files.
 - 2.1.10.1.2.6. Bathroom and shower areas.
 - 2.1.10.1.2.7. Chapel area.
 - 2.1.10.1.2.8. Detained and/or committed youth intake area.
 - 2.1.10.1.2.9. Administration area.
 - 2.1.10.1.2.10. Storage room and closets.
 - 2.1.10.1.2.11. Classrooms and educational areas.
 - 2.1.10.1.2.12. Mail, laundry, dining, and kitchen areas.
 - 2.1.10.1.2.13. Maintenance areas.
 - 2.1.10.1.2.14. Library.
 - 2.1.10.1.2.15. Indoor and outdoor recreation areas.
 - 2.1.10.1.2.16. Grievance boxes.
 - 2.1.10.1.2.17. Medical areas.
 - 2.1.10.1.2.18. Mental health areas.
 - 2.1.10.1.2.19. Control room.
 - 2.1.10.1.2.20. Program staff offices.
- 2.1.10.1.3. Document observations, including, but not limited to:
 - 2.1.10.1.3.1. Location of all blind spots.
 - 2.1.10.1.3.2. Location of posted notices that the PREA audit is being conducted.
 - 2.1.10.1.3.3. Location of posted notices of PREA information, including, but not limited to, how to confidentially report sexual abuse.

- 2.1.10.1.3.4. Appearance of SYSC facility buildings and grounds.
- 2.1.10.1.3.5. Reactions and interactions between staff and committed or detained youth.
- 2.1.10.1.3.6. How policy and PREA Standards are operationalized within the facility.
- 2.1.10.2. *Conducting Interviews.* The selected Applicant must:
 - 2.1.10.2.1. Conduct interviews with a sample of people, including, but not limited to:
 - 2.1.10.2.1.1. Committed and detained youth.
 - 2.1.10.2.1.2. SYSC staff.
 - 2.1.10.2.1.3. SYSC supervisors and administrators.
 - 2.1.10.2.1.4. SYSC contractors and volunteers, as applicable.
 - 2.1.10.2.2. Conduct a minimum of 12 interviews of randomly selected SYSC staff utilizing the PREA Compliance Audit Instrument – Interview Guide for a Random Sample of Staff, selecting a staff sampling that is representative of the staff as a whole, with a diverse cross-section of work assignments from all shifts.
 - 2.1.10.2.3. Conduct all interviews one-on-one in a private, safe location, utilizing specific PREA Interview Tool Protocols.
 - 2.1.10.2.4. Inform all potential interviewees of their right to refuse to participate in the interview, and ensure all interviewees have agreed to the interview.
 - 2.1.10.2.5. Ensure interviewees are free from coercion and external pressure.
 - 2.1.10.2.6. Document any refusals to participate in the interviews.
 - 2.1.10.2.7. Collaborate with the Department in order to ensure all staff remotely participating in formal or informal interviews have access to adequate computer and wireless capabilities.
 - 2.1.10.2.8. Utilize the Department’s HIPAA-compliant Zoom enterprise solution to conduct all remote meetings or interviews.

- 2.1.10.2.9. Interview a minimum of two (2) SYSC volunteers and/or contractors who are in contact with detained and committed youth and who provide services that may include, but are not limited to:
 - 2.1.10.2.9.1. Religious.
 - 2.1.10.2.9.2. Medical.
 - 2.1.10.2.9.3. Mental health.
 - 2.1.10.2.9.4. Education.
 - 2.1.10.2.9.5. Programming.
 - 2.1.10.2.9.6. Maintenance.
- 2.1.10.3. *Staff Interviews.* The selected Applicant must interview SYSC staff to determine to what extent staff understand their responsibilities and the obligations imposed on SYSC and on the Department.
- 2.1.10.4. *Interviews with Specialized Staff and Leadership.* The selected Applicant must:
 - 2.1.10.4.1. Conduct a minimum of 20 specialized staff interviews utilizing the “PREA Complaint Audit Instrument – Interview Guide for Specialized Staff questions.”
 - 2.1.10.4.2. Conduct targeted in person or remote interviews with staff who have specialized roles and responsibilities to determine if designated roles are being conducted in an appropriate manner and whether the PREA Standards are operationalized within SYSC.
 - 2.1.10.4.3. Ensure interviews are conducted with SYSC specialized staff, including, but not limited to:
 - 2.1.10.4.3.1. The PREA contract administrator.
 - 2.1.10.4.3.2. Intermediate or higher level staff responsible for conducting and documenting unannounced rounds in order to identify and deter staff sexual abuse and sexual harassment.
 - 2.1.10.4.3.3. Line staff who supervise detained and committed youth, if any.
 - 2.1.10.4.3.4. Medical and mental health staff.
 - 2.1.10.4.3.5. Non-medical staff involved in cross-gender strip or visual searches.

