



Lori A. Shibinette
Commissioner

Heather M. Moquin
Chief Executive Officer

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300
Fax: 603-271-5395 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 6, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to amend an existing **Sole Source** contract with Mr. David S. Prescott, LICSW (VC#278274), Falmouth, ME, to provide independent risk assessment services to clients admitted to New Hampshire Hospital, by exercising a contract renewal option by increasing the price limitation by \$18,000 from \$18,000 to \$36,000 and by extending the completion date from June 30, 2020 to June 30, 2022 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contract was approved by Governor and Council on August 8, 2018, item #14. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-94-940010-87530000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget | Increased (Decreased) Amount | Revised Budget |
|-------------------|-----------------|--------------------------------|--------------|-----------------|------------------------------|-----------------|
| 2019 | 102-500731 | Contracts for Program Services | 94077300 | \$9,000 | \$0 | \$9,000 |
| 2020 | 102-500731 | Contracts for Program Services | 94077300 | \$9,000 | \$0 | \$9,000 |
| 2021 | 102-500731 | Contracts for Program Services | 94077300 | \$0 | \$9,000 | \$9,000 |
| 2022 | 102-500731 | Contracts for Program Services | 94077300 | \$0 | \$9,000 | \$9,000 |
| | | | Total | \$18,000 | \$18,000 | \$36,000 |

EXPLANATION

This request is **Sole Source** because the original contract was sole source and MOP 150 requires any subsequent amendment to be a Sole Source request. The original request was Sole Source because Mr. Prescott is familiar with the hospital staff, knowledgeable of current procedures, and the supply of facilities for which appropriate placement of the NHH patients can be made. Mr. Prescott was recommended by The Disability Rights Commissioner because he has in-depth knowledge of the subject matter from many years of work doing independent risk assessments. As previously stated, the original contract was approved by Governor and Council on August 8, 2018, Item #14.

The purpose of this request is to allow Mr. David S. Prescott to continue to provide independent risk assessments to clients admitted to New Hampshire Hospital for the purpose of discharge, and to ensure each client is afforded placement into programs and services which least restrict the client's freedom of movement, ability to make decisions, and participation in his/her community while achieving the purposes of habitation and treatment in accordance with RSA 135-C.

Approximately five (5) individuals will be served from July 1, 2020 to June 30, 2021.

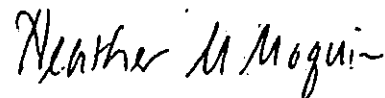
As referenced in Exhibit C-1 of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Council not authorize this request, the Department may be unable to offer these placement services to patients in order to determine their next level of care, which may slow the rate of discharge from the hospital and cause considerably higher cost to the State.

Area served: New Hampshire Hospital residents

Source of Funds: 100% General Funds

Respectfully submitted,



Heather M. Moquin
Chief Executive Officer

**New Hampshire Department of Health and Human Services
Independent Risk Assessments**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Independent Risk Assessments**

This 1st Amendment to the Independent Risk Assessments contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and David S. Prescott, (hereinafter referred to as "the Contractor"), an individual with a place of business at 35 Lakeside Drive, Falmouth, ME 04105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 8, 2018, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$36,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.

Handwritten initials, possibly "DP", inside a circle.

**New Hampshire Department of Health and Human Services
Independent Risk Assessments**



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective July 1, 2020 or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/12/2020
Date

Heather M. Moga
Name:
Title: CEO

David S. Prescott

5/5/2020
Date

David S. Prescott
Name:
Title:

OFFICE OF THE ATTORNEY GENERAL

Amendment #1
Page 3 of 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2020

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 have ADDITIONAL INSURED provisions or 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 endorsements.

PRODUCER
NASW RRG Plan Administrator
1200 East Glen Avenue
Peoria Heights, IL 61616-5348

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: NASW Risk Retention Group

14366

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
David S. Prescott
35 Lakeside Dr
Falmouth, ME 04105-2486

CUSTOMER ID: 1HGLESR6JI

CERTIFICATE NUMBER: G-3TDI3FPC14-03

REVISION NUMBER: 001

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 WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A | COMMERCIAL GENERAL LIABILITY | Y | N | G-3TDI3FPC14-03 | 04/22/2020 | 04/22/2021 | EACH OCCURRENCE \$1,000,000.00 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ |
| | <input type="checkbox"/> EPLI - CLAIMS MADE | | | | | | PERSONAL & ADV INJURY \$ |
| | <input type="checkbox"/> EPLI - OCCUR | | | | | | GENERAL AGGREGATE \$13,000,000.00 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| | <input type="checkbox"/> OTHER | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | |
| | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> OCCUR | | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE OTHER |
| | ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N | | | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under (Mandatory in NH) Description of Operations below | | | | | | E.L. DISEASE - EACH EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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 DHHS
129 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ON ACCORDANCE WITH POLICY PROVISIONS.

