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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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June 16, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Behavioral Health, New Hampshire Hospital, to enter into **sole source** Agreements with the Vendors listed below, to participate as a member of the multidisciplinary team to assess and evaluate whether or not a person convicted of a sexually violent offense, who is eligible for release from total confinement, meets the definition of sexual violent predator as defined in the New Hampshire Revised Statutes Annotated 135-E, entitled "Involuntary Civil Commitment of Sexually Violent Predators," in an amount not to exceed \$39,600, effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later, through June 30, 2018. 100% General Funds.

Summary of contract amount by Vendor

Vendor Name	Vendor #	Vendor Location	State Fiscal Year 2017-2018 Amount
Carol Ball	267843	Arlington, MA	\$19,800
Rebecca Jackson	221653	Arcadia, FL	\$19,800
		Grand Total	\$39,600

Funds to support this request are available in the following account in State Fiscal Year 2017, and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between State Fiscal Years, through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-094-940010-8753 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, SEXUAL PREDATORS ACT

State Fiscal Year	Class/Object	Class Title	Current Budget Amount
2017	102-500731	Sexual Violent Predators Assessments	\$19,800
2018	102-500731	Sexual Violent Predators Assessments	\$19,800
		Grand Total	\$39,600

EXPLANATION

This Agreement is **sole source** because the services are very specialized and require a specific set of credentials and experience. The results of past RFP releases have yielded limited results with these individuals consistently applying and achieving strong review scores. Sexually Violent Predator evaluation is a highly complex and controversial process. As a result, there are few individuals with the appropriate training, experience and willingness to work in this field.

The attached agreements represent two (2) of a total of four (4) agreements with a price limitation of \$39,600 for a total combined price limitation of \$79,200. The other two agreements will be presented to Governor and Executive Council at an upcoming meeting.

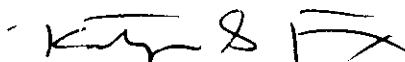
Approval of these Agreements will allow the Department to continue to provide New Hampshire Hospital with Sexually Violent Predator evaluation services and training and consultation for members of the multidisciplinary team the training and consultation needed when assessing and evaluating whether or not a person convicted of a sexually violent offense, who is eligible for release from total confinement, meets the definition of sexual violent predator as defined in the New Hampshire Revised Statutes Annotates 135-E, entitled "Involuntary Civil Commitment of Sexually Violent Predators."

Should Governor and Council determine not to approve these Agreements, the Department would be unable to complete the statutorily required assessment of individuals and would lack the necessary evidence required to determine an individual's readiness to be released into the general population.

Area Served: Statewide.

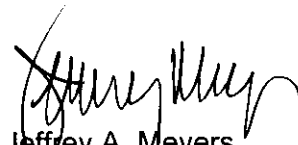
Source of Funds: 100% General Funds.

Respectfully submitted



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Multidisciplinary Team (MDT) (SS-2017-BBH-05-MULTI-01)

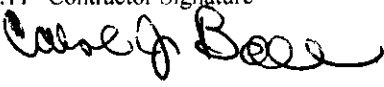
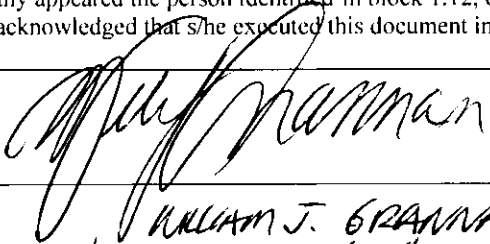
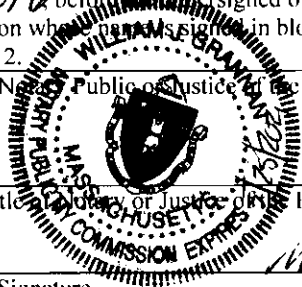
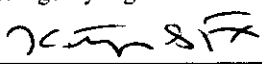

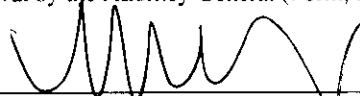
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Carol J. Ball		1.4 Contractor Address 22 Mill Street, Suite 306 Arlington, MA 02476	
1.5 Contractor Phone Number 781-643-0610	1.6 Account Number 05-95-094-940010-8753-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$19,800.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of <u>MASS.</u> , County of <u>MIDDLESEX</u> On <u>JUNE 13, 2016</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person who signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary Public or Justice of the Peace  WILLIAM J. GRANNAN, NOTARY PUBLIC MY COMMISSION EXPIRES 5/28/2021			
1.14 State Agency Signature  Date: <u>6/14/16</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>6/17/16</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/17/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

DB

Date 6/13/2006

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor will abide the State of New Hampshire, federal, and Joint Commission Standards on confidentiality of patient information and to his/her professional code of ethics.
- 1.4. The Contractor is under equal obligation to treat as confidential any information they may acquire, by any means, about a patient or former patient. Any breach of confidentiality is a serious offense and grounds termination of this agreement.

2. Scope of Services

- 2.1. The Contractor shall participate as a member of the multidisciplinary team (MDT) in accordance with RSA 135-E and New Hampshire Administrative Rule He-C 701.
- 2.2. The Contractor shall participate as a member of the (MDT) to assess and evaluate whether or not a person convicted of a sexually violent offense, who is eligible for release from total confinement, meets the definition of sexual violent predator as defined in New Hampshire Revised Statutes Annotated (RSA) 135-E, entitled "Involuntary Civil Commitment of Sexually Violent Predators."
- 2.3. The Contractor will:
 - 2.3.1. Accept assignments from the Department to evaluate individuals;
 - 2.3.2. Accept direction from the Department's designated Chairperson of the MDT;
 - 2.3.3. Receive legal counsel from the State of New Hampshire's Attorney General, as needed; and
 - 2.3.4. Complete all work according to the time frames in RSA 135-E and/or as established by the Department.
- 2.4. The Contractor will assess and evaluate each person assigned by the Department to determine if the person meets the definition of sexually violent predator as follows:
 - 2.4.1. Review all information and documents provided by the Department;
 - 2.4.2. Review any additional information and documents provided by the Department;



Exhibit A

-
- 2.4.3. Participate in a personal interview of the individual as directed by the Department;
 - 2.4.4. Request additional relevant information from the Department for assessment and evaluation, as needed;
 - 2.4.5. Meet with the Department and other members on the MDT to discuss and review the information and records provided to evaluate and make an assessment;
 - 2.4.6. Determine, with the other members on the MDT, whether or not the individual meets the definition of sexually violent predator in accordance with RSA 135-E and New Hampshire Administrative Rule He-C 701.
- 2.5. The Contractor will prepare, with the other members of the MDT, a written report of the MDT's decision in paragraph 2.4.6 in accordance with RSA 135-E and New Hampshire Administrative Rule He-C 701. At a minimum the report shall include:
- 2.5.1. Identification of members of the MDT and the dates that the MDT met;
 - 2.5.2. Description of the assessment and evaluation conducted by the MDT, including:
 - 2.5.2.1. A summary of information and documents reviewed;
 - 2.5.2.2. Whether or not a personal interview was conducted;
 - 2.5.2.3. A list of the assessment and evaluative instruments completed or administered by the MDT, if any;
 - 2.5.2.4. The MDT's determination as to whether or not the person had been convicted of a sexually violent offense, and the reasons for its determination;
 - 2.5.2.5. The MDT's determination as to whether or not the person suffers from a mental abnormality or personality disorder, the identification of the mental abnormality or personality disorder, and the reasons for its determination;
 - 2.5.2.6. The MDT's determination as to whether or not the diagnosed mental abnormality or personality disorder makes the person likely to engage in acts of sexual violence if not confined in a secure facility for long-term control, care, and treatment, and the reasons for its determination; and
 - 2.5.2.7. The MDT's determination as to whether or not the person meets the definition of a sexually violent predator, and the reasons therefore.
 - 2.5.3. Signatures by all members of the MDT; and
 - 2.5.4. Be submitted to the Department pursuant to and within the timeframe established by RSA 135-E and New Hampshire Administrative Rule He-C 701.