- 2.1.10.4.3.6. Administrative staff, including, but not limited to, human resources staff.
 - 2.1.10.4.3.7. Sexual Assault Forensic Examiner (SAFE) and/or Sexual Assault Nurse Examiner (SANE) staff.
 - 2.1.10.4.3.8. Volunteers and contractors who have contact with detained and committed youth.
 - 2.1.10.4.3.9. Investigative staff for both Administrative Investigations and Criminal Investigations.
 - 2.1.10.4.3.10. Staff who screen detained and committed youth for risk of victimization and abuse.
 - 2.1.10.4.3.11. Staff who supervise detained and committed youth in segregated housing.
 - 2.1.10.4.3.12. Staff on the Sexual Abuse Review Team.
 - 2.1.10.4.3.13. Designated staff members responsible for monitoring retaliation.
 - 2.1.10.4.3.14. First responders.
 - 2.1.10.4.3.15. Supervisors conducting admissions intakes.
- 2.1.10.5. *Interviews with Detained and Committed Youth.* The selected Applicant must:
- 2.1.10.5.1. Utilize the detainee and/or committed youth roster provided by the Department to randomly select youth for interviews.
 - 2.1.10.5.2. Conduct in person or remote interviews with targeted detained and/or committed youth to determine the degree to which SYSC policies and practices are experienced by the youth, such as adherence to the “no touch policy” and youth perspectives around such policies.
 - 2.1.10.5.3. Ensure a broad sampling of detained and/or committed youth encompassing a broad spectrum of characteristics, as described in Table 1, *Required Number of SYSC Detained and Committed Youth Interviews.*

2.1.10.5.4. Ensure the minimum specific number of required detained and committed youth interviews conform to the resident population size of zero (0) to 50, as defined in Table 1, *Required Number of SYSC Detained and Committed Youth Interviews*:

Table. 1. Required Number of SYSC Detained and Committed Youth Interviews.

Interview type	Required number of interviews (for youth population size of 0 – 50)
Overall minimum number of interviews.	At least 10
Minimum number of random interviews.	At least 5
Minimum number of targeted interviews.	At least 5
Breakdown of required targeted interviews:	
Youth with physical disability.	At least 1, if applicable.
Youth with cognitive disability.	At least 1, if applicable.
Youth who are blind, deaf, or hard of hearing.	At least 1, if applicable.
Youth who have LEP (Limited English Proficiency).	At least 1, if applicable.
Youth who identify as LGBTQIA+.	At least 1, if applicable.
Youth who were ever placed in segregated housing for risk of sexual victimization.	At least 1, if applicable.
Youth who reported current or past sexual abuse that occurred at SYSC.	At least 1, if applicable.
Youth who reported prior sexual victimization during SYSC risk screening.	At least 1, if applicable.