AUTHORIZED
REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2020

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| | | |
|---|--------------------------------------|----------------|
| PRODUCER NASW RRG Plan Administrator 1200 East Glen Avenue Peoria Heights, IL 61616-5348 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED David S. Prescott 35 Lakeside Dr Falmouth, ME 04105-2486 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: NASW Risk Retention Group | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |
| NAIC # | | |
| 14366 | | |

CUSTOMER ID: 1HGLESR6J

CERTIFICATE NUMBER: G-3TDI3FPC14-03

REVISION NUMBER: 001

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| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | |
|--|--|--------------------------------|----------|-----------------|-------------------------|-------------------------|---|----------------------------|----|--|--|-------------------------------------|----|
| A | COMMERCIAL GENERAL LIABILITY | Y | N | G-3TDI3FPC14-03 | 04/22/2020 | 04/22/2021 | EACH OCCURRENCE | \$ 1,000,000.00 | | | | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea Occurrence) | \$ | | | | | |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$ | | | | | |
| | EPLI - CLAIMS MADE | | | | | | PERSONAL & ADV INJURY | \$ | | | | | |
| | EPLI - OCCUR | | | | | | GENERAL AGGREGATE | \$ 13,000,000.00 | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | \$ | | | | | |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | | | | | | | |
| | OTHER | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | <input type="checkbox"/> SCHEDULED AUTOS | BODILY INJURY (Per person) | \$ | | | | |
| <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY | BODILY INJURY (Per accident) | \$ | | | | | | | | | | |
| <input type="checkbox"/> HIRED AUTOS ONLY | | PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | |
| UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | | EACH OCCURRENCE | \$ | | | | | | |
| EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE | \$ | | | | | | |
| <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | | \$ | | | | | | |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | N/A | | | | | PER STATUTE | OTHER | | | | | |
| ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | | | | | | E.L. EACH ACCIDENT | \$ | | | | | |
| If yes, describe under Description of Operations below | | | | | | | E.L. DISEASE - EACH EMPLOYEE | \$ | | | | | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | | | | | |
| | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Biped Development LLC
65 Berkeley St
Portland ME 04103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ON ACCORDANCE WITH POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David S. Prescott, LICSW

35 Lakeside Dr.
Falmouth, ME, 04105
(207) 314-8933

www.davidprescott.net

Specialties

Providing services and training other professionals in: motivational interviewing in group, individual, residential, and out-patient therapy; assessment and treatment of sexual abusers

Current Position

Becket Family of Services

Maine and New Hampshire, September 2010 to the present.

Director of Professional Development and Quality Improvement. Develop and oversee personnel training and treatment programs for troubled youth in residential, out-patient, and in-home environments.

Awards

C. Henry Kempe Lifetime Achievement Award, recognition of contributions awarded by the National Adolescent Perpetration Network, May 13, 2018

ATSA Fellow, recognition of significant contributions to the field of sexual abuse and to the Association for the Treatment of Sexual Abusers, granted October 16, 2015.

ATSA Distinguished Contribution Award, designed to recognize an individual who has made a notable contribution within the field of sexual abuse, from the Association for the Treatment of Sexual Abusers, October, 2014

Bright Lights Award of NAPN, in recognition of faithful commitment to shedding light on the problem of juvenile perpetration of sexual abuse, from the National Adolescent Perpetration Network, February 2007.

Affiliations

Clinical member and former president, Association for the Treatment of Sexual Abusers (ATSA)

Charter member, International Association for the Treatment of Sexual Offenders (IATSO)

Member, National Adolescent Perpetration Network (NAPN)

Member & Certified Trainer, Motivational Interviewing Network of Trainers (MINT)

Certified trainer, International Center for Clinical Excellence (ICCE)

Consultant, Supervisor, and Invited Trainer, Romanian Association for Brief Therapies and Strength-Based Solution Focused Consultancy

Former expert panel member, Stop It Now! a national nonprofit organization, dedicated to preventing child sexual abuse.