3. Certification and Licensing:

- 3.1. The Contractor will have the following certifications and licenses:
 - 3.1.1. A psychologist with a doctoral degree from a program approved by the American Psychological Association; or
 - 3.1.2. A psychiatrist certified by the American Board of Psychiatry and Neurology; and
 - 3.1.3. Be licensed by the appropriate licensing board or entity in the state in which he or she currently practices.
- 3.2. The Contractor will provide the Department with a copy of their current certification and license, before approval of the contract.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for said services shall be made as follows:
The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
3. The invoice shall include the name of the person that is being assessed and evaluated, the date and number of hours worked, and a brief description of the work that was completed.
4. The Contractor will be reimbursed in accordance with the following fee schedule:
 - 4.1. \$250 per hour for the Scope of Services in Exhibit A.
 - 4.2. \$50 per hour for travel plus travel expenses.
 - 4.3. If the Contractor works less than a full hour, then the hourly rate will be prorated at 15 minute intervals of actual work completed.
 - 4.4. If the Contractor uses their own vehicle for travel, mileage will be reimbursed at the current State of New Hampshire mileage reimbursement rate to employees.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld in whole or in part in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided or if the services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to 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.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records 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. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor 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 Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. 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.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 Professional liability insurance against wrongful act, occurrence or personal injury offense, in amounts of not less than \$1,000,000 each claim and \$3,000,000 general aggregate.

AB

6/13/2016



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

6-13-2016
Date

Caine/Booe
Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

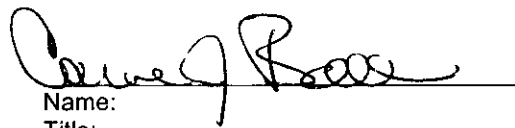
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

6-13-2016
Date


Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6-13-2016
Date

Carol J. Bala
Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

AB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6-13-2016
Date

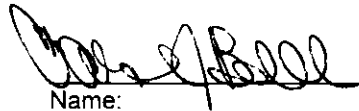

Name:
Title:

Exhibit G

Contractor Initials CAB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6-13-2016
Date



Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

QJ

Date 4/13/2016



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

CB



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The Department of Health & Human Services
The State

[Signature]
Name of the Contractor

[Signature]
Signature of Authorized Representative

Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Name of Authorized Representative

Director
Title of Authorized Representative

[Signature]
Title of Authorized Representative

6/10/16
Date

6/13/2016
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6-13-2016
Date

Cara Boe
Name:
Title: Psychologist



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

CA B

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:

NEW ENGLAND FORENSIC
ASSOCIATES, INC.
22 MILL ST
STE 306
ARLINGTON MA 02476

Additional Named Insureds:

LEO KEATING, LICSW
CAROL J. BALL, PH.D.
NANCY DIZIO, LMHC

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations: N/A
(If different than address listed above)

Claim History:

Retroactive date is 05/01/1992

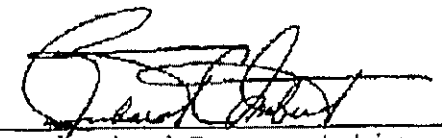
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5011-3744	5/01/16	5/01/17	1,000,000 3,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: THE COMPANY WILL NOTIFY THE CERTIFICATE HOLDER OF ANY TERMINATION OF COVERAGE AND FAILURE TO RENEW WITHIN 30 DAYS, HOWEVER, FAILURE TO GIVE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE COMPANY OR THE UNDERSIGNED.

This Certificate Issued to:

Name: THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN
Address: SERVICES
129 PLEASANT STREET
CONCORD NH 03301
APA 00138 00 (06/2014)


Authorized Representative

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:

NEW ENGLAND FORENSIC
ASSOCIATES, INC.
22 MILL ST
STE 306
ARLINGTON MA 02476

Additional Named Insureds:

LEO KEATING, LICSW
CAROL J. BALL, PH.D.
NANCY DIZIO, LMHC

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations: N/A
(If different than address listed above)

Claim History:

Retroactive date is 05/01/1992

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5011-3744	5/01/16	5/01/17	1,000,000 3,000,000

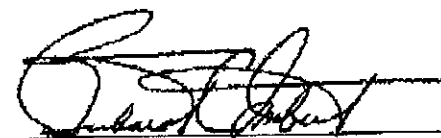
NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: THE COMPANY WILL NOTIFY THE CERTIFICATE HOLDER OF ANY TERMINATION OF COVERAGE AND FAILURE TO RENEW WITHIN 30 DAYS, HOWEVER, FAILURE TO GIVE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE COMPANY OR THE UNDERSIGNED.

This Certificate Issued to:

Name: THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN
Address: SERVICES
129 PLEASANT STREET
CONCORD NH 03301

APA 00138 00 (06/2014)


Authorized Representative



NEW ENGLAND FORENSIC ASSOCIATES

CURRICULUM VITA

Carol J. Ball, Ph.D.

Education

- 1986 Ph.D. Indiana State University (Counseling Psychology)
- 1977 M.S. Purdue University (Clinical Psychology)
- 1975 B.S. Purdue University

Clinical Training

- 1982-1983 Intern, V. A. Alcohol Treatment and Substance Abuse Units, V.A. Outpatient Clinic, Boston, Massachusetts.
- 1977-1978 Park Center Community Mental Health Center, Fort Wayne, Indiana.

Clinical Experience

- 2004 - present Clinical Associate in Psychology, Department of Psychology, McLean Hospital, Belmont, Massachusetts
- 1988- 2004 Associate Attending Psychologist, McLean Hospital, Belmont, Massachusetts
- 1987- present Founding Partner, New England Forensic Associates, Arlington, Massachusetts.
- 1987-1988 Psychology Fellow, McLean Hospital, Belmont, Massachusetts
- 1983 - 1987 Director of Behavior Therapy Program and Behavioral Contracting Unit, Massachusetts Treatment Center for Sexually Dangerous Persons, Department of Mental Health, Bridgewater, Massachusetts.
- 1980-1982 Consulting Psychologist, United States Federal Penitentiary, Terre Haute, Indiana.

22 Mill Street, Suite 300
 Arlington, MA 01476-4714
 Tel: 781.644.1400
 Fax: 781.644.1400
 www.nefor.com

Co-Founders

Carol J. Ball, Ph.D.
 Thomas K. Szymanski, Ph.D.

Consultants

Dr. D. Keating, LL.M.

Associates

David Bryant, Ph.D., ABPP
 Carlos Davila, Ed.D.
 Nancy L. DeZure, LMHC
 Susan A. Hejlskov, Ed.D.
 Christopher Miller, MS, MBA
 Edie Shapiro, Psy.D.
 Joseph P. Szymanski, MA

1976-1979 Founder and Director, YWCA Shelter for Women Victims of
Violence, Fort Wayne, Indiana.

Additional Courses and Training Workshops

29th Annual ATSA Conference, October 2010, Phoenix, AZ

RSA 135E Training, October 2010

MDT Training Static99R and Static 2002R, March 2010

Diagnosing the Paraphilias: Current Controversies in the
DSM-V Formulations, October 2009

Ethics in Action: "Applied Ethics, Legal Considerations &
Clinical Risk Management", June 2008

Static and Dynamic Risk Assessment of Sexual Offenders,
June 2008

Abel Screening Clinical Decision Making Training
Conference: The Abel-Blasingame Assessment System,
September 2007

Abel Screening Clinical Decision Making Using the AASI-2
and the ABID, June 2006

The Abel Assessment for Sexual Interest, August 2004

Assessing the Recidivism Risk of Sexual Offenders. ATSA
Conference, St. Louis, October 2003

Consultation

State of New Hampshire Department of Health and Human
Services. Member Multidisciplinary Team for Case
review of Civil Commitment of Sexually Violent
Predators.

Commonwealth of Massachusetts Professional Board of
Licensure for Psychologists.

Academic Appointments

- 1987-present Clinical Instructor in Psychology, Department of Psychiatry, Harvard University Medical School, Boston, Massachusetts.
- 1980-1982 Teaching Assistant, Department of Counseling, Indiana State University, Terre Haute, Indiana
- 1979-1980 Instructor, Women's Studies Department, Purdue University, Fort Wayne, Indiana.
- 1976-1978 Instructor, Department of Psychology, Purdue University, Fort Wayne, Indiana.