2.1.10.6. *Onsite Document Selection and Review.* The selected Applicant must review a sample of various documents, including, but not limited to:

2.1.10.6.1. Personnel files.

2.1.10.6.2. Detained and committed youth intake and screening records.

2.1.10.6.3. Staff training records.

2.1.10.6.4. Documentation of detained and committed youth education.

2.1.10.6.5. Sexual abuse investigation reports.

2.1.10.7. The selected Applicant must review a minimum of ten (10) targeted samples of records that document sexual abuse and sexual

harassment allegations and SYSC's response, with records including, but not limited to:

2.1.10.7.1. Detained and/or committed youth grievances.

2.1.10.7.2. Risk screening records, including re-screening records.

2.1.10.7.3. Housing and programming information.

2.1.10.7.4. First response records.

2.1.10.7.5. Investigative referrals.

2.1.10.7.6. Investigative files.

2.1.10.7.7. Pertinent medical and mental health records.

2.1.10.7.8. Retaliation monitoring records.

2.1.10.7.9. Sexual abuse incident review records.

2.1.10.8. *Exit Conference*. The selected Applicant must conduct an exit conference with designated SYSC leadership to:

2.1.10.8.1. Articulate preliminary impressions of the review to date;

2.1.10.8.2. Provide initial verbal articulation of identified non-compliant items; and

2.1.10.8.3. Review challenges in meeting specific PREA Standards or provisions.

Phase 3: Evidence Review and Interim Report.

2.1.11. The selected Applicant must conduct a thorough and systematic review of the evidence from both Phase 1, Pre-Onsite Audit, and Phase 2, Onsite Audit, in order to analyze the information and observations of SYSC routine practices.

2.1.11.1. Evidence review and analysis must include:

2.1.11.1.1. Data aggregation and review; and

2.1.11.1.2. Data analysis and determination of compliance.

2.1.12. The selected Applicant must ensure evidence reviewed and analyzed includes, but is not limited to:

2.1.12.1. Staff and detained and/or committed youth interviews.

2.1.12.2. Provided documentation, including, but not limited to:

2.1.12.3. Medical and mental health files.

2.1.12.4. Investigation files.

2.1.12.5. Training logs.

2.1.13. The selected Applicant must provide a written interim report to SYSC with PREA Standards and Provisions Details within 45 calendar days of completing the

analysis, utilizing the PREA Audit Compliance Tool – Juvenile Facilities, which includes, but is not limited to:

- 2.1.13.1. *Characteristics of the audited facility*, which includes population size and makeup; staff size; number and types of housing units; security levels; facility operations; and age of facility.
 - 2.1.13.2. *Overview of audit methodology*, which includes sampling techniques for selecting interviewees; numbers and types of interviews conducted; observations during the site review; and outreach to community-based victim service providers.
 - 2.1.13.3. *Barriers to completing audit*, which may include obstacles encountered; unwarranted delays; prohibited access; or pressure from facility or agency to ignore or understate policies or procedures falling short of PREA Standards.
 - 2.1.13.4. *Evidence that supports every finding*, which includes detailed information on all evidence that supports and justifies each compliance finding; specifies the evidence and information gathered and considered; and, if contradictions exist, articulates how discrepancies were resolved.
 - 2.1.13.5. *Noncompliance and corrective action*, which identifies deficiencies and recommended corrective action steps; plans corrective action activities; and develops a corrective action plan with specific deliverables, timeframes, and methodology to reassess and verify compliance.
- 2.1.14. The selected Applicant must utilize a systematic approach to ascertain whether SYSC is in compliance with PREA Standards and to determine whether the audited facility reaches one (1) of the three (3) findings of:
- 2.1.14.1. *Exceeds standard* (substantially exceeds requirement of standard).
 - 2.1.14.2. *Meets standard* (substantial compliance; complies in all material ways with the standard for the relevant review period).
 - 2.1.14.3. *Does not meet standard* (requires corrective action).
- 2.1.15. The selected Applicant must utilize the advice and counsel of the USDOJ PREA Working Group and the Frequently Asked Questions guidance.
- 2.1.16. If corrective action is required, the selected Applicant must collaborate with the PREA Coordinator and PREA Compliance Manager to develop an appropriate corrective action plan, including, but not limited to:
- 2.1.16.1. Guidelines.
 - 2.1.16.2. Deliverables.
 - 2.1.16.3. Processes to reassess compliance.

