

New Hampshire Judicial Branch



Statistical Analysis of Domestic Violence and Diversity & Inclusion Data in the NH Court System

Request for Proposal (RFP)

Release Date: June 14, 2023
Proposals Due: July 21, 2023

NHJB-2023-07

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The New Hampshire Judicial Branch

Partnership with the NH Department of Justice Statistical Analysis Center

The New Hampshire Judicial Branch (NHJB) is a constitutionally separate but co-equal branch of government within the State of New Hampshire. NHJB's mission is:

[t]o preserve the rule of law and protect the rights and liberties guaranteed by the United States and New Hampshire Constitutions, the courts will provide accessible, prompt, and efficient forums for the fair and independent administration of justice, with respect for the dignity of all we serve.

NHJB consists of the Supreme Court, Superior Court, Circuit Court, and the Administrative Office of the Courts.

For this project, the NHJB has partnered with the New Hampshire Department of Justice's (NH DOJ) Statistical Analysis Center (NH SAC) to seek out a qualified consultant to evaluate New Hampshire court data involving both domestic violence (Project One) and diversity and inclusion (Project Two). NH SAC will be involved in both elements of the project, with the goal of developing better statistical models that will have reaching effects across the criminal justice system in New Hampshire. The NH SAC will utilize their experience in working with various criminal justice agencies to help the consultant identify what data gaps exist, from the viewpoint of criminal justice practitioners. A consultant in this project will also enable the NH SAC to build capacity.

Part 1: State Justice Statistics Program for Statistical Analysis Centers

Working with the NH Judicial Branch to enhance criminal justice data in New Hampshire

New Hampshire Revised Statute Annotated (RSA) 7:40 designates the NH DOJ as the NH SAC for the state. The SAC is integrated into the State Adminstrating Agency at NH DOJ, which puts it in a leadership role within the criminal justice system of New Hampshire. In this role, the NH DOJ is working closely with the NHJB to analyze the data needs of the Court system in New Hampshire. For this Request for Proposal, the partnership is focused on two court projects for domestic violence (Project One) and diversity and inclusion data (Project Two). These projects have the following objectives:

1. Conduct statistic research analysis to (1) Publish reportable D/V metrics; (2) Identify critical metrics for which data are not or cannot be collected given the current data collection practices and limitations; (3) Provide a data remediation plan that includes process changes and justice partners integrations centered around the NH Statistical Analysis Center, and (4) Develop the DV data story supporting continued work in this area by the NH DOJ SAC and its constituent partners like the NHJB.

2. Extend the work from a current project - Diversity & Inclusion Data Collection – Phase 1 – to (1) Build better statistical models that will have reaching effects across the criminal justice system; (2) Answer two central driving questions: Where do disparate impacts exist in our courts, and what can the court do to address them?; (3) Resolve long-standing barriers to data integration; (4) Build a robust data repository required to understand the systemic change drivers in the justice system; and, (5) Begin capacity-building work to implement data-sharing strategies.

See Attachment A. Project Background for more information.

Part 2: Eligibility

Individual(s) and/or organization(s) capable of:

- Planning, developing, and implementing research, data quality, and data management strategies, standards, policies, and procedures;
- Working with NHJB and non-judicial branch entities to understand their business and reporting needs, design and develop systems to aid in business decisions, and merge data sources to present meaningful statistics and measures; and
- Demonstrating expertise in designing, building, and implementing data repositories.

Part 3: Contract Terms and Conditions

If the NHJB decides to award a contract as a result of this RFP process, any contract is contingent upon approval of the Chief Justice.

The NHJB will require the successful bidder to execute a fixed price contract that will include the terms and conditions as set forth in Attachment C NHJB Contract, including its Appendix A and Appendix B, NHJB Contract Special Provisions. While the NHJB may consider minor modifications of this form during negotiations, the NHJB will not accept material changes to this agreement. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the vendor to enter into the Agreement, the Proposer should note those issues during the Proposer inquiry period. The NHJB will review requested exceptions and accept or reject the same at its sole discretion. If the NHJB accepts a Proposer's exception the NHJB will, at the conclusion of the inquiry period, provide notice to all potential vendors of the exception which has been accepted and indicate that the material change is available to all potential bidders. Any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

The Term of the Contract(s) will be from the date of full execution through June 30, 2024. The award of this RFP is subject to Governor and Executive Council approval of the Memorandum of Understanding for the 2022 State Justice Statistics Program for Statistical Analysis Centers between the New Hampshire Department of Justice and the NHJB.

Part 4: Proposal Submission Requirements, Deadline, and Location Instructions

A. Proposal Submission, Deadline, and Location Instructions

Proposals must be submitted via E-mail to procurement@courts.state.nh.us.

The email subject must be as follows: RESPONSE TO RFP NHJB-2023-07 SAC RFP

Proposals must be received no later than the time and date specified in the Schedule of Events section. Late submissions will not be considered for contract award. Delivery of the Proposals shall be at the Proposer's expense. NHJB accepts no responsibility for mislabeled email or email that is not delivered or undeliverable for whatever reason.

B. Agency Point of Contact/Restriction of Contact with Agency Employees

The sole point of contact for this RFP, from the RFP issue date until the resulting contract is effective:

Takhmina Rakhmatova
procurement@courts.state.nh.us

From the date of release of this RFP until the award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with the Agency regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Vendors may be disqualified for violating this restriction on communications.

C. Vendor Inquiries

All contact concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, must be submitted via email and received by the Point of Contact by the end of vendor inquiry period (see Schedule of Events herein).

The vendor must identify the RFP name, page number and relevant paragraph and include the vendor's name, telephone number, and e-mail address.

The NHJB's responses to properly submitted inquiries will be posted on the following website on or before the date specified in the Schedule of Events: <https://www.courts.nh.gov/our-courts/supreme-court/about/administrative-office-courts/rfps-and-rfis>

The NHJB may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above. It is the responsibility of vendors to review the most updated information related to this RFP before submitting a proposal.