Teaching Experience

- 1980-1982 Lecturer in Counseling Psychology and Vocational Guidance, Indiana State University, Terre Haute, Indiana
- 1979-1980 Lecturer on the Psychology of Women, Department of Psychology, Purdue University, Fort Wayne, Indiana.
- 1978-1979 Instructor in Experimental Psychology, Department of Psychology, Purdue University, Fort Wayne, Indiana.
- 1976-1977 Director of Tutorial Services, Department of Psychology, Purdue University, Fort Wayne, Indiana.

Expert Witness Testimony

Risk Assessments and Sexual Dangerousness Testimony:

Probate and Family Court, Essex County, Massachusetts
Federal Court, Boston, Massachusetts
Massachusetts Superior Courts
Massachusetts District Courts
Massachusetts Board of Pardon
Massachusetts Parole Board
Massachusetts Sex Offender Registry Board

Federal Court, Concord, NH
Superior Court Hillsborough County, NH
Superior Court Rockingham County, Brentwood, N. H.
Superior Court Cheshire County, Keene, N. H.
Superior Court, Connecticut
Probate Court, Connecticut
Superior Court, Indiana
Superior Court, Vermont
District Court, Androscoggin, Maine

Partner Abuse/Battered Woman Testimony:

Probate and Family Court, Middlesex County, Massachusetts
Superior Court, Third Judicial District for the State of Alaska

Licensure

Massachusetts License # 4381

Professional Recognition

1992-1999 National Executive Board, Association for the Treatment of
Sexual Abusers (ATSA).
1978 YWCA Distinguished Service Award
Indiana Coalition for Domestic Violence

National Media Interviews

Ball, C.J. (2008) WCVB 5, The Boston Channel, Boston, Massachusetts, Team
5 Investigates *Sex Offender Tracking Program*, (2008)
Ball, C.J. (2006) New England Cable News, Boston, Massachusetts, News at
Night *Sex Offender Residency Restriction Law*, (2006)
Ball, C.J. (2006) FOX Nightly News, *Sex Offender Legislation* (November 27,
28, 2006)
Ball, C.J. (2004) CNN Anderson Cooper 360 Show, *Sex Offenders - Aversion
Therapy* (2004)
Ball, C.J. (2004) Nightline with Ted Koppel ABC, (February 4, 2004)
Ball, C.J. (2003) NBC Nightly News with Tom Brokaw, *Level 3 Sex Offenders*
(December 2003)

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- Ball, C.J. (2002) New England Cable News, Boston, Massachusetts, *Pedophilia Defined*, February 21, 2002.
- Ball, C.J. (2002) The Early Show, CBS, New York City, New York, *Causes of Pedophilia*, February 4, 2002.

Representative Publications and Presentations

- Ball, C. J. Ph.D.; (April 2012) *Family and Probate Court Judges Conference*, Presentation by Carol J. Ball, Ph.D. and Jodie Shapiro, Psy.D. of New England Forensic Associates
- Ball, C. J.; Sorrentino, R; Sherak, D. (2011) *Let's Talk About Sex and Drugs: The Psychosexual History and Pharmacologic Approach to Sexual Abusers* presented at The Massachusetts Adolescent Sexual Offender Coalition and The Massachusetts Association for the Treatment of Sexual Abusers 13th Annual Joint Conference, Marlborough, Massachusetts, April 6, 2011
- Ball, C. J.; Souther, G.C. (2009) *Ethics and the New Hampshire Sexually Violent Predator Civil Commitment Law*. Grand Rounds, New Hampshire Hospital, Concord, NH, January 15, 2009.
- Ball, C.J. (2007) Guest Lecturer, University of Connecticut School of Law, February 2007.
- Ball, C.J. (2003) *Treatment and Management of Exhibitionism and Other Sexual Compulsive Disorders* presented at The Massachusetts Adolescent Sexual Offender Coalition and The Massachusetts Association for the Treatment of Sexual Abusers 5th Annual Joint Conference, Marlborough, Massachusetts, April 9, 2003.
- Ball, C.J. (2002) Symposium Chair, *Best Practices: Ethical Considerations in Forensic Psychology* presented at The Association for the Treatment of Sexual Abusers 21st Annual 2002 Research and Treatment Conference, Montreal, Quebec, Canada, October 4, 2002.
- Ball, C.J. (2002) *Treatment and Management of Sexual Compulsive Behaviors, Including Exhibitionism and Internet Pornography*, New Hampshire Association for the Treatment of Sexual Abusers, Concord, New Hampshire, September 13, 2002.

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- Ball, C.J. (2001) *MCLE's Prosecutors Trial Advocacy Workshop* presented at Boston, Massachusetts, July 12, 2001.
- Ball, C.J. (2001) *Strategies for Managing Sexual Arousal and Impulses* presented at the Department of Mental Health and University of Massachusetts Medical School, Department of Psychiatry Conference on the Treatment of Mentally Ill/ Sexual Behavioral Disordered patients, Medfield, Massachusetts, June 28-29, 2001.
- Ball, C.J. (2001) *Risk Assessment and Treatment of Sexual Offenders* presented at the Judicial Institute Conference for District Court Judges, Williamstown, Massachusetts, June 20-21, 2001.
- Ball, C.J. & Seghorn, T.K. (2000) *Current Status of Treatment of Sexually Compulsive Disorders* presented at Forensic Seminar, Department of Psychiatry, Harvard Medical School, December 7.
- Ball, C.J. & Seghorn, T.K. (2000) *ATSA Basic Training Curricula*, presented at The Second Annual Joint Conference on Sex Offense-Specific Assessment, Treatment and Safe Management of Children, Adolescents and Adults, Massachusetts Association for the Treatment of Sexual Abusers, Marlborough, Massachusetts, April 13-14, 2000.
- Seghorn, T.K. & Ball, C.J. (2000) Assessment of Sexual Deviance in Adults with Developmental Disabilities. *Mental Health Aspects of Developmental Disabilities*, 3, 2:1-7.
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- Ball, C.J. (1999) *Behavior Assessment of Sexual Deviance in Persons With Developmental Disabilities* presented at Berkshire Association for Behavior Analysis and Therapy, Amherst, Massachusetts, October 14-15.
- Ball, C.J. (1999) *Behavioral Treatment of Fetishes, Transvestism and Self-Injurious Sexual Behaviors* presented at The Association for the Treatment of Sexual Abusers 18th Annual 1999 Research and Treatment Conference, Lake Buena Vista, Florida, September 22-25.
- Ball, C.J. (1999) *Skill Training Workshop on Deviant Arousal Reconditioning* presented at The First Joint Conference on Sex Offense-Specific

- Assessment, Treatment, and Safe Management of Children, Adolescents, and Adults, Marlborough, MA, April 21-22.
- Ball, C.J. (1999) *Cognitive and Behavioral Treatment of Deviant Sexual Behaviors* presented at 15th Annual Public Sector Psychiatry Conference Care and Treatment of "Mentally Ill" Sexual Perpetrators, Worcester, MA, April 30.
- Ball, C.J. & Seghorn, T.K. (1998) *Judicial Conference on Violence: Domestic Abuse and Sexual Violence*, Training Workshop for Office of Administration of Tribunals, Institute of Judicial Studies, Commonwealth of Puerto Rico. Universidad Interamericana de Puerto Rico, San Juan, Puerto Rico, March 25.
- Ball, C.J. (1997) *Sex Offender Assessment and Treatment*. New England Medical Center, Mental Health Staff, Boston, MA, November 18.
- Ball, C.J. (1997) *Date Rape*. Watertown Parent Teachers Organization, Watertown, Massachusetts, January 8.
- Ball, C.J. & Seghorn, T.K. (1996) *Sex Offender Evaluation and Treatment*. Massachusetts Commission for Legal Education. Boston, Massachusetts, June 19.
- Ball, C.J. (1996) *Cognitive Behavioral Therapy: Practical Applications for Treatment of Depression*. Presentation representing McLean Hospital for Justice Resource Institute, Belmont, Massachusetts, April 24.
- Ball, C.J. & Seghorn, T.K. (1996) *Ethical Issues in the Treatment of Sexual Abusers*. Massachusetts Association for the Treatment of Sexual Abusers, Shirley, Massachusetts, March 8.
- Ball, C.J. (1995) *Sexual Compulsive Disorders*. Research paper presented at the First Annual Training and Research Conference of the Massachusetts Association for the Treatment of Sexual Abusers, Worcester, Massachusetts, November 9.
- Ball, C.J. (1995) *Interviewing and Treating the Sexual Offender*. Professional Training for the School of Social Work, University of Buffalo, Buffalo, New York, October 30.
- Ball, C.J. (1994) *Sexual Arousal Reconditioning*. Massachusetts Adolescent Sexual Offender Coalition Training Conference, Worcester, Massachusetts, November 22.

