



State of New Hampshire  
Department of Health and Human Services

**REQUEST FOR APPLICATIONS**

FOR

Juvenile Justice Assessment Parent/Guardian Legal Consultation

RFA-2024-DCYF-01-JUVEN

RELEASE DATE: March 20, 2023

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**New Hampshire Department of Health and Human Services**  
 Juvenile Justice Assessment Parent/Guardian Legal Consultation

**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” or “RFA”) from qualified Vendors that are a law firm to provide pre-court consultation for parents and guardians.

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

**1.2. Key Information**

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

<b>Contract Effective Date</b>	<b>July 1, 2023</b>	
<b>Contract End Date</b>	<b>June 30, 2025</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>\$100,000 or \$50,000 per SFY. The selected Vendor shall be paid a flat rate of \$125 per assessment consultation case</b>	
<b>Funding Source</b>	The Department anticipates using Federal funds for resulting contract(s).	
	Assistance Listing #	16.540
	Award Name	OJJDP Title II Formula Grants Program
<b>Match Requirements</b>	<b>NA</b>	
<b>Point of Contact</b>	Molly Oliver, Contract Specialist Molly.S.Oliver@dhhs.nh.gov 603-271-9583	
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**

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

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1.	Solicitation Released	3/20/2023
2.	Questions Submission Deadline	3/27/2023 <b>12:00PM</b>
3.	Department Response to Questions Published	4/7/2023
4.	Vendor Solicitation Response Due Date	4/17/2023 <b>12:00PM</b>

**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 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**

DCYF is engaging in a transformation process of the Juvenile Justice System. As part of the transformation, youth and families will be engaged at the onset of first contact with law enforcement with the Child and Adolescent Needs and Strengths (CANS) tool, a formal assessment of needs and strengths. This assessment will assist law enforcement in better assessing an appropriate level of intervention for the youth and families. Once the assessment has been completed, the Juvenile Probation Parole Officer will confer with law enforcement regarding recommendations that meet the youth and families' developmental stage, mental health needs, and strengths and needs in many other domains.

As this assessment process gathers information about the youth and families' personal lives and family history, it is anticipated that some youth and families may be in need of legal advice about participation. The intent is for parents/guardians to be able to receive legal advice regarding participating in the assessment process. The legal advice will come from an entity whom is separate from the assessment process and can provide a level of confidentiality to the parent/guardian. This is a pre-arraignment consultation service for parents/guardians of youth who are being engaged in the assessment process related to NH RSA169-B:10.

### 1.4.3. Covered Populations

The primary target population to be served are parents or guardians of youth who are considering participating the in juvenile justice assessment process.

## 2. STATEMENT OF WORK

### 2.1. Scope of Services

- 2.1.1. The selected Vendor must provide legal consultation services to parents and guardians, who are deciding whether to participate in the Juvenile Justice Assessment process.
- 2.1.2. The selected Vendor must ensure these legal consultation services are available to parents and guardians statewide.
- 2.1.3. For the purposes of this resulting Agreement, all references to days shall mean business days, excluding state and federal holidays.
- 2.1.4. The selected Vendor must engage with parents and guardians and provide legal consultation services to assist the parents and guardians in making their decision on whether to participate in the Juvenile Justice Assessment. Services and consultation shall include but not be limited to:
  - 2.1.4.1. Participation in the Juvenile Justice (JJ) Assessment process.
  - 2.1.4.2. Information about the risks and benefits of participating in the JJ Assessment process.
  - 2.1.4.3. The safeguards and protections afforded the youth's privacy, and other individual rights related to the information gathered and shared when the youth participates in the JJ Assessment, and any waiver or limitations of those individual rights, including if applicable:
    - 2.1.4.3.1. A review of how Department records containing protected health information (PHI) relating to the youth can be released, including an explanation and execution of an authorization by the youth or the youth's parents/guardians.
  - 2.1.4.4. Information about potential outcomes and downstream consequences for the youth of engaging or not engaging in the JJ Assessment process.
  - 2.1.4.5. Explanation of the youth's options and provision of legal advice and recommendations, as appropriate, regarding levels of interventions that could be made by the Juvenile Probation Parole Officer (JPPO) as a result of either choose to participate or not participate in the JJ Assessment.
  - 2.1.4.6. Explanation of the process and rights of law enforcement to file juvenile petitions concerning incidences.
  - 2.1.4.7. Explanation about potential outcomes in the court case.