D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

Part 5: Content And Requirements For A Proposal

A. Terms and Requirements

The vendor's signature on a proposal submitted in response to this RFP constitutes vendor's representations that:

1. Vendor is not aware of any potential conflicts of interest which might arise out of work performed or being performed for any other clients or contracts or due to a past or present relationship of any sort between employees or representatives of the vendor, and judges or non-judicial employees of the State of New Hampshire, except those conflicts of interest which have been fully disclosed in the response to the RFP.
2. Vendor will not offer any gratuity, service, or special benefit to any judge or non-judicial employee of the NHJB.
3. The successful vendor is solely responsible for meeting all terms and conditions specified in this RFP, its proposal, and any resulting contract. The successful vendor may not subcontract any portion of the resulting contract without the written approval of the NHJB.
4. Documents, which constitute the contract between the parties, will include, as a minimum, this RFP, the vendor's response, any and all additional materials submitted by the vendor, and the NHJB standard contract terms and conditions (Attachment C).
5. Any contract awarded as the result of the RFP will be originated by the NHJB, by and through the Administrative Office of the Courts. It shall be governed by the laws of the State of New Hampshire.

6. Vendor will provide the NHJB with completed waivers that will enable the NHJB to conduct criminal records checks of all personnel who will work on this project.

B. Content and Format

Vendors applying for both Projects must submit proposals for each Project separately. Proposals shall have the following format and provide the required information set forth below:

1. Cover Page:

The first page of a vendor's proposal must be a cover page displaying the following:

Response to NHJB-2023-07

Vendor's Name:

Contact Person:

Telephone Number:

Address:

Fax Number:

Email Address:

The Cover Page must identify which Project the proposal is for and whether the vendor is applying for both Projects.

2. All subsequent pages:

All subsequent pages of a proposal must indicate the vendor's name and page number.

3. Transmittal Letter:

The transmittal letter must be brief and must be signed by a person authorized to commit the organization to perform the work specified in the RFP. It shall identify all materials and enclosures that comprise the proposal. The letter must clearly specify if the proposal is for Project One, Project Two, or both. It must name the individual who will serve as the vendor's representative in all matters relating to this RFP.

4. Table of Contents:

The vendor must provide a table of contents with corresponding page numbers relating to each section of its proposal. The vendor must also provide a schedule of appendices if applicable.

5. Vendor Profile:

The vendor must provide the following information concerning the vendor and the personnel who will be assigned to this project:

- a. A brief history of the vendor;
- b. A description of the vendor's present organizational structure;
- c. The number of years the company has been in business;
- d. The number of years the product proposed has been on the market;
- e. The number of employees in the company; and
- f. The number of technical employees supporting this product.

6. Vendor Qualifications:

A vendor must provide the following information concerning a vendor's qualifications:

- a. The names and curriculum vitae of each employee of the vendor who will work on this project, including but not limited to, experience, education, and professional qualifications;
- b. Identify the manager of this project, including his or her qualifications, highlighting similar projects successfully managed; and,
- c. A representative list of customers for whom the vendor has completed similar services;
- d. A minimum of three references the vendor has performed similar work for in the past three years, including organization name, contact name, email address, and phone number.

7. Vendor's Statement of Understanding

The vendor's proposal must clearly state their understanding of the purpose of each Project, and the objectives to be achieved¹. The vendor shall also provide a description of their role and how it will assist in meeting these objectives.

The proposal must demonstrate a working knowledge of the following key concepts:

¹ Vendors may choose to review two related documents to further enhance their understanding of the Needs: Task Force on Domestic Violence Cases in the New Hampshire Judicial System: <https://www.courts.nh.gov/resources/committees/task-force-domestic-violence-cases-new-hampshire-judicial-system>. November 2022 and New Hampshire Judicial Branch - Steering Committee on Diversity and Inclusion - STRATEGIC PLAN: <https://www.courts.nh.gov/sites/g/files/ehbemt471/files/inline-documents/sonh/nhjb-d-i-strategic-plan.pdf>. December 2022

Project One

The underlying problem articulated in the findings of the Task Force on Domestic Violence Cases in New Hampshire;

- Knowledge of critical metrics required by NHJB and its justice partners for understanding domestic violence cases;
- Technology and process design concepts to facilitate data collection and information sharing among disparate data owners and stakeholders within the NH justice system

Project Two

The goals outlined by the NHJB Steering Committee on Diversity & Inclusion;

- Actionable diversity and inclusion metrics for evaluating disparate impact in case adjudication;
- Criminal justice statistics generally, and the Justice Counts model specifically;
- Technical design for data repositories, including linkages to disparate data sources and user-friendly “output” modalities useful to the NH justice system;

8. Vendor’s Proposed Solution:

Vendor’s Detailed Explanation of Proposed Solution should include a comprehensive response to Part 7: Statement of Work. Vendor must explicitly state which requirements in Part 8 can be met fully, partially, or not at all. Vendor must also clearly identify which Project it is applying for or whether it is applying for both Projects.

9. Project Management Approach

The Vendor’s proposal should describe how the organization and those responsible for management of the project have sufficient capabilities, experience, and resources to manage a project of this scope and size. Interested entities can establish management capability by submitting:

- A management plan that describes the tasks each member of the team will complete,
- A task milestones chart
- The tasks that the team will need to engage in to provide necessary deliverables, and the timelines by which those tasks will be completed.

The management plan and task milestone chart must be detailed enough to establish the management capabilities of prospective project managers.

10. Vendor’s Cost Proposal

Vendor's Cost Proposal must be a firm, fixed price. A deliverables-based payment schedule is preferred. Vendors applying for both projects should include a price/budget for each Project separately.

11. Certificate of Authority:

If applicable, out-of-state vendors must have a valid Certificate of Authority, as required by New Hampshire law, RSA 293-A:15.03 Application for Certificate of Authority. The form for applying for a Certificate of Authority can be acquired through the New Hampshire Secretary of State's website at

<https://sos.nh.gov/corporation-ucc-securities/corporation/online-business-services/>

The certificate of authority must be provided at the time the contract is executed.

12. Supplemental Information:

A vendor may furnish such supplemental information as the vendor believes will be valuable to the vendor selection committee in evaluating its qualifications, the qualifications of its personnel, and the merits of its proposal.