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- Ball, C.J. & Langevin, R. (1993) *Exhibitionists: Classification and Treatment*. Workshop presented at the Association for the Treatment of Sexual Abusers Research and Training Conference, Boston, Massachusetts, November 11.
- Ball, C.J. (1993) *Successful Treatment of Paraphilias*. Grand Rounds, Department of Psychiatry, Fuller Memorial Hospital, Attleboro, Massachusetts, March 8.
- Ball, C.J. (1993) *Successful Treatment of Paraphilias*. Grand Rounds, Fuller Memorial Hospital, Attleboro, Massachusetts, September 14.
- Ball, C.J. (1993) *Behavior Therapy Treatment of Paraphilias*. Grand Rounds, Massachusetts General Hospital, Department of Psychiatry, Boston, Massachusetts
- Ball, C.J. (1992) *Treatment of Paraphilias*. Grand Rounds, Massachusetts General Hospital, Department of Psychiatry, Boston, Massachusetts
- Ball, C.J. (1991) *Treatment of Incest Perpetrators*. Psychiatric Grand Rounds, Mount Auburn Hospital, Cambridge, Massachusetts, December 17.
- Ball, C.J. (1991) *Sexual Compulsive Disorder*. Attending Rounds, Massachusetts General Hospital, Department of Psychiatry, Boston, Massachusetts, July 30.
- Ball, C.J. & Levendusky, P. (1989) *Therapeutic Contact Program, a cognitive therapy approach to the treatment of severely impaired patient population*. World Congress of Cognitive Therapy, Oxford, England, June 28-July 2.
- Ball, C.J. (1989) *Treatment of Chronic Sex Offenders*. American Psychological Association, New Orleans, Louisiana, August 11-15.
- Ball, C.J. & Seghorn, T.K. (1989) *Evaluation and Treatment of Offenders*. Training Seminar, presented at a training seminar on Trial and Disposition of a Child Abuse Case, Massachusetts Bar Association, Boston, Massachusetts, February 7.
- Ball, C.J. (1988) *In Vivo Ammonia Aversion Treatment of Exhibitionism: A Case Study*. Association for the Behavioral Treatment of Sexual Abusers, Atlanta, Georgia, September 23-25.

- Ball, C.J., Seghorn, T.K., & Doolittle, D. (1987) *Sexual Violation: Understanding and Working With Victims, Offenders, Families, and Fellow Professionals*. Park Center, Fort Wayne, Indiana, September 17-18.
- Ball, C.J. (1987) *Therapeutic Contract Program: A Goal Directed Milieu for the Treatment of Sex Offenders*. Research paper presented at Annual Meeting of the Association for the Behavioral Treatment of Sexual Abusers. Newport, Oregon, May 3-6.
- Ball, C.J. & Seghorn, T.K. (1986). *Diagnosis and Treatment of the Sexually Aggressive Person*. Presentation at the 26th Annual Meeting of the New England Psychological Association, Boston, Massachusetts, October 24-25.

Subject: Multidisciplinary Team (MDT) (SS-2017-BBH-05-MULTI-02)

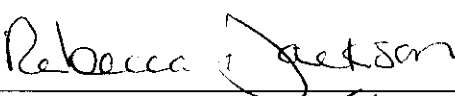
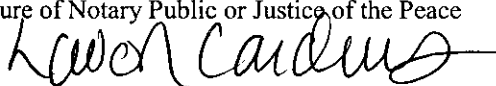

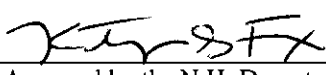
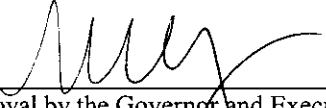
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Rebecca Jackson, Ph.D.		1.4 Contractor Address 13619 Southeast Highway 70 Arcadia, FL 34266	
1.5 Contractor Phone Number 863-491-4851	1.6 Account Number 05-95-094-940010-8753-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$19,800.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of <u>Florida</u> , County of <u>Desoto</u> On <u>May 19, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Lavon Cardenas</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Katja S Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sana Jullughan</u> Director, On: <u>6/17/16</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Jelle, Attorney 6/16/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date

PA
1/15/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor will abide the State of New Hampshire, federal, and Joint Commission Standards on confidentiality of patient information and to his/her professional code of ethics.
- 1.4. The Contractor is under equal obligation to treat as confidential any information they may acquire, by any means, about a patient or former patient. Any breach of confidentiality is a serious offense and grounds termination of this agreement.

2. Scope of Services

- 2.1. The Contractor shall participate as a member of the multidisciplinary team (MDT) in accordance with RSA 135-E and New Hampshire Administrative Rule He-C 701.
- 2.2. The Contractor shall participate as a member of the (MDT) to assess and evaluate whether or not a person convicted of a sexually violent offense, who is eligible for release from total confinement, meets the definition of sexual violent predator as defined in New Hampshire Revised Statutes Annotated (RSA) 135-E, entitled "Involuntary Civil Commitment of Sexually Violent Predators."
- 2.3. The Contractor will:
 - 2.3.1. Accept assignments from the Department to evaluate individuals;
 - 2.3.2. Accept direction from the Department's designated Chairperson of the MDT;
 - 2.3.3. Receive legal counsel from the State of New Hampshire's Attorney General, as needed; and
 - 2.3.4. Complete all work according to the time frames in RSA 135-E and/or as established by the Department.
- 2.4. The Contractor will assess and evaluate each person assigned by the Department to determine if the person meets the definition of sexually violent predator as follows:
 - 2.4.1. Review all information and documents provided by the Department;
 - 2.4.2. Review any additional information and documents provided by the Department;

RJ
5/19/16



Exhibit A

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- 2.4.3. Participate in a personal interview of the individual as directed by the Department;
 - 2.4.4. Request additional relevant information from the Department for assessment and evaluation, as needed;
 - 2.4.5. Meet with the Department and other members on the MDT to discuss and review the information and records provided to evaluate and make an assessment;
 - 2.4.6. Determine, with the other members on the MDT, whether or not the individual meets the definition of sexually violent predator in accordance with RSA 135-E and New Hampshire Administrative Rule He-C 701.
- 2.5. The Contractor will prepare, with the other members of the MDT, a written report of the MDT's decision in paragraph 2.4.6 in accordance with RSA 135-E and New Hampshire Administrative Rule He-C 701. At a minimum the report shall include:
- 2.5.1. Identification of members of the MDT and the dates that the MDT met;
 - 2.5.2. Description of the assessment and evaluation conducted by the MDT, including:
 - 2.5.2.1. A summary of information and documents reviewed;
 - 2.5.2.2. Whether or not a personal interview was conducted;
 - 2.5.2.3. A list of the assessment and evaluative instruments completed or administered by the MDT, if any;
 - 2.5.2.4. The MDT's determination as to whether or not the person had been convicted of a sexually violent offense, and the reasons for its determination;
 - 2.5.2.5. The MDT's determination as to whether or not the person suffers from a mental abnormality or personality disorder, the identification of the mental abnormality or personality disorder, and the reasons for its determination;
 - 2.5.2.6. The MDT's determination as to whether or not the diagnosed mental abnormality or personality disorder makes the person likely to engage in acts of sexual violence if not confined in a secure facility for long-term control, care, and treatment, and the reasons for its determination; and
 - 2.5.2.7. The MDT's determination as to whether or not the person meets the definition of a sexually violent predator, and the reasons therefore.
 - 2.5.3. Signatures by all members of the MDT; and
 - 2.5.4. Be submitted to the Department pursuant to and within the timeframe established by RSA 135-E and New Hampshire Administrative Rule He-C 701.