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- 2.1.4.8. Informing the parent/guardian about the Comprehensive Assessment of Needs and Strengths (CANS) tool that assesses needs and strengths.
- 2.1.5. The selected Vendor must ensure any legal advice provided under the resulting contract is provided solely to the parent/guardian.
- 2.1.6. The selected Vendor must inform the parent or guardian that legal consultation services will be provided at no cost to the family.
- 2.1.7. The selected Vendor must notify the Department's Juvenile Justice Administrator within one (1) day after the consultation with the parent/guardian is completed.
- 2.1.8. The selected Vendor must provide a plan to the Department within thirty (30) days of the Agreement effective date, outlining a plan for outsourcing assessment legal services, and consultation to other licensed New Hampshire attorneys qualified to represent youth in juvenile justice matters if necessary.
- 2.1.9. The selected Vendor must ensure that any such New Hampshire attorney shall agree to offer legal consultation services to parents and guardians that are consistent with the Scope of the resulting Agreement.
- 2.1.10. The selected Vendor must have an established conflict of interest policy to determine prior to the consultation that there is no conflict in providing consultation.
- 2.1.11. The selected Vendor must ensure that in any case where there is determined to be a conflict of interest precluding consultation of the parent/guardian, the legal consultation services shall be referred to another qualified licensed New Hampshire attorney outside the office of the selected Vendor to ensure legal services and consultation free from conflict of interest.
- 2.1.12. The selected Vendor must at the completion of legal consultation services, provide the parent/guardian with a letter that includes, at a minimum, the following information:
  - 2.1.12.1. Contact information for the attorney handling their legal services and consultation under the resulting Agreement.
  - 2.1.12.2. A statement that legal services and consultation were provided to the parent/guardian to assist with the decision to participate in the JJ Assessment.
- 2.1.13. The legal services and consultation may be provided virtually or in-person. All virtual consultations and email communications must be via a secure technology that is accessible for the parent/guardian, and which ensures the privacy and information security of any confidential, protected health information, or 42 CFR Part 2 protected information. Methods of consultation may include but are not limited to:
  - 2.1.13.1. Phone calls.
  - 2.1.13.2. Email communications.
  - 2.1.13.3. Virtual meetings

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- 2.1.13.4. Paper documentation and communications.
- 2.1.13.5. In-person meetings.
- 2.1.14. The selected Vendor must receive referrals and requests for legal consultation services from parties including but not limited to:
  - 2.1.14.1. Parent or guardian.
  - 2.1.14.2. Police Department.
  - 2.1.14.3. Juvenile Probation Parole Officers.
- 2.1.15. The selected Vendor must create a process for receiving referrals and inquiries within thirty (30) days of the Agreement effective date, subject to Department approval.
- 2.1.16. The selected Vendor must ensure staff providing legal consultation services and any outsourced contract attorney are active members of the New Hampshire Bar experienced in the juvenile justice system and knowledgeable of the juvenile justice Assessment process, and juvenile justice transformation.
- 2.1.17. The selected Vendor must ensure incoming referrals are responded to and closed within three (3) business days. A referral is considered to be made when the Juvenile Probation Parole Officer or Law Enforcement Agency provides the Contractor with contact information for the youth and parents, and when discovery has been provided. Discovery shall consist of information related to the potential petition, police reports, and anything else received by the Juvenile Probation Parole Officer or Law Enforcement Agency in the initial assessment referral process.
- 2.1.18. The selected Vendor must confirm receipt of referral with the Juvenile Probation Parole Officer within 24 hours.
- 2.1.19. Within three (3) business days of receiving a referral as defined in 2.1.17., the Contractor shall respond to the Juvenile Probation Parole Officer or Law Enforcement Agency to confirm that legal services have been provided, or to inform the Juvenile Probation Parole Officer or Law Enforcement Agency that the Contractor has no information to provide regarding the assessment.
- 2.1.20. The selected Vendor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 2.1.21. The selected Vendor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
  - 2.1.21.1. Files shall be kept by the Contractor including referral form created by the Contractor, incident information, documentation received from Juvenile Justice Services, affirmation that the legal services, representation, and consultation were provided or were declined by the youth, the efforts made to contact the youth and family, a copy of post consult letter to youth, any documentation provided to the youth, and any and all pertinent legal service, representation and consultation information as allowed by law and the scope of the legal services, representation and consultation provided.