In this section a vendor may feature those elements of its firm, its personnel, or its proposal which distinguish it from other vendors likely to submit proposals. The vendor selection committee reserves the right to request additional information from any and all vendors during the vendor selection process. The vendor selection committee may require vendors or their representatives to make presentations to committee members concerning their proposals.

Part 6: Schedule of Events

The following table provides a Schedule of Events for this RFP through Contractor negotiations. The NHJB reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released	6/14/2023	
Proposer Inquiry Period Ends	6/27/2023	11:59 p.m.
Final NHJB Responses to Proposer Inquiries posted online	7/5/2023	11:59 p.m.
Proposer(s) Submit Proposals	7/21/2023	11:59 p.m.
Oral Interviews (if any)	TBD	
Estimated Notification of Selection	TBD	

Part 7: Statement of Work

For the statement of work, there are two different projects for which a vendor can apply. Vendors may apply for both Projects or either Project One or Project Two. Vendors applying for both projects should include a price/budget for each Project separately.

A. Project One – Domestic Violence (D/V)

1. Prepare a scope definition to determine targets and working hypotheses that establish a clear vision of what needs to be measured and why.
 - a. The scope definition will consider these guiding principles: (1) It must be targeted, specific, and meaningful; (2) The output is actionable; and (3) It will include policy decisions on who has access to the information and on how it will be reported.

2. Identify and collect appropriate data sets for analyzing court practice and procedure in cases involving domestic violence allegations and protective orders in superior and circuit court. Vendor proposals to this RFP must indicate (and provide examples of) a strong working knowledge of applicable data sets and metrics from these and other sources recommended by the vendor:
 - a. Justice Counts Tier 1 Metrics – Pretrial/Courts²
 - b. Court Statistics Project³
 - c. CourTools⁴

² <https://justicecounts.csgjusticecenter.org/metrics/justice-counts-metrics/#metrics>. Dec. 2022

³ <https://www.courtstatistics.org/>. Dec. 2022

⁴ <https://www.courtools.org/trial-court-performance-measures>. Dec. 2022

The project requires court specific data (#’s of cases, % of represented and self-represented litigants, etc.) to an in depth analysis of litigant circumstances, services available/accessed, judicial resources applied, decision-making patterns (if any), litigant demographics – employment, family, ethnicity, geographic, housing, etc. It is the vendor’s responsibility to recommend necessary and available data sets for effective domestic violence data analysis.

3. Complete a statistical analysis of available data from all sources to develop the metrics that answer the previously established key questions. The vendor is required to submit a report on any reputed missing data that limits metrics and leaves any core questions in the working hypothesis unanswered.
4. Draft and present final recommendations with a detailed report on the D/V information needs, a gap analysis between available and missing data, and an action plan to determine how the NH DOJ SAC and the NHJB can collaboratively establish the SAC as a clearinghouse for D/V non-confidential, de-identified data. This task also establishes a long-term view and vision for subsequent phases of similar work. It will address the long-standing systemic issues that have made robust research and analyses of the NH justice system data challenging for all stakeholders.

The consultant chosen for this project will provide work products at each project phase. Among these are

- (1) a numerical analysis of relevant domestic violence measures that answer key questions established at the project outset;
- (2) an internal report to the NH Judicial Branch DV Committee and the NH DOJ SAC on data collection limitations, and the recommended remediation plan, and
- (3) a comprehensive report of their findings at the conclusion of their analysis, which will be shared with multiple stakeholders, including BJS and the NH legislature.

Project One must include a domestic violence data collection plan in the Recommendations phase. It is anticipated that much of the data will come from the Court's centralized, statewide case management system. However, it is also expected that NH justice partners have applicable data to augment the data set for even more robust analysis and reporting. The comprehensive findings report must identify such data sharing opportunities.

B. Project Two – Diversity & Inclusion Data

Project Two specifically focuses on the critical need for diversity and inclusion demographic data to examine potential disparate impacts within the broader NH justice community. The vendor will focus on the Court's interest in case adjudication metrics and lead a project team to look at national standards for justice data. The court's objective is to ensure fidelity to such standards when sharing data via the NH DOJ SAC.

The scope of Project Two includes the following tasks:

1. The consultant will begin work using the related D & I Data Collection – Phase 1⁵ findings to implement data sharing strategies. The NH DOJ SAC provides a prototype for implementing such strategies. Work products include technical documentation for electronic infrastructure, design documents for linkages to other data sources, and the "output" such as a website with downloadable data and analytical capabilities, APIs, and other functionality. This information will guide future NHJB data-sharing projects involving the NH DOJ SAC.
2. Based on the NHJB-NH DOJ SAC prototype, the consultant will also provide data collection documentation to share with other NH justice data holders to support data sharing with the NH DOJ SAC. Work includes documented periodic meetings with the NHJB and NH justice partners to collaborate on developing court and criminal justice metrics useful to policy makers across the state such as state government, law enforcement, and the public and private bar, along with federal partners with similar missions.
3. Finally, the consultant will provide and present monthly project status reports with performance measures as required by the project's funder.

C. Data Collection Plan

The Data Collection Plan applies to both Project One and Two.

The consultant chosen for this analysis will be tasked with collecting all data required as described above, including performance measures required by the Bureau of Justice Statistics. See Attachment B for additional details.

All Proposals must also include an explanation and examples of the applicable data sets to indicate the vendor's familiarity with domestic violence and diversity and inclusion data and metrics. The SAC Director, or designee, will work closely with the consultant to ensure that data for the project is relevant for not only the analysis of court data, but also for the grant requirements.

⁵ See Attachment A. Project Background

Both projects include status reporting that will inform the required performance measures. The selected vendor will assist the NHJB and the SAC Director, or designee, to prepare semi-annual and final reports⁶ that address the following categories:

- Accomplishments
- Products
- Changes/Problems
- Performance Measures (see Attachment B)
- Budget Information
- Special Reporting Requirements

Part 8: Oral Interviews

If the NHJB determines that it is appropriate, proposers may be invited to oral interviews and/or product demonstrations. The NHJB retains the sole discretion to determine whether to conduct oral interviews and how many interviews to conduct. Proposers are advised that the NHJB may decide to conduct interviews with less than all responsive vendors. The interviews may be conducted in-person or by conference call. If conducted in-person, interviews will likely be held at the Administrative Office of the Courts in Concord, New Hampshire. The NHJB will not reimburse vendors for any costs incurred in traveling to or from the interview location. The NHJB will notify eligible vendors regarding interview arrangements.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The NHJB may ask the Proposer to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct Oral Interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals.