RJ
5/21/14



Exhibit A

3. Certification and Licensing:

3.1. The Contractor will have the following certifications and licenses:

- 3.1.1. A psychologist with a doctoral degree from a program approved by the American Psychological Association; or
- 3.1.2. A psychiatrist certified by the American Board of Psychiatry and Neurology; and
- 3.1.3. Be licensed by the appropriate licensing board or entity in the state in which he or she currently practices.

3.2. The Contractor will provide the Department with a copy of their current certification and license, before approval of the contract.

RJ
5/17/16



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for said services shall be made as follows:
The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
3. The invoice shall include the name of the person that is being assessed and evaluated, the date and number of hours worked, and a brief description of the work that was completed.
4. The Contractor will be reimbursed in accordance with the following fee schedule:
 - 4.1. \$250 per hour for the Scope of Services in Exhibit A.
 - 4.2. \$50 per hour for travel plus travel expenses.
 - 4.3. If the Contractor works less than a full hour, then the hourly rate will be prorated at 15 minute intervals of actual work completed.
 - 4.4. If the Contractor uses their own vehicle for travel, mileage will be reimbursed at the current State of New Hampshire mileage reimbursement rate to employees.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld in whole or in part in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided or if the services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to 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.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records 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. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

[Handwritten initials]
[Handwritten date]

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor 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 Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 Professional liability insurance against wrongful act, occurrence or personal injury offense, in amounts of not less than \$1,000,000 each claim and \$3,000,000 general aggregate.

[Handwritten Signature]
[Handwritten Date: 5/19/16]



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

5/19/16
Date

Rebecca Jackson
Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/19/16
Date

Rebecca Jackson
Name:
Title:

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5/19/16



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/19/16
Date

Rebecca Jackson
Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

RJ
5/17/16

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/15/16
Date

Rebecca Jackson
Name:
Title:

Exhibit G

Contractor Initials RJ

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/15/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/19/16
Date

Rebecca Jackson
Name:
Title:

Contractor Initials RJ
Date 5/19/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

RJ

3/19/14



Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

[Handwritten initials]
[Handwritten date: 3/19/14]



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

RJ
5/19/14



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services
The State

Kathy S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/16/16
Date

Rebecca Jackson
Name of the Contractor

Rebecca Jackson
Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

5/19/14
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/19/14
Date

Rebecca Jackson
Name:
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

RS
5/17/16



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																						
PRODUCER Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	CONTACT NAME: Trust Risk Management Services, Inc PHONE (A/C, No, Ext): 877.637.9700 FAX (A/C, No): 877.251.5111 EMAIL ADDRESS: Info@trustrms.com <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td></td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: ACE American Insurance Company		22667	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Rebecca Jackson 13619 Se Highway 70 Arcadia, FL 34266 7861																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$		
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
A	Psychologist's Professional Liability Retroactive Date: 05/01/2007			58G22634811	05/01/2016	05/01/2017	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required):									

CERTIFICATE HOLDER The State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH, 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> </div>
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Rebecca L. Jackson, Ph.D.

Professional Appointments

- 2012 - *Correct Care Recovery Solutions, LLC. Florida Civil Commitment Center*
Clinical Director
Manage Clinical Department at 720-bed sex offender civil commitment facility. Responsible for the hiring, supervision, and performance evaluation of 35 staff members. Manage and supervise programming activities, performance improvement projects, behavior management system, and housing assignments. Facilitated institution-wide Strategic Planning process for 2015-2017 cycle. Chair, Environment of Care Committee. Member of the Executive Management Group that manages all facility departments and operations.
- 2011-2012 *GEO Care, LLC. Florida Civil Commitment Center*
Assistant Clinical Director
Along with the Clinical Director, responsible for the overall delivery and supervision of the Comprehensive Treatment Program. Supervise Clinical Teams, participate in Performance Improvement, and Co-Chair Behavior Management Committee.
- 2010-2011 *South Carolina Sexually Violent Predator Program*
Chief Psychologist for South Carolina's sex offender civil commitment program. Conduct court-ordered evaluations regarding eligibility for civil commitment. Managed Penile Plethysmograph (PPG) lab and supervised laboratory technician. Consultant to treatment providers and program leadership.
- 2004-2013 *Pacific Graduate School of Psychology at Palo Alto University, Palo Alto, CA*
Associate Professor
Director, Forensic and Correctional Mental Health Counseling Program. Developed and administered blended master's degree program to provide customized training to counselors seeking to work in forensic and correctional environments. Required knowledge of program development and evaluation, accreditation processes, budgeting, staffing, and supervision.
- 2007- *Independent Contractor, Forensic Evaluations; Sex Offender Civil Commitment*
Conduct sex offender civil commitment evaluations, both pre- and post-commitment. Provide expert testimony and/or consultation regarding sex offender civil commitment programming, populations, and best practices. Provide training and research in areas of forensic psychology and sex offender civil commitment.

2005 - 2010

Washington Institute for Mental Illness Research & Training, Steilacoom, WA
 Consultant to Washington State's Civil Commitment Program for Sexually
 Violent Predators

Contracted through the University of Washington to provide research and training
 services to Washington's sex offender civil commitment program. Developed and
 maintained clinical database; conducted internal and peer-reviewed research;
 consulted to program leadership regarding program development and evaluation;
 participated in development of rating instrument for use by external quality of
 care inspection team.

Education & Licensure

2003-2004

University of Washington School of Medicine

Clinical Psychology Residency, Public Behavioral Health & Justice Policy
 Interdisciplinary Clinical Research Skills Training: NIMH R25 MH60486
 (Grantsmanship Seminar)

2004 Ph.D.

University of North Texas, Denton, TX

2001 M.S.

University of North Texas, Denton, TX

1995 B.A.

West Virginia University, Morgantown, WV

Bachelor of Arts in Psychology, Summa Cum Laude

Licensed Psychologist (Clinical)

2006

Washington License #: PY3658

2012

Florida #PY 8506

Professional Affiliations & Activities

Past-President, Sex Offender Civil Commitment Programs Network

Editorial Board Member, *Psychology Public Policy, and Law*

Chair, Forensic Assessment Panel, 4th International Congress on Psychology & Law

Reviewer, *International Journal of Forensic Mental Health*

Reviewer, *Law and Human Behavior*

Reviewer, *International Journal of Offender Therapy and Comparative Criminology*

American Psychological Association (APA)

American Psychology- Law Society (APLS)

Association for the Treatment of Sexual Abusers (ATSA)

Awards & Honors

Theodore Blau Early Career Award for outstanding early career contributions to Clinical Psychology, American Psychological Foundation and Division 12 of the American Psychological Association, 2008
Director's Award for Excellence in Research, Teaching, & Clinical Skill
University of Washington School of Medicine, 2004
Outstanding Graduate Student, University of North Texas, 2002
Dissertation Grant, American Psychology-Law Society (Division 41), 2002
University of North Texas, Student Award, 2002
American Psychological Association Science Directorate, Student Award, 2001
Phi Beta Kappa

Publications

Textbooks

Jackson, R. L. & Roesch, R. (Eds). *Learning Forensic Assessment: Research and Practice* (2nd Edition). New York, NY: Routledge/Taylor & Francis (in press).

Jackson, R. L. (2008). *Learning Forensic Assessment*. New York, NY: Routledge/Taylor & Frances.

Peer-Reviewed Publications

Boccaccini, M. T., Rufino, K. A., Jackson, B., & Murrie, D. C. (in press). Personality Assessment Inventory scores as predictors of misconduct among civilly committed sex offenders. *Psychological Assessment*.

Miller, A. K., Rufino, K. A., Boccaccini, M. T., Jackson, R. L., & Murrie, D. C. (2011). On individual differences in person perception: Raters' personality traits relate to their Psychopathy Checklist-Revised scoring tendencies. *Assessment*, 18, 253-260.