Phase 4: Corrective Action Plan and Final Report.

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- 2.1.17. The selected Applicant must develop a corrective action plan, if applicable, to bring the Department into full compliance with the PREA Standards, including, but not limited to:
- 2.1.17.1. All deficiencies and corrective action steps to be taken, as identified in the interim report.
 - 2.1.17.2. A list of required deliverables and changes that must be verified to determine compliance with all of the PREA Standards.
 - 2.1.17.3. A proposed methodology for verification of compliance.
 - 2.1.17.4. An agreed-upon timeline to implement the required actions.
 - 2.1.17.5. Completion of the final report utilizing procedures identified in Paragraph 2.1.16.

Audit timetable.

- 2.1.18. The selected Applicant must:
- 2.1.18.1. Complete the interim report no later than (estimated) July 2024, unless otherwise determined by the Department.
 - 2.1.18.2. Complete the final report no later than December 2024.
 - 2.1.18.3. Follow the timetable in Table 2, *Timeline of Activities*, unless the time required is truncated dependent upon any identified deficiencies.

Table 2. Timeline of Activities.

Timeline	Calendar Days	Phase	Activity—Selected Applicant, SYSC, or Both
May - June 2024	Approximately 45 days Approximately 35 hours of selected Applicant time.	1. <i>Pre-Onsite Audit</i>	<ul style="list-style-type: none"> • Both: audit planning and logistics. • SYSC: post notice of upcoming audit. • Selected Applicant: communicate with community services and victim advocacy agencies. • SYSC: complete agency/facility questionnaire. • Both: initial selected Applicant review and discussions with PREA compliance manager. • Selected Applicant: review of submitted agency/facility questionnaire and policies and procedures.
June - July 2024	3 days (maximum) Approximately 30 hours of selected	2. <i>Onsite Audit</i> , including interviews—with the audit to occur the first week of June, if possible	<ul style="list-style-type: none"> • Both: entrance conference. • Both: site review/tour facility. • Selected Applicant: onsite selection and review of documents. • Selected Applicant: conduct staff interviews.

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	Applicant time.		<ul style="list-style-type: none"> Selected Applicant: conduct detained and committed youth interviews. Both: exit conference.
July 2024	<p>45 days from completion of Phase 2, onsite audit.</p> <p>Approximately 30 hours of selected Applicant time.</p>	3. <i>Evidence Review and Interim Report</i>	<ul style="list-style-type: none"> Selected Applicant: additional interviews or requests for information. Selected Applicant: thorough review of SYSC policies and procedures. Selected Applicant: observations of SYSC routine practices. Selected Applicant: summary of information obtained from SYSC staff and detained and committed youth interviews, and from provided documentation. Selected Applicant: completion of interim report and forwarding of this report to SYSC.
July - December 2024	<p>180 days (maximum)</p> <p>Approximately 25 hours of selected Applicant time total between Corrective Action Plan and Final Report.</p>	4a. Corrective Action Plan (if required)	<ul style="list-style-type: none"> SYSC: development of corrective action plan. SYSC: identify list of required deliverables/changes selected Applicant must verify for compliance. SYSC: identify a proposed methodology and an agreed upon timeline for implementing the required actions.
August-December 2024	<p>150 days (maximum)</p> <p>Approximately 25 hours of selected Applicant time total between corrective action plan and final report.</p>	4b. Final Report	<ul style="list-style-type: none"> Selected Applicant: complete and submit final report.

Reporting.

2.1.19. The selected Applicant must submit:

2.1.19.1. An interim report, as described in Paragraph 2.1.12.;

2.1.19.2. A corrective action plan, as described in Paragraphs 2.1.15 and 2.1.16., if applicable; and

2.1.19.3. A final report, as described in Paragraph 2.1.16.

2.2. Mandatory Questions

2.2.1. In response to this solicitation, Applicants must respond to the Mandatory Questions below in Appendix C, Technical Response to Questions.