Part 9: Selection Criteria and Award Process

An award will be made based on a competitive scoring process and are subject to the approval of the Director of the Administrative Office of the Courts. NH Judicial Branch staff will do an initial review of all proposals for compliance with the submission requirements of this RFP. A panel of NHJB staff and one or more members from the NHDOJ will review and score all compliant Proposals. The review team will use a consensus approach to evaluate the proposals. Members of the review team will not score the proposals individually but instead will arrive at a

⁶ <https://bjs.ojp.gov/SJS-SAC%20Awards%20Template>. December 2022

consensus as to assignments of points on each category of each proposal. The contract award(s) will be made to the Vendor receiving the highest number of evaluation points.

The NHJB reserves the right to reject any and all proposals and to negotiate the terms or price with any vendor and to include the results of these negotiations in a contract. The NHJB further reserves the right to seek clarification of any proposal or negotiate with any vendor.

If the NHJB determines to make an award, it will issue an “intent to negotiate” notice to a vendor based on these evaluations. Should the NHJB be unable to reach agreement with the selected vendor during Contract discussions, the NHJB may then undertake Contract discussions with the second preferred vendor and so on, or the NHJB may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The NHJB will use a scoring scale of 100 points for each Component, a maximum of 80 points awarded based on the Technical Proposal and a maximum of 20 points awarded for the Price.

Scores will be distributed as set forth below.

Scoring Values:

Vendor Profile & Vendor Qualifications – 15

Project Management 15

Statement of Understanding – 20

Proposed Solution – 30

Cost Proposal – 20

Maximum total points for each Component – 100

Bonus Points – 4

Bonus points will be awarded to vendors that provide a proposal for both Project One and Project Two.

No Best and Final Offers: NHJB will not seek a best and final offer from any vendor in this RFP process. All vendors are expected to provide their best pricing with the submission of their proposal

Selection Criteria

1. Vendor Profile and Qualifications

Proposals will be evaluated based on the qualifications demonstrated by the lead and other primary team members. Primary team members are individuals other than the lead who will be responsible for activities outside of basic administrative duties. Lead and

other primary team members must possess at minimum a bachelor's degree and experience in data science, data architecture, data visualization, statistical analysis or similar skills. The lead must have at least five (5) experience in data science and must also demonstrate the technical ability and management skills to complete a project of this scope and size.

Please refer to Part 5. Vendor Profile and Vendor Qualifications which are to be incorporated into this scoring section.

2. Understanding the NHJB Needs

The vendor's proposal will clearly state their understanding of the purpose of the Project, and the objectives to be achieved.

Both Project One and Project Two Proposals will be evaluated on the Vendor's conceptual understanding of the objectives outlined in this RFP and reflected in this scoring section. The applicant shall provide a description of their role and how it will assist in meeting these goals and objectives.

Please refer to Part 5 at Vendor's Statement of Understanding which are to be incorporated into this scoring section.

3. Proposed Solution

Vendors must include detailed plans that explain the work that will be completed to achieve the stated goals and objectives. The plans must include estimated timelines with milestone dates for the full project scope. These plans will demonstrate the vendor's expertise to deliver services and work products described herein. The plans will also be used to assess the vendor's level of understanding of what the NHJB would like to achieve from the effort. The plan descriptions must address the entire scope of work for each project.

The Vendor's Proposed Solution in Part 5 will be incorporated into this scoring section.

4. Project Management

- Proposals will be evaluated based on how well they establish that the organization and those responsible for management of the project have sufficient capabilities, experience, and resources to manage a project of this scope and size. Included in the evaluation are: A management plan that describes the tasks each member of the team will complete,
- A task milestones chart

- The tasks that the team will need to engage in to provide necessary deliverables, and the timelines by which those tasks will be completed.

The Vendor's Project Management in Part 5 will be incorporated into this scoring section.

5. **Cost**

Price Proposals will be reviewed upon completion of the final technical scoring of Proposals. The Proposer's Price Proposal will be allocated a maximum potential score of 20 points. Proposers are advised that this **is not a low bid award** and that the scoring of the Price Proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Proposer.

The following formula will be used to assign points for costs:

$$\text{Proposer's Price Score} = (\text{Lowest Proposed Price} / \text{Proposer's Proposed Price}) \times \text{Weight}$$

Part 10: Additional Terms

1. **RFP Addendum**

The NHJB reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the NHJB, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

2. **Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the NHJB to award a Contract. The NHJB reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

The award of this RFP is subject to Governor and Executive Council approval of the Memorandum of Understanding for the 2022 State Justice Statistics Program for Statistical Analysis Centers between the New Hampshire Department of Justice and the NHJB.

3. **Public Disclosure**

All responses to this RFP shall be considered confidential until the award of a contract. The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure. If a Proposer believes

any information submitted in response to this request for proposal should be kept confidential, the Proposer 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.” Proposers must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the NHJB. Proposers 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.”

Notwithstanding a Proposer’ designations, the NHJB is obligated under the Constitution to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the NHJB by any person or entity to view or receive copies of any portion of the proposal, the NHJB shall first assess what information it is obligated to release. The NHJB will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the NHJB, a Vendor must initiate and provide to the NHJB, 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.

4. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any contract resulting from this RFP. A vendor’s disclosure or distribution of Proposals other than to the NHJB will be grounds for disqualification.

5. Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder 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 an RFP, or similar submission. Any bidder who has been convicted of an offense based on conduct in violation of this section or RSA 21-G:38, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state NHJB. A bidder 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.

6. Human Subjects Protection

If applicable, the vendor will certify that these research projects meet the federal requirements for human subjects protections set forth in 28 CFR Part 46.⁷

7. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

8. Proposal Preparation Cost

By submitting a Proposal, a Proposer agrees that in no event shall the NHJB be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

9. Proposal Submission Requirements

Proposers are permitted to submit only one (1) Proposal in response to this RFP.

10. NHJB Rights

The NHJB reserves the right to waive minor or immaterial deviations from the RFP requirements, if deemed to be in the best interest of the State.