Richards, H. J., & Jackson, R. L. (2011). Behavioral discriminators of sexual sadism and paraphilia nonconsent in a sample of civilly committed sexual offenders. *International Journal of Offender Therapy and Comparative Criminology*, 55, 207-227.

Ferguson, A., Jimenez, M., & Jackson, R. L. (2010). Juvenile false confessions and competency to stand trial: Implications for policy reformations and research. *The New School Psychology Bulletin*, 7(1), 62-77.

Orthwein, J., Packman, W., Jackson, R., & Bongar, B. (2010). Filicide: Gender Bias In California Defense Attorneys' Perception Of Motive And Defense Strategies. *Psychiatry, Psychology and Law*, 17, 523-537.

Brackett, R., Jackson, R. L., & Richards, H. J. (2008). Hare PSCAN and its relationship to psychopathy in a sample of civilly committed sex offenders. *International Journal of Forensic Mental Health*, 7, 29-37.

- Jackson, R. L. (2008). Sex Offender Civil Commitment: Recommendations for Empirically Guided Evaluations. *Journal of Psychiatry and Law*, 36, 389-429.
- McLawsen, J. E., Jackson, R. L., Vannoy, S. D., Gagliardi, G. J., & Scalora, M. J. (2008). Professional perspectives on sexual sadism. *Sexual Abuse: A Journal of Research and Treatment*, 20, 272-304.
- Vitacco, M.J., Jackson, R.L., Rogers, R., Neumann, C.S., Miller, H.A., & Gabel, J. (2008). Detection strategies for malingering with the Miller Forensic Assessment of Symptoms Test: A confirmatory factor analysis of its underlying dimensions. *Assessment*, 15, 97-103.
- Jackson, R. L. & Hess, D. (2007). Evaluation for civil commitment of sex offenders: A survey of experts. *Sexual Abuse: A Journal of Research and Treatment*, 19, 425-448.
- Jackson, R. L., Neumann, C. S., & Vitacco, M. J. (2007). Impulsivity, anger and psychopathy: The moderating effect of ethnicity. *Journal of Personality Disorders*, 21, 289-304.
- Jackson, R. L., & Richards, H. J. (2007). Psychopathy and the Five Factor Model: Self and Therapist Perceptions of Psychopathic Personality. *Personality and Individual Differences*, 43, 1711-1721.
- Jackson, R. L., & Richards, H. J. (2007). Diagnostic and risk profiles among civilly committed sex offenders in Washington state. *International Journal of Offender Therapy and Comparative Criminology*, 51, 313-323.
- Walters, G. D., Gray, N.S., Jackson, R.L., Sewell, K. W., Rogers, R., Taylor, J., & Snowden, R. J. (2007). A taxometric analysis of the latent structure of the Psychopathy Checklist: Screening Version. *Psychological Assessment*, 19, 330-339.
- Jackson, R. L., Rogers, R., & Sewell, K. W. (2005). Miller Forensic Assessment of Symptoms Test (MFAST): Forensic applications as a screen for feigned incompetence to stand trial. *Law and Human Behavior*, 29, 199-210.
- Rogers, R. & Jackson, R. L. (2005). Sexually Violent Predators: The risky enterprise of risk assessment. *Journal of the American Academy of Psychiatry and the Law*, 33, 523-528.
- Rogers, R., Jackson, R.L., & Kaminski, P.L. (2005). Factitious psychological disorders: The overlooked response style in forensic evaluations. *Journal of Forensic Psychology Practice*, 5, 21-41.
- Rogers, R., Jackson, R. L., Sewell, K. W., & Salekin, K. L. (2005). Detection strategies for malingering: A confirmatory factor analysis of the SIRS. *Criminal Justice and Behavior*, 32, 511-525.
- Vitacco, M. J., Neumann, C.S., & Jackson, R. L. (2005). Testing a four factor model of psychopathy and its association with ethnicity, gender, intelligence, and violence. *Journal of Consulting and Clinical Psychology*, 73, 466-476.

- Jackson, R. L., Rogers, R., & Shuman, D. W. (2004). The adequacy and accuracy of sexually violent predator evaluations: Contextualized risk assessment in clinical practice. *International Journal of Forensic Mental Health, 3*, 115-129.
- Rogers, R., Jackson, R. L., Sewell, K. W., & Harrison, K. S. (2004). An examination of the ECST-R as a screen for feigned incompetency to stand trial. *Psychological Assessment, 16*, 139-145.
- Rogers, R., Jackson, R. L., Sewell, K. W., & Johansen, J. (2004). Predictors of Treatment Outcome in Dually-Diagnosed Antisocial Youth. *Behavioral Sciences and the Law, 22*, 215-222.
- Rogers, R., Jackson, R. L., Salekin, K., & Neumann, C. S. (2003). Assessing Axis I symptomatology on the SADS-C in two correctional samples: The validation of subscales and a screen for malingered presentations. *Journal of Personality Assessment, 81*, 281-290.
- Rogers, R., Jackson, R. L., Sewell, K. W., Tillbrook, C. E., & Martin, M. A. (2003). Assessing dimensions of competency to stand trial: Construct validation of the ECST-R. *Assessment, 10*, 344-351.
- Jackson, R. L., Rogers, R., Neumann, C., & Lambert, P. (2002). Psychopathy in women: An investigation of its underlying dimensions. *Criminal Justice and Behavior, 29*, 692-704.
- Rogers, R., Vitacco, M. J., Jackson, R. L., Martin, M., Collins, M., & Sewell, K. W. (2002). Faking psychopathy? An examination of response styles with antisocial youth. *Journal of Personality Assessment, 78*, 31-46.
- Borgman, M. A., Williams, J. M., Jackson, R. L., & Prescott, J. E. (1997). Injury control in practice and education. *Resident and Staff Physician, 43*, 13-24.
- Metz, M. M., Jackson, R. L., Williams, J. M., & Veach, J. (1997). An analysis of skiing injuries in West Virginia. *The West Virginia Medical Journal, 93*, 68-71.
- Rose, W. D., Martin, J. E., Abraham, F. M., Jackson, R. L., Williams, J. M., & Gunel, E. (1997). Calcium, magnesium, and phosphorus: Emergency department testing yield. *Academic Emergency Medicine, 4*, 559-563.
- Williams, J. M., Jackson, R. L., & Borgman, M. A. (1997). Protecting patients from injury: Basic principles. *Journal of the American Academy of Physician Assistants, 10*, 51-56.

Chapters, & Book Reviews

- Jackson, R. L. (in press). Sexual offender civil commitment statutes. In R. Cautin & S. Lilienfeld (Eds.), *The Encyclopedia of Clinical Psychology*. New York, NY: Wiley-Blackwell.