Q1. Describe your capacity and qualifications to provide all of the services required in this RFA. Please provide a current resume.

Q2. Describe your experience conducting PREA audits in youth detention facilities.

2.3. Finance

2.3.1. Funding is anticipated to be available for the resulting contract as follows:

State Fiscal Year	Funding Amount
2024	\$4,420
2025	\$5,440
TOTAL	\$9,860

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. The selected Applicant must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Applicant must ensure invoices are completed, dated, and submitted to the Department to initiate payment.

2.3.4. Funding is provided by the Department at an all-inclusive hourly rate of \$68, inclusive of travel and mileage, not to exceed the price limitation, for services provided as described in the Scope of Services. The selected Applicant shall be paid only for the actual number of hours services are provided.

Remainder of this page intentionally left blank.

3. SOLICITATION RESPONSE EVALUATION

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

TECHNICAL RESPONSE	POSSIBLE SCORE
Capacity and Qualifications (Q1)	250 Points
Experience (Q2)	350 Points
Technical Response – Total Possible Score	600 Points

4. SOLICITATION RESPONSE PROCESS

4.1. Questions and Answers

4.1.1. Applicants' Questions

4.1.1.1. 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.

4.1.1.2. 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.

4.1.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.

4.1.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3., Procurement Timetable.

4.1.2. Department Responses

4.1.2.1. 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.

4.1.3. Exceptions

4.1.3.1. The Department will require the successful Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that an Applicant believes that exceptions to Appendix A will be necessary for the Applicant to enter into a contract, the Applicant must note those issues during the Question Period in Subsection 1.3. Applicants

may not request exceptions to the Scope of Services or any other sections of this Solicitation.

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

4.2. Solicitation Amendment

- 4.2.1. 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 Applicant 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-2024-DCYF-05-PREAA (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 Applicant compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for an Applicant 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 Applicant'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. Technical Response Contents

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

6.2.1. **Appendix B – Transmittal Letter and Applicant Information**, including:

6.2.1.1. **Vendor Code Number** – Prior to executing any resulting contract, the selected Applicant 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. Applicants 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>

6.2.2. **Appendix C – Technical Response to Questions**

6.2.3. **Resume** – Applicant must provide their current resume, with all personal information redacted.

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

The Applicant's required signature on Appendix B, Transmittal Letter and Applicant Information, submitted in response to this Solicitation, guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Applicants 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 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

Applicants 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 Applicant. 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 Applicant'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 an Applicant believes any information submitted in response to this solicitation should be kept confidential, the Applicant 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 Applicant claims must be exempt from disclosure as "CONFIDENTIAL." Applicants 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. Applicants 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 an Applicant'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 Applicant 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, an Applicant 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, Applicants 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 an Applicant'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 an Applicant.

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 Applicant. 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, Applicants 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 Applicant agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by an Applicant 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 Applicant 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 an Applicant 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 Applicants 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. Applicants 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 Applicant.

7.14. Successful Applicant Notice and Contract Negotiations

If an Applicant 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 Applicant, all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Applicant, the evaluation team may recommend another Applicant. The Department will not contact Applicant(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 Applicant 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 Applicant's location or at any other location deemed appropriate by the Department, to determine the Applicant's capacity to satisfy the terms of this solicitation. The Department may also require the Applicant to produce additional documents, records, or materials relevant to determining the Applicant'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 Applicant.

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 Applicant 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 Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant 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 Applicant shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. An Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant in the performance of the resulting contract, and all income received or collected by the selected Applicant.

- 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.
- 8.3.2. During the term of the resulting contract 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 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 Applicant 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 Applicant.

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 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 Applicant must not reproduce any materials produced under the contract without prior written approval from the Department.