All curricula developed and delivered by the Vendor are owned by the NHJB and may be released to or shared with other entities only with explicit approval of the NHJB. These curricula should be stored on the NHJB S: drive and updated as content is updated by the Vendor.

11. Administrative, National Policy, and Other Legal Requirements

Vendors must comply with all applicable requirements of federal statutes and regulations stipulated in, "Administrative, National Policy, and Other Legal Requirements" from the US Department of Justice, Office of Justice Programs.⁸

⁷ <https://bjs.ojp.gov/funding/human-subjects-and-confidentiality-requirements>, December 2022

⁸ <https://www.ojp.gov/funding/apply/ojp-grant-application-resource-guide#administrative> January 2022

Attachment A: Project Background

Domestic Violence Internal Review

New Hampshire Revised Statute Annotated (RSA) 7:40 designates the New Hampshire Department of Justice (NH DOJ) as the Statistical Analysis Center (NH SAC) for the state. The SAC is integrated into the State Adminstrating NHJB at NH DOJ, which puts it in a leadership role within the criminal justice system of New Hampshire. In this role, the NH DOJ will work closely with the New Hampshire Judicial Branch (NHJB) to understand the data needs of the Court system in New Hampshire. As the Court System is a key part of the criminal justice system, the NH SAC received FY 2022 SJS funds to assist the court in furthering its commitment to enhancing criminal justice data in New Hampshire.

Following a tragic case in November 2021, Chief Justice Gordon J. MacDonald convened an Internal Review Committee study the case. The Internal Review Committee met to review all the circumstances of the case and ultimately determined that the court’s decision in the case was conducted in accordance with the court’s protocols and the state of New Hampshire’s laws. It also went on to note that the judge’s decision to deny a final order of protection, “represented a reasonable application of current New Hampshire law...”⁹. Nonetheless, the Internal Review Committee determined that there are various areas of the current judicial system that are in need of improvement that could enhance not only domestic violence cases, but all cases that come before the judicial branch of New Hampshire.

Based on the results of the case review, Chief Justice MacDonald established a multidisciplinary task force (the Task Force)¹⁰ to conduct a comprehensive review of domestic violence cases in New Hampshire to provide a comprehensive set of recommendations to better address cases of domestic violence.

During the course of the investigation the Task Force found, among other things, that there is a significant data gap related to domestic violence within the courts. Specifically, the Task Force recommended, “the NHJB should enhance transparency and accountability by seeking “additional appropriations to enhance its ability to collect further data on civil order of protection cases.”¹¹ The Task Force sought certain data points regarding cases, but discovered the data was either not available or not in a format that would allow ease of access to the

⁹ REPORT OF THE INTERNAL REVIEW COMMITTEE CASE OF L.S V. R.L Report to the New Hampshire Supreme Court p. 2

¹⁰ TASK FORCE ON DOMESTIC VIOLENCE CASES IN THE NEW HAMPSHIRE JUDICIAL BRANCH Report to the NH Supreme Court task-force-on-domestic-violence-cases-in-the-new-hampshire-judicial-branch-report-to-the-new-hampshire-supreme-court.pdf (nh.gov)

¹¹ TASK FORCE ON DOMESTIC VIOLENCE CASES IN THE NEW HAMPSHIRE JUDICIAL BRANCH Report to the NH Supreme Court task-force-on-domestic-violence-cases-in-the-new-hampshire-judicial-branch-report-to-the-new-hampshire-supreme-court.pdf (nh.gov) p.49

information needed. For instance, Task Force members sought to know the number of denied protective orders in the Court system. However, it was determined that the data did not allow for analysis as to why the order was denied, as the number that it captured also included those cases that were withdrawn or when a party did not appear in court. In order to make appropriate recommendations to address issues within the court system, data needs to be available and in formats that make it accessible. The Task Force found that data was scattered among many various agencies, but it was mostly inaccessible. As such, many of the recommendations came from anecdotal examples instead of from statistical analysis. This project is designed to analyze the existing data, identify data gaps, and provide a data remediation plan to address this.

Steering Committee on Diversity & Inclusion

Around the same time that the Task Force was meeting the Courts also had a committee formed to review the state of Diversity and Inclusion (D & I) within the courts. This committee also determined, from its own unique perspective, the same limitations with available court data. While information may be collected in various formats, the data was not available in an appropriate way to be mined to conduct proper quantitative analysis that can guide policy and procedure for the Judicial Branch.

In January 2022, the NH Supreme Court approved the Strategic Plan ("Plan")¹² from the recently launched Steering Committee on Diversity and Inclusion. The Plan includes eleven objectives with thirteen goals. Two goals are related to the D & I Data Collection – Phase 2 project included in this proposal. These goals seek to answer the central driving questions: Where do disparate impacts exist in our courts, and what can the court do to address them? The NH DOJ SAC seeks to support the NH Judicial Branch in answering these questions by extending their earlier D & I Data Collection - Phase 1 work for resolving long-standing barriers to data integration. One of these barriers that NH DOJ SAC can help overcome is a robust data repository required to understand the systemic change drivers in the justice system. Through a collaborative partnership with NHJB, the NH DOJ SAC will begin capacity-building work to implement data-sharing strategies identified in Phase 1. This work is targeted to begin in mid-2023.

Project Design and Implementation

The NHJB's lack of accessible and systemic data has been known for some time, but as the two most recent cases mentioned above, the time is now to start to determine how the NHJB can enhance their system to make better data available. The Court's case management system has been in existence for a considerable period of time. Upgrades to the system or a replacement are required to stay current with emerging data trends. While it is possible that the existing system

¹² <https://www.courts.nh.gov/sites/g/files/ehbemt471/files/inline-documents/sonh/nhjb-d-i-strategic-plan.pdf>.
December 2022

contains considerable amounts of useful data about the efficacy of the Courts, it is not structured in a manner that makes it accessible or useable for most users of the system.