- Rogers, R., Robinson, E. V., & Jackson, R. L. (in press). Malingering and related response styles. In J. Payne-James & R. Byard (Eds.), *Encyclopedia of Forensic and Legal Medicine* (2nd ed.). Oxford, UK: Elsevier.
- Jackson, R. L., & Covell, C. N. (2013). Legal and ethical issues in sex offender civil commitment. In K. Harrison & B. Rainey (Eds.), *Legal and Ethical Aspects of Sexual Offender Treatment and Management* (pp. 406-423). New York, NY: John Wiley.
- McLawsen, J., Jackson, R. L., & Vannoy, S. D. (2012). Perspectives on sexual sadism: The role of diagnostic experience. In B. K. Schwartz (Ed.), *The Sex Offender: Current Trends in Policy and Treatment Practice*. (7th ed.) (pp. 7.2-7.17). Kingston, NJ: Civic Research Institute.
- Jackson, R. L. & Vitacco, M. J. (2012). Structured and unstructured interviews. In M.B. Ziskin & D. Faust (Eds.), *Coping with Psychiatric and Psychological Testimony* (6th edition) (pp. 302-310). Oxford University Press.
- Jackson, R. L. (2010). Advances in risk Assessment for sex offender civil commitment. In A. Schlank (Ed.), *The Sexual Predator* (Volume IV) (pp. 9.1-9.10). Kingston, NJ: Civic Research Institute.
- Jackson, R. L. & Guyton, M. R. (2008). Violence risk assessment. In R. L. Jackson (Ed.), *Learning Forensic Assessment* (pp. 153-181). New York, NY: Routledge/Taylor & Francis.
- Jackson, R. L. & Richards, H. J. (2008). Sex offender civil commitment evaluations. In R. L. Jackson (Ed.), *Learning Forensic Assessment* (pp. 183-209). New York, NY: Routledge/Taylor & Francis.
- Jackson, R. L. & Crawford, C. (2008). Response styles in the assessment of law enforcement. In R. Rogers (Ed.), *Clinical Assessment of Malingering and Deception* (3rd edition) (pp. 376-388). New York, NY: The Guilford Press.
- Jackson, R.L. (2007). Understanding Evil (Book Review). *Criminal Justice Review*, 32, 268-269.
- Jackson, R. L., & Richards, H. J. (2007). Psychopathy in women: A valid construct with clear implications. In H. Herve & J. C. Yuille (Eds.) *Psychopathy: Theory, Research, and Implications for Society* (pp. 389-410). Mahwah, NJ: Lawrence Erlbaum Associates, Inc.
- Jackson, R. L., & Rogers, R. (2005). Malingering. In J. Payne-James, R. Byard, T. Corey, & C. Henderson (Eds.), *Encyclopedia of Forensic and Legal Medicine* (pp. 417-424). Oxford, UK: Elsevier, Ltd.
- Rogers, R., Jackson, R. L. & Cashel, M. L. (2003). SADS: Comprehensive assessment of mood and psychotic disorders. In D. L. Segal (Ed.), *Comprehensive Handbook of Psychological Assessment*. New York: John Wiley & Sons, Inc.

Presentations

- Schneider, J., Jackson, R. L., D'Orazio, D, Hebert, J. & McCullough, D. (October, 2014). *Annual survey of sex offender civil commitment programs*. Presented at the Sex Offender Civil Commitment Programs Network Annual Meeting, San Diego, CA.
- Jackson, R. L. (October, 2014). *Assessing treatment progress at the Florida Civil Commitment Center*. Presented at the Sex Offender Civil Commitment Programs Network Annual Meeting, San Diego, CA.
- D'Orazio, D.; Schneider, J., & Jackson, R. L. (October, 2013). *Annual survey of sex offender civil commitment programs*. Presented at the Sex Offender Civil Commitment Programs Network Annual Meeting, Chicago, IL.
- Jackson, R. L., Schneider, J., & D'Orazio, D. (October, 2012). *Annual survey of sex offender civil commitment programs*. Presented at the Sex Offender Civil Commitment Programs Network Annual Meeting, Denver, CO.
- Jackson, R. L., Duffee, S. & Pake, D. (October, 2012). Use of a modified Goal Attainment Scale at FCCC. Presented at the Sex Offender Civil Commitment Programs Network Annual Meeting, Denver, CO.
- Jackson, R. L., Travia, T., & Schneider, J. (October, 2011). *Annual survey of sex offender civil commitment programs*. Presented at the Sex Offender Civil Commitment Programs Network Annual Meeting, Toronto, Canada.
- Jackson, R. L., Travia, T., & Schneider, J. (October, 2010). *Annual survey of sex offender civil commitment programs*. Presented at the Sex Offender Civil Commitment Programs Network Annual Meeting, Phoenix, AZ.
- Mathews, L., & Jackson, R. L. (October, 2010). Evaluating sex offenders for civil commitment: Comparing usual practice for pre-commitment and post-commitment evaluations. Presented at the Sex Offender Civil Commitment Programs Network Annual Meeting, Phoenix, AZ.
- Jackson, R. L. (March, 2010). *The Psychopathy Checklist-Revised: Four facet model and sexual violence*. Presented at the American Psychology-Law Society Annual Convention, Vancouver, BC, Canada.
- Murrie, D. C., Boccaccini, M. T., Rufino, K., & Jackson, R. L. (March, 2010). *Towards understanding poor PCL-R reliability "in the field": Lessons from a disappointing PCL-R research training*. Presented at the American Psychology-Law Society Annual Convention, Vancouver, BC, Canada.

- Yano, K., Weaver, C. M., Karl, P., & Jackson R. L. (March, 2010). *Reported PTSD assessment practices of PTSD-focused and Forensic-focused clinicians: Diagnosis and overreporting*. Presented at the American Psychology-Law Society Annual Convention, Vancouver, BC, Canada.
- Jackson, R. L. (September, 2009). *Psychopathy: Conceptual clarity and implications for risk assessment*. Presented at the Sex Offender Civil Commitment Programs Network Annual Meeting, Dallas, TX.
- Jackson, R.L., Schneider, J., Travia, T., (September, 2009). *Annual survey of sex offender civil commitment programs*. Presented at the Sex Offender Civil Commitment Programs Network Annual Meeting, Dallas, TX.
- Jackson, R. L. (October, 2008). *Diagnostic and risk profiles of civilly committed sex offenders*. Presented at the Association for the Treatment of Sexual Abusers Annual Convention, Atlanta, GA.
- Jackson, R.L., Travia, T., Schneider, J. (October, 2008). *Annual survey of sex offender civil commitment programs*. Presented at the Association for the Treatment of Sexual Abusers Annual Convention, Atlanta, GA.
- McLawsen, L., Vannoy, S. D., & Jackson, R L. (October, 2008). *Perspectives on sexual sadism: The role of diagnostic experience*. Presented at the Association for the Treatment of Sexual Abusers Annual Convention, Atlanta, GA.
- Jackson, R. L., & Mathews, L. (March, 2008) *Dimensions of sex offender risk in a sample of civilly committed sex offenders*. Presented at the American Psychology-Law Society Annual Convention, Jacksonville, FL.
- Jackson, R. L., Schneider, J., & Travia, T. (October, 2007). *Surveying Sex Offender Civil Commitment Programs: Program and Resident Characteristics*. Presented at the Association for the Treatment of Sexual Abusers Annual Convention, San Diego, CA.
- Jackson, R. L., & Hess, D. (October, 2007). *Evaluations for the Civil Commitment of Sex Offenders: A Survey of Experts*. Presented at the Association for the Treatment of Sexual Abusers Annual Convention, San Diego, CA.
- McLawsen, J. E., Guyton, M. R., Vannoy, S. D., Gagliardi, G. J., Jackson, R.L., Richards, H.J., & Scalora, M. J. (October, 2007). *Professional perspectives on sexual sadism*. Presented at the Association for the Treatment of Sexual Abusers Annual Convention, San Diego, CA.
- Bracket, R. E., Jackson, R. L., & Richards, H. J. (August, 2007). *The Hare PSCAN and its relationship to psychopathy in a sample of civilly committed sexual offenders*. Presented at the American Psychological Association Annual Convention, San Francisco, CA.