8.5. Background Checks

- 8.5.1. Prior to permitting any individual to provide services under this Agreement, the selected Applicant must ensure that said individual has undergone:
 - 8.5.1.1. A criminal background check, at the selected Applicant's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 8.5.1.2. 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; and
 - 8.5.1.3. 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.

8.6. Confidential Data

- 8.6.1. The selected Applicant must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 8.6.2. The selected Applicant 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 Applicant must ensure said individuals have a justifiable business need to access confidential data. The selected Applicant must provide attestations upon Department request.
- 8.6.3. The selected Applicant must complete and adhere to the Department's Business Use and Confidentiality Agreement (Appendix D).
- 8.6.4. Upon request, the selected Applicant 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 Applicant if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Applicant must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 8.6.4.1. How PII is gathered and stored;
 - 8.6.4.2. Who will have access to PII;
 - 8.6.4.3. How PII will be used in the system;
 - 8.6.4.4. How individual consent will be achieved and revoked; and
 - 8.6.4.5. Privacy practices.
- 8.6.5. 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.

8.7. Department Owned Devices, Systems and Network Usage

- 8.7.1. If the selected Applicant'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:
 - 8.7.1.1. 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;
 - 8.7.1.2. 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;
 - 8.7.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 8.7.1.4. 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;
 - 8.7.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 8.7.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 8.7.1.7. 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."
 - 8.7.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
 - 8.7.1.9. Agree when utilizing the Department's email system:
 - 8.7.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 8.7.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 8.7.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

- 8.7.1.9.4. 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.”
- 8.7.1.10. selected Applicant End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 8.7.1.10.1. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 8.7.1.10.2. 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.
 - 8.7.1.10.3. Only access the Department’ intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 8.7.1.11. Selected Applicant 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.
- 8.7.1.12. The selected Applicant 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 Applicant agrees to notify the Department’s Information Security Office or designee immediately.
- 8.7.2. Workspace Requirement
 - 8.7.2.1. If applicable, the Department will work with the selected Applicant to determine requirements for providing necessary workspace and Department equipment for its End Users.

8.8. Contract End-of-Life Transition Services

- 8.8.1. General Requirements
 - 8.8.1.1. 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 Applicant to the Department and, if applicable, the selected Applicant engaged by the Department

to assume the Services previously performed by the selected Applicant for this section. The new selected Applicant shall be known as the "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Applicant 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 selected Applicant.

- 8.8.1.2. The selected Applicant must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the selected Applicant 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 selected Applicant 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.
- 8.8.1.3. 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.
- 8.8.1.4. The internal planning of the Transition Services by the selected Applicant 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.
- 8.8.1.5. Should the data Transition extend beyond the end of the contract, the selected Applicant 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.
- 8.8.1.6. In the event where the selected Applicant has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and selected Applicant 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.

8.8.2. Completion of Transition Services

- 8.8.2.1. 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 selected Applicant notifies the Department of an issue requiring additional time to complete said product.
- 8.8.2.2. Once all parties agree the data has been migrated the selected Applicant will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 8.8.3. Disagreement over Transition Services Results
 - 8.8.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the selected Applicant, 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.

8.9. Audit Requirements

- 8.9.1. The selected Applicant must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.9.1.1. Condition A - The selected Applicant 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.
 - 8.9.1.2. Condition B - The selected Applicant is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.9.1.3. Condition C - The selected Applicant is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.9.2. If Condition A exists, the selected Applicant shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Applicant'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.
- 8.9.3. If Condition B or Condition C exists, the selected Applicant shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Applicant's fiscal year.
- 8.9.4. Any selected Applicant 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.

- 8.9.5. In addition to, and not in any way in limitation of obligations of the resulting contract, it is understood and agreed by the selected Applicant that the selected Applicant 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** (for reference only—do not return)
- 9.2. Appendix B – Transmittal Letter and Applicant Information**
- 9.3. Appendix C – Technical Response to Questions**
- 9.4. Appendix D – Business Use and Confidentiality Agreement (BUCA)** (for reference only—do not return)