NHJB seeks qualified consultant(s) to evaluate New Hampshire court data involving both domestic violence and diversity and inclusion, in two separate, but similar, project tracks. NH SAC will be involved in both elements of the project, with the ultimate goal of assisting the NHJB and the consultant with better statistical models that will have reaching effects across the criminal justice system in New Hampshire. The NH SAC will utilize their experience in working with various criminal justice agencies to help the consultant identify what data gaps exist, from the viewpoint of criminal justice practitioners. As the NH SAC is still building capacity, the use of a consultant in this project is important as the NH SAC is not at the point where it can take on this important work. By working side by side with the consultant, the NH SAC will gain extensive knowledge on the intricacies of the Court's data, which will assist in future capacity building for the NH SAC.

Attachment B. Performance Measures¹³

Objective	Performance Measure(s)	Data Recipient Provides
Enhance the capabilities of states to collect, analyze, and report data on justice issues relevant to the states and the nation.	Number of outreach activities to provide information and technical assistance to BJS survey respondents	Number of information and/or technical assistance requests handled by the grantee.
		Number of conferences and workshops attended to present findings, provide training, and exchange information.
	Number of materials (print and online) disseminated to customers.	Number of reports and other publications produced (in paper and electronic formats).
		Number of media releases or advisories produced.
	Number of users with data records access.	Number of publications and other data (i.e., spreadsheets) downloaded.
		Number of databases added to interactive query systems.
		Number and type of justice-related databases compiled.
		Number of website user sessions.
Provide a mechanism that supports the collection and sharing of vital justice system data among the states and between the states and the federal government.	Number of scheduled data collection series and special analyses to be conducted.	Number of studies/projects initiated and completed.
		Number of new data sources identified for BJS use.
		Number of multi-state projects initiated and completed by SACs.
		Number of reports produced presenting findings of collaborative projects.

¹³ For additional information see <https://www.ojp.gov/funding/apply/grant-performance-measurement-and-progress-reporting-information>. December 2022

Objective	Performance Measure(s)	Data Recipient Provides
		Number of projects submitted by SAC to the JRSA's Infobase of State Activities and Research (ISAR).
		Number of JRSA studies or information inquiries.
		Number of SAC project datasets submitted to the National Archive of Criminal Justice Data.
		Number of new data use agreements signed allowing the SAC to access to new sources of state and local data.
		Number of new data collection, analysis, and/or information strategies created.

Attachment C NHJB CONTRACT

Contract Overview. The NHJB is entering into this Contract to [INSERT SUMMARY OF PURPOSE OF CONTRACT].

2. Release of Documents. This Contract and all of its attachments may, upon execution, be subject to public disclosure in accordance with New Hampshire law. Any information that Contractor claims is private, confidential or proprietary (collectively “Confidential”) must be clearly marked as Confidential. If NHJB receives a request for information that has been identified by the Contractor as Confidential, the NHJB will notify the Contractor if it intends to release the information so marked.

3. Contract Term. This Contract shall be effective on the date signed by both parties and shall remain in full force until [INSERT TERMINATION DATE] unless terminated in accordance with this Contract.

4. Scope of Services. The scope of services is set forth in Appendix A to this Contract.

5. Contract Costs.

5.1 Total Cost. Total Cost of Contractor Services, including estimated travel and expenses, is set forth in Appendix A. The parties agree that the total cost of the contract, including actual travel and reasonable expenses, approved by NHJB, shall not exceed [INSERT NOT TO EXCEED PRICE].

5.2 Documentation of Costs. During the term of the Contract, the Contractor agrees to maintain books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract.

5.3 Invoice Address.

[INSERT NAME/ADDRESS OF NHJB RECIPIENT OF INVOICES]

5.4 Payment Contingency. Payment under this Contract to Contractor shall be net 30 from date of receipt of an approved invoice by NHJB. Payment is contingent upon acceptance and approval of the invoiced services or expenses by the NHJB and the availability of funding appropriated to the NHJB [IDENTIFY APPROPRIATION SOURCE]. To the extent, however, that any portion of the allocated funds becomes unavailable due to a lack of appropriation, the NHJB may, at its option, terminate this Contract. The NHJB shall not be required to transfer funds from any other account or source to fund the Contract beyond that appropriated to fund the Contract. However, upon termination and to the extent of lawfully available funds, the NHJB will remit all amounts due, and all costs reasonably incurred by Contractor through the date of termination.

6. Contract Management. The parties designate the following points of contact for all notices required under this Contract:

NHJB Contract Manager.

Jackie Waters, Deputy Director, Access and Community Engagement
jwaters@courts.state.nh.us
(603) 415 - 0779

Contractor.

[INSERT NAME, EMAIL, PHONE OF PRIMARY CONTRACTOR CONTACT]

7. Confidentiality. Contractor hereby agrees to keep confidential any and all NHJB data acquired or provided access to during the course of performance under the Contract. The word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of the Contract. Disclosure of any NHJB data requires prior written approval by the NHJB. This paragraph shall survive the termination of the Contract.

8. Professional Conduct. At all times while working pursuant to the Contract, the Contractor shall act in a manner that upholds the dignity and integrity of the NHJB. The Contractor shall observe standards of fidelity and diligence appropriate to work for the NHJB. During the term of the Contract, the Contractor may be engaged by one or more organization(s). The Contractor represents that the Contractor is not and shall not become a party to any agreement that conflicts with the duties hereunder.

9. Status. Contractor agrees to serve as an independent contractor to the NHJB and is neither an agent nor an employee of the NHJB. This Contract, nor any other work Contractor's representatives perform for the NHJB, shall entitle any individual to receive fringe benefits such as annual leave, sick leave, administrative leave, health insurance, dental insurance or retirement contributions. Nothing in this Contract shall be construed to grant any individual any rights as a regular, probationary or temporary employee of the NHJB. Neither the Contractor nor any of its officers, employees, agents or members shall have the authority to bind the NHJB or receive any benefits, workers’ compensation or other emoluments provided by the NHJB to its employees.

10. Insurance. Contractor shall, at its sole expense, obtain and maintain in force, and shall require any sub-contractor or assignee to obtain and maintain in force, comprehensive general liability coverage against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

11. Workers Compensation. The Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (“*Workers’ Compensation*”). To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any sub-contractor or assignee to secure and maintain, payment of Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to the Agreement. The NHJB shall not be responsible for payment of any Workers’ Compensation premiums or for any other claim or benefit for Contractor, or any sub-contractor or employee of Contractor, which might

arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Agreement.