- 2.1.21.2. Any protected health information, 42 CFR Part 2 information or records, and any authorization to access PHI, or any information protected by state privacy or confidentiality law, including but not limited to, those where the youth has the right to consent without parental consent, shall be stored, maintained, and disclosed only as required by state and federal laws.
- 2.1.22. The selected Vendor must provide an annual training for its staff on the Juvenile Justice Assessment process, overview of the CANS tool, and RSA 169-B as required by the Department and ensure all staff are trained prior to delivering consultation required in this Scope of Services.
- 2.1.23. **Reporting**
  - 2.1.23.1. The selected Vendor must submit an annual report to ensure parents and guardians receive timely legal consultation through the youth's Juvenile Justice Assessment which include, but are not limited to:
    - 2.1.23.1.1. Number of referrals received.
    - 2.1.23.1.2. Duration of engagement per client.
    - 2.1.23.1.3. Number of referrals forwarded to a subcontracted attorney because of conflict of interest.
    - 2.1.23.1.4. Client identifying information including but not limited to:
      - 2.1.19.1.4.1. Name
      - 2.1.19.1.4.2. DOB
  - 2.1.23.2. The selected Vendor(s) may be required to provide other data and metrics to the Department in a format specified by the Department.
- 2.1.24. **Performance Measures**
  - 2.1.24.1. The Department will monitor Contractor performance by review of monthly monitoring, engagement in monthly meetings, and review of feedback provided by the Contractor and referral sources. Measures include but are limited to:
    - 2.1.24.1.1. 95% of all referrals will receive response and closure within three (3) business days.
    - 2.1.24.1.2. 95% of staff will receive training prior to providing consults upon referrals.
    - 2.1.24.1.3. 95% reporting of closed consultation referrals to JJS Assessment Supervisor.

## **2.2. Mandatory Questions**

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



### 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>Experience (Q1)</b>	<b>15 Points</b>
<b>Work Plan (Q2)</b>	<b>20 Points</b>
<b>Capacity (Q3)</b>	<b>25 Points</b>
<b>Collaboration (Q4)</b>	<b>10 Points</b>
<b>Knowledge (Q5)</b>	<b>30 Points</b>
<b>Technical Response – Total Possible Score</b>	<b>100 Points</b>

### 4. SOLICITATION RESPONSE PROCESS

#### 4.1. Questions and Answers

##### 4.1.1. Vendors' 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 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.
- 4.1.3.2. 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 Vendor questions.
- 4.1.3.3. 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.

#### **4.2. 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 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](mailto: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-01-JUVEN (email xx of xx).

- 5.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 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. Technical Response Contents**

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

**6.2.1. Appendix B - Culturally and Linguistically Appropriate Services (CLAS) Requirements**

**6.2.2. Appendix C – Transmittal Letter and Vendor Information**, including:

**6.2.2.1. 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 D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

**6.2.3. Appendix D – Vendor Technical Response to Mandatory Questions**

**7. ADDITIONAL TERMS AND REQUIREMENTS**

**7.1. Non-Collusion**

The Vendor's required signature on the Appendix D – 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, attachment or section 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:
- 7.8.7. 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;
- 7.8.8. 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
- 7.8.9. 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 RFP 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 participate in monitoring activities for the resulting contract(s), at the sole discretion of the Department, 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 must 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 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 C, 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:
  - 8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
  - 8.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

### **8.6. Background Checks**

- 8.6.1. Prior to permitting any individual to provide services under the resulting Agreement, the selected Vendor must ensure that said individual has undergone:
  - 8.6.1.1. 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; and
  - 8.6.1.2. 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.

### **8.7. Confidential Data**

- 8.7.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.

### **8.8. Audit Requirements**

- 8.8.1. The selected Vendor(s) must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
- 8.8.1.1. 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.
  - 8.8.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
  - 8.8.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.8.2. If Condition A exists, the selected Vendor(s) 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 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.
- 8.8.3. If Condition B or Condition C exists, the selected Vendor(s) shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.8.4. 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 if the Department's risk assessment determination indicates the Vendor is high-risk.
- 8.8.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) 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**