- Jackson, R. L., Richards, H.J., McCraw, J., & Koenen, M. A. (March, 2006). *Sexual sadism: In word and deed*. Presented at the American Psychology-Law Society Annual Convention, St. Petersburg, FL.
- Jacobs-Platzer, A., Jackson, R. L., Kis, E., & Richards, H.J. (March, 2006). *Psychopathy, violence, and sexuality in incarcerated female substance abusers*. Presented at the American Psychology-Law Society Annual Convention, St. Petersburg, FL.
- Kis, E., Jackson, R. L., Jacobs-Platzer, A., & Richards, H. J. (March, 2006). *The link between sexual abuse and high-risk behaviors among incarcerated women*. Presented at the American Psychology-Law Society Annual Convention, St. Petersburg, FL.
- Richards, H.J., Jackson, R. L., & Koenen, M. A. (February, 2006). *Discriminators of sexual sadism among civilly committed sex offenders*. Presented at the Washington Association for the Treatment of Sexual Abusers, Blaine, WA.
- Richards, H. J., Sturgeon, C. & Jackson, R. L. (February, 2006). *Diagnostic and actuarial risk assessment variable correlates of participant status in a Sexually Violent Predator (SVP) program*. Presented at the Washington Association for the Treatment of Sexual Abusers, Blaine, WA.
- Neumann, C. S., Vitacco, M. J., & Jackson, R. L. (July, 2005). *Latent structure of the PCL:SV in African-American and Caucasian male psychiatric outpatients and its association with anger and impulsivity*. Presented at the Society for the Scientific Study of Psychopathy, Vancouver, B.C.
- Jackson, R. L. & Richards, H. J. (March, 2005). *Dimensions of psychopathy: Can the Big 4 Be Explained by the Big 5?* Presented at the American Psychology-Law Society Annual Conference, La Jolla, CA.
- Jacobs, A., Jackson, R. L., & Haaf, R. (March, 2005). *Offense characteristics and case processing differences between intrafamilial and extrafamilial sexual offenders*. Presented at the American Psychology-Law Society Annual Conference. La Jolla, CA.
- Jackson, R. L. (December, 2004). *Deconstructing psychopathy*. Invited address, Napa State Hospital Law Day.
- Jackson, R. L. (April, 2004). *Psychopathy and Its Assessment with the PCL-R.* Forensic Seminar, Western State Hospital, Lakewood, WA.
- Vitacco, M. J., Neumann, C. S., & Jackson, R. L. (March, 2004). *The four-factor model of psychopathy and its association with violence, intelligence, gender, and ethnicity*. Presented at the American Psychology-Law Society Biennial Convention, Scottsdale, AZ.

- Jackson, R. L. (August, 2003). *MFAST: Forensic application as a screen for malingered incompetence to stand trial*. Presented at the American Psychological Association Annual Convention, Toronto, Canada.
- Jackson, R. L., & Rogers, R. (August, 2003). *Contextualized risk assessment in clinical practice: Use of actuarial, clinical, and structured clinical methods in sexually violent predator evaluations*. Presented at the American Psychological Association Annual Convention, Toronto, Canada.
- Rogers, R., Jackson, R. L., Sewell, K. W., & Ustad, K. L. (August, 2003). *Detecting strategies for malingering: A CFA analysis of the SIRS*. Presented at the American Psychological Association Annual Convention, Toronto, Canada.
- Vitacco, M. J., Neumann, C. S., Jackson, R. L., & Vincent, G. M. (July, 2003). *Development of a four-factor model on the PCL:SV and its relationship with verbal intelligence: Results from the MacArthur Violence Risk Assessment Study*. Presented at the Developmental and Neuroscience Perspectives on Psychopathy, Madison, WI.
- Jackson, R. L., & Rogers, R. (March, 2002). *Screening for psychopathy among female offenders: Validity of the Self-Report Psychopathy-II*. Presented at the American Psychology-Law Society Biennial Convention, Austin, TX.
- Jumes, M. T., Black, J. L., & Jackson, R. L. (September, 2001). *The Kennedy Axis V as a treatment outcome measure for a forensic hospital unit*. Presented at the American Psychiatric Association Institute on Psychiatric Services Convention, Orlando, FL.
- Jackson, R. L., Rogers, R., Lambert, P. & Neumann, C. (August, 2001). *Female psychopathy: Does it conform to the two-factor model?* Presented at the American Psychological Association Annual Convention, San Francisco, CA.
- Rogers, R., Vitacco, M. J., Jackson, R., Martin, M., Collins, M. & Sewell, K. W. (April, 2001). *Faking psychopathy? Response styles with antisocial youth*. Poster presented at the Society for Personality Assessment, Philadelphia, PA.
- Cruise, K. R., Vitacco, M. J., Rogers, R. & Jackson, R. L. (April, 2000). *Preliminary analysis of malingering in dually diagnosed offenders*. Poster presented at the Southwestern Psychological Association, Dallas, TX.

Trainings & Workshops Conducted

Treatment Modifications to the Comprehensive Treatment Program

Florida Department of Children and Families

Tallahassee, FL

September, 2014

Florida Civil Commitment Center's Comprehensive Treatment Program

Florida Department of Children and Families
Tallahassee, FL
July, 2012

Response Styles in the Treatment Setting
El Dorado County Mental Health Department
Placerville, CA
December 14, 2007

Treatment Challenges in Forensic Settings: Managing Axis II Disorders
California Department of Corrections and Rehabilitation/Department of Mental Health
Vacaville, CA
May 22, 2007

Psychopathy, Prison Sexual Assault, and the Prison Rape Elimination Act
Nebraska Department of Corrections
March 19-23, 2007

Sex Offender Civil Commitment: Challenges in Assessment, Treatment & Management
California Department of Corrections and Rehabilitation/Department of Mental Health
Vacaville, CA
February 27, 2007

Psychopathy in Females
San Francisco Jail Psychiatric Services
February 15, 2006

Psychopathy and the Administration of the PCL-R
Special Commitment Center, Steilacoom, WA
January 23 & 24, 2006

Introduction to Psychopathy for NonPsychologists
Special Commitment Center, Steilacoom, WA
May 25-26, 2005

Treatment Challenges in Forensic Setting
Special Commitment Center, Steilacoom, WA
March 18, 2005

Psychopathy & Psychopathic Sexual Offenders
Special Commitment Center, Steilacoom, WA
February 24-25, 2005

Gender differences in forensic assessment: Fact, fiction, and future directions.
Napa State Hospital Law Day, Napa, CA
December 9, 2004

Clinical Training

- 2003-2004 **Special Commitment Center, McNeil Island Correctional Facility
Steilacoom, WA**
The Special Commitment Center is Washington State's sexually violent predator commitment unit. Clinical responsibilities included individual psychotherapy and case management, co-facilitating sex offender treatment groups, and completing psychological evaluations with new intakes. Supervisor: Henry Richards, Ph.D.
- 2003-2004 **Harborview Medical Center
Seattle, WA**
Behaviorally-oriented, short-term psychotherapy with chronically mentally ill outpatients. Supervisor: Wayne Smith, Ph.D.
- September 2002-
December 2002 **Psychology Extern
Terrell State Hospital, Acute Admissions Unit
Terrell, TX**
Provided psychology services as part of short-term inpatient treatment to stabilize acutely ill adults; conducted comprehensive assessment batteries; participated in delivery of psychoeducational groups targeting issues such as dual diagnosis and living with mental illness; participated as part of a multidisciplinary treatment team; attended grand rounds. Client Population: Male and female adult patients who have been civilly committed by the courts for psychiatric treatment. Diagnoses primarily included psychotic, mood, and personality disorders. Supervisor: Bill Thomason, Ph.D.
- June-August
2001 & 2002 **Forensic Psychology Extern
North Texas State Hospital, Vernon Campus
Vernon, TX**
Worked with forensic medical and psychological staff on the restoration of trial competency inpatient unit; conducted forensic evaluations targeting issues of Axis I psychopathology, competency to stand trial, and malingering; provided consult service as part of a multidisciplinary treatment team; attended continuing education series regarding psychiatric and pharmacological treatment of psychotic and mood disorders. Client Population: Male and female forensic patients who were remanded by the courts to this maximum security facility for restoration of competency to stand trial. Diagnoses primarily included psychotic, mood, and personality disorders. Supervisors: Mike Jumes, Ph.D. & Mary Ross, Ph.D.

Teaching Experience

Graduate Level Courses

Professional Identity and Career Development

Palo Alto University

Forensic Evaluation

Pacific Graduate School of Psychology

Advanced Legal and Ethical Issues in Forensic Psychology

Pacific Graduate School of Psychology

Seminar in Psychopathy

Pacific Graduate School of Psychology

Clinical Interviewing

Pacific Graduate School of Psychology

Psychopathology & Psychodiagnosis

Pacific Graduate School of Psychology

Survey of Forensic Psychology

Pacific Graduate School of Psychology

Advanced Research Design Laboratory

University of North Texas

Advanced Quantitative Methods in Psychology Laboratory

University of North Texas

Diagnostic and Structured Interviewing Laboratory

University of North Texas

Undergraduate Courses

Experimental Methods in Psychology Laboratory

University of North Texas

Interpersonal Communication Laboratory

University of North Texas