12. Changes in Service. The NHJB may direct that particular Contractor personnel be replaced should such personnel prove unsatisfactory to the NHJB.

NHJB may, as agreed to by Contractor, request changes within the general scope of services provided under this Contract, including but not limited to (1) adding to the services; or (2) extending the period of scheduled performance. Such changes may be at an additional cost to the NHJB and shall be occur by prior written amendment executed by the parties.

13. Severability. In the event one or more sections or paragraphs of this Contract shall be determined to be unenforceable under governing law, such determination shall have no effect on the remainder of this Contract and all other provisions hereof shall remain in full force and effect.

14. Conflicting Terms. To the extent there is a conflict between the provisions of this Contract and any attachments to this Contract, including but not limited to Appendix A, the provisions of this Contract control and take precedent.

15. Indemnification. The Contractor shall defend, indemnify, and hold harmless the NHJB and/or the State of New Hampshire, its officers and employees, from and against any claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims or losses asserted against the NHJB and/or the State of New Hampshire, its agencies, officers and employees, and any and all claims, liabilities or penalties asserted against the NHJB and/or the State of New Hampshire, its agencies, officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of), in whole or in part, the acts or omissions of the Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the NHJB and/or the State of New Hampshire. This paragraph shall survive the termination of the Contract.

16. Assignment, Delegation and Subcontracts. Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the NHJB.

17. Force Majeure. Neither Contractor nor the NHJB shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include Contractor's inability to hire or provide personnel needed for Independent Consultant's performance under the Contract.

18. Third Parties. The parties hereto do not intend to benefit any third parties and the

Agreement shall not be construed to confer such a benefit.

19. Event of Data Breach. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a Security Breach, as defined by RSA 359-C:19, of any of Contractor's security obligations, or other event requiring notification under applicable law, Contractor agrees to:

- a. Notify NHJB's Chief Information Officer by telephone and e-mail of such an event within 24 hours of discovery; and
- b. Assume responsibility for informing all individuals in accordance with applicable law; and
- c. Indemnify, hold harmless and defend the NHJB and/or the State of New Hampshire and its agencies, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
- d. Contractor's notification to NHJB shall identify:
 - (i) The nature of the unauthorized access, use or disclosure; and
 - (ii) The computerized data accessed, used or disclosed; and
 - (iii) The person(s) who accessed, used or disclosed and/or received the computerized data (if known); and
 - (iv) What the Contractor has done or will do to mitigate any deleterious effect of unauthorized access, use or disclosure; and
 - (v) What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

This paragraph shall survive the termination of the Contract.

20. Event of Default/Remedies.

20.1 Default. Any one of the following acts or omissions by the Contractor shall constitute an event of default hereunder:

- a. Failure to perform the services to the reasonable satisfaction of the NHJB or on any agreed to schedule; or
- b. Failure to perform any other covenant, term, or condition of the Contract.

20.2 Remedy. In the event of a default, the NHJB may take any or all of the following actions:

- a. Provide the Contractor with a written notice specifying the event of default and requiring it to be remedied within a reasonable period of time

determined by the NHJB to be sufficiently adequate under the circumstances; and if the event of default is not remedied within the prescribed period, terminate the Contract effective two (2) days after the Contractor has failed to timely remedy the alleged default within the reasonable period provided; and

- b. Treat the Contract as breached and pursue any of its remedies at law, or in equity, or both.

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

22. Governing Law and Venue. The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action arising under or related to this Contract shall be brought exclusively in the State of New Hampshire, Merrimack County Superior Court. This paragraph shall survive the termination of the Contract.

23. Modification. This Contract constitutes the final agreement between Contractor and the NHJB and it shall not be modified in any respect except by prior written amendment executed by both parties.

24. Certification. The undersigned certifies, to the best of their knowledge and belief, that:

- a. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable intellectual property laws.
- b. During the term of the Contract, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
- c. If the Contract is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of all federal executive orders, rules, regulations and statutes, including but not limited to Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules,

regulations and guidelines as the State of New Hampshire or the United States issued to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of the Contract and Addendum.

25. Entire Agreement. The Contract and any exhibits or other attachments which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

26. Execution. This Agreement may be executed by transmittal of electronic signature counterparts.

Dianne Martin, Director
Administrative Office of the Courts

Date

Print Name:
Print Title:
Contractor's Business Name:

Date

Attachment C- NHJB Contract Special Provisions

1. Confidentiality of Data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate (see Appendix B to NHJB Contract) that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

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

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

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S. Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 P.M. EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the GMU the subrecipient shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach.

Subrecipients must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

3. Requirement for data on performance and effectiveness under the award

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

4. Cooperative Agreement

This project is to be funded as a cooperative agreement. The basis for using a cooperative

agreement is the substantial involvement of the Bureau of Justice Statistics (BJS) in providing information, guidance, and direction relative to criminal justice information and statistical systems development and modification in the state. BJS will exercise general approval over the entire project. In addition, the substantial involvement of BJS will include, but not be limited to:

- a. Assisting the recipient in determining the types of statistical information that will be useful to state and local agencies in planning, implementing, and evaluating criminal justice programs.
- b. Identifying Federal information resources and determining appropriate means of making them available to the recipient or providing access to them.
- c. Providing technical assistance to the recipient in the interpretation and utilization of Federal statistical data.
- d. In consultation with the recipient, defining the needs of BJS for information pertaining to justice system topics and operations in the state, determining the availability of such information, and having the recipient provide BJS access to them.

5. Copies of published reports funded in whole or partially by this cooperative agreement will be made available to BJS and JRSA.

When requested by BJS, the subrecipient agrees to provide to the Justice Research and Statistics Association (JRSA) and BJS information on automated data sets which are maintained by the subrecipient, or which are maintained by other agencies in the state and have been used successfully by the subrecipient in the past two years for analytic or statistical purposes. The information to be provided for each data set is indicated on the Infobase of State Activities and Research (ISAR) data collection form. To the extent that they are readily available, lists of data elements and/or code books also should be provided. If the subrecipient already has provided BJS or JRSA with this information, submission will cover only new data sets and the updating of previous data.

Appendix B to NHJB Contract
Privacy Certificate
BUREAU OF JUSTICE STATISTICS (BJS)
MODEL PRIVACY CERTIFICATE

U.S. Department of Justice regulations at 28 CFR §22.23 require that a Privacy Certificate be submitted as part of any application for a project in which information identifiable to a private person will be collected for research or statistical purposes. The following summarizes the requirements of 28 CFR Part 22 and may be used as a guide to complete the Privacy Certificate.

1. Data identifiable to a private person will not be used or revealed unless it is research or statistical information being used for research and statistical purposes.
2. Identifiable data will be used or revealed only on a need-to-know basis to (a) officers, employees, and subcontractors of the recipient of assistance; and (b) persons and organizations receiving transfers of information for research and statistical purposes only if an information transfer agreement is entered into in which the recipient is bound to use the information only for research and statistical purposes and to take adequate administrative and physical precautions to ensure the confidentiality of the information.
3. Employees with access to data on a need-to-know basis will be advised in writing of the confidentiality requirements and must agree in writing to abide by these requirements.
4. Subrecipients requiring access to identifiable data will only do so in accordance with an information transfer agreement which states that the confidentiality of the data must be maintained and that the information may only be used for research or statistical purposes.
5. Private persons from whom identifiable data are obtained or collected will be advised that the data will only be used for research and statistical purposes and that compliance with requests for information is not mandatory. That is, participation in the research is voluntary and may be withdrawn at any time. *Please note: If the notification requirement is to be waived, an explanation must be contained within or attached to the Privacy Certificate.*
6. Adequate precautions will be taken to ensure the administrative and physical security of the identifiable data.
7. A log indicating that identifiable data has been transferred to persons other than those in BJS or other OJP bureaus or to grantee, contractor, or subcontractor staff will be maintained and will indicate whether the data has been returned or if there is an alternative arrangement for the future maintenance of such data.
8. Project plans will be designed to preserve the anonymity of persons to whom the information relates, including where appropriate, name-stripping, coding of data, or other similar procedures.
9. Project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person.
10. Upon completion of the project, the security of research or statistical information will be protected by either:
 - a. the complete physical destruction of all copies of the materials or the identifiable portions of the materials after a three year required recipient retention period or as soon as authorized by law; or

b. the removal of identifiers from the data and separate maintenance of a name-code index in a secure location. *Please note: If you choose to keep a name-code index, you must maintain procedures to secure such an index.*

PRIVACY CERTIFICATE

Organization Name: Vendor Number:

Project Title:

Application Number:

I. Brief description of project:

II. Procedures to notify subjects, as required by 28 CFR §22.23(b)(4) or an explanation if notification is to be waived, pursuant to 28 CFR §22.27(c):

III. Procedures developed to preserve the anonymity of private persons to whom information relates, as required by 28 CFR §22.23(b)(7):

IV. Procedures for data collection and storage, as required by 28 CFR §22.23(b)(5):

V. Procedures for the final disposition of data, as required by 28 CFR §22.23(c) and §22.25:

VI. List of individuals having access to data, as required by 28 CFR 22.23(b)(2): Principal Investigator(s)

Project staff

Information technology personnel

Subcontractors or consultants

Additional lines may be added, as needed. Staff signatures are required in the next section.

Grantee¹ certifies that --

data identifiable to a private person² will not be used or revealed, except as authorized under 28 CFR Part 22, Sections 22.21 & 22.22.

.access to the data will be limited to those employees having a need for such data and that such employees shall be advised of and agree in writing to comply with the regulations in 28 CFR Part 22.

.all contractors, subcontractors, and consultants requiring access to identifiable data will agree, through conditions in their subcontract or consultant agreement, to comply with the requirements of 28 CFR §22.24 regarding information transfer agreements and that the Bureau of Justice Statistics (BJS) will be provided copies of all transfer agreements before they are executed as well as the name and title of the individuals with the authority to transfer data.

.if applicable, a log will be maintained indicating that (1) identifiable data have been transferred to persons other than employees of BJS and other Office of Justice Programs bureaus and offices, or grantee/contractor/subcontractor staff; and (2) such data have been returned or that alternative arrangements have been agreed upon for future maintenance of such data, in accordance with 28 CFR §22.23(b)(6).

.any private person from whom identifiable information is collected or obtained shall be notified, in accordance with 28 CFR §22.27, that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory.

.project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person, except as authorized by 28 CFR

§22.22.

.adequate precautions will be taken to ensure administrative and physical security of identifiable data and to preserve the confidentiality of the personally identifiable information.

.all project personnel, including subcontractors, have been advised of and have agreed, in writing, to comply with all procedures to ensure the confidentiality of data identifiable to a private person.

.the procedures are accurately described above and will be adhered to by project staff, as well as subcontractors and BJS shall be notified of any material change in any of the information provided in this Privacy Certificate.

All project staff, including information technology personnel, subcontractors, and/or consultants, with access to identifiable data in conjunction with the BJS-funded activities are required to sign this Privacy Certificate to affirm their understanding and their agreement to comply with the terms of access and privacy requirements.

The grantee is responsible for maintaining an updated staffing list of individuals with access to identifiable data and for submitting a current list to BJS with its semi-annual progress reports. All individuals who are granted access to identifiable data during the project period are required to sign a Privacy Certificate. The grantee must retain copies of all signed Privacy Certificates as an auditable requirement, and should be prepared to submit them to BJS upon request.

Signature(s):

Principal Investigator

Date

Institutional Representative _____ Date _____

Other project staff, including information technology personnel, subcontractors, and/or consultants, with access to identifiable data:

Name and title _____ Date _____

Name and title _____ Date _____

Name and title _____ Date _____

Name and title _____ Date _____

Name and title _____ Date _____

Name and title _____ Date _____

Additional signature lines may be added, as needed.

¹ The term "grantee" refers to all recipients of federal funds awarded by the Bureau of Justice Statistics.

² *Information identifiable to a private person* is defined in 28 CFR §22.2(e) as "Information which either (1) Is labelled by name or other personal identifiers, or (2) Can, by virtue of sample size or other factors, be reasonably interpreted as referring to a particular private person."

Updated: July 17, 2017