Current Activities

Editorial Board of *Sexual Abuse: A Journal of Research and Treatment*

Editorial Board of Safer Society Press

Editorial Board of the *Journal of Sexual Aggression*

Section Editor for the journal *Motivational Interviewing: Training, Research, Implementation, Practice*

Co-editor, contributor to blog site for *Sexual Abuse: A Journals of Research and Treatment*

Licenses

Licensed Clinical Social Worker, Maine

Licensed Independent Clinical Social Worker, Massachusetts

Licensed Independent Clinical Social Worker, New Hampshire

Licensed Independent Clinical Social Worker, Vermont

Licensed Clinical Social Worker, Wisconsin

Certification

Darkstone Research Certificate 2000-55 in the assessment of Psychopathy using The Hare Psychopathy Checklist-Revised (PCL-R)

Diplomate, American Board of Forensic Social Workers (DABFSW)
Massachusetts Adolescent Sex Offender Coalition (MASOC)

Trauma Sensitive Yoga Instructor (The Trauma Center at Justice Resource Institute)

Publications

Monthly articles in the *NEARI News: Translating Research into Practice* (distribution of over 5,000), 2008-2019.

McCartan, K.F. & Prescott, D.S. (2019). "NOTA Annual Conference 2019". Published online at sajrt.blogspot.com, September 26, 2019.

Prescott, D.S. & McCartan, K.F. (2019). "The purpose and outcomes of treatment". Published online at sajrt.blogspot.com, September 12, 2019.

Prescott, D.S. (2019). *Becoming the Man I Want to Be: A Good Lives Workbook*, Brandon, VT: Safer Society Press.

Valla, B., & Prescott, D.S. (2019). *Beyond Best Practice: How Mental Health Services Can Be Better*, Abingdon, UK: Routledge. (Originally published in Norwegian by Gyldendal Norsk Forlag, 2014.)

Prescott, D.S. & McCartan, K.F. (2019). "When we become the barriers to progress". Published online at sajrt.blogspot.com, August 7, 2019.

Sandler, J.C., McCartan, K.F. & Prescott, D.S. (2019). "Knowing What Works and Doing the Work: The Relationship between Research and Clinical Practice". Published online at sajrt.blogspot.com, June 14, 2019.

Prescott, D.S. & McCartan, K.F. (2019). "Disconnected: Where Did the Client's Voice in Treatment Go?" Published online at sajrt.blogspot.com, June 6, 2019.

McCartan, K.F., Harris, D.A., & Prescott, D.S. (2019). "Seen and Not Heard: The Service User's Experience Through the Justice System of Individuals Convicted of Sexual Offenses" in *International Journal of Offender Therapy and Comparative Criminology* and published online at <https://doi.org/10.1177/0306624X19851671>, May 27, 2019.

Prescott, D.S. & McCartan, K.F. (2019). "Morals Versus Evidence: The Role of Pornography". Published online at sajrt.blogspot.com, May 24, 2019.

DiGiorgio-Miller, J. & Prescott, D.S. (2019). "Learning to Take a Mindful Pause". Published online at sajrt.blogspot.com, May 16, 2019.

Prescott, D.S. (2019). "The MASOC/MATSA conference and thoughts on why we do this work" Published online at sajrt.blogspot.com, April 12, 2019.

McCartan, K. & Prescott, D.S. (2019). "Reducing harm in individuals who commit sexual abuse." Published online at sajrt.blogspot.com, March 27, 2019.

Prescott, D.S. (2019). "The "right" relationship in assessment and treatment: What does it look like?" Published online at sajrt.blogspot.com, January 8, 2019.

Prescott, D.S. (2018). *Becoming Who I Want to Be: A Good Lives Workbook for Young Men*, 2018.. Brandon, VT: Safer Society Press.

Prescott, D.S. (2018). *Counselor's Edition – Becoming Who I Want to Be: A Good Lives Workbook for Young Men*. Brandon, VT: Safer Society Press.

Prescott, D.S., & Dent, T. (2018). *Becoming Who I Want to Be: A Good Lives Workbook for Young Women*, 2018. VT: Safer Society Press.

Prescott, D.S., & Dent, T. (2018). *Counselor's Edition – Becoming Who I Want to Be: A Good Lives Workbook for Young Women*. Brandon, VT: Safer Society Press.

Prescott, D.S. (2018). Book Review: *The Wiley Blackwell Handbook of Forensic Neuroscience*, Edited by Anthony R. Beech, Adam J. Carter, Ruth E. Mann, and Pia Rothstein. *The ATSA Forum Newsletter*, Winter 2018-2019.

Prescott, D.S. (2018). Book Review: *Pedophilia: Theory, Assessment, and Intervention, Second Edition*, by Michael C. Seto, Ph.D. *The ATSA Forum Newsletter*, Winter 2018-2019.

Prescott, D.S. & McCartan, K. (2018). "It's time to get over it: Risk goes down with time free in the community." Published online at sajrt.blogspot.com , December 17, 2018.

Prescott, D.S. & Willis, G. (2018). "Application of the Good Lives Model in China." Published online at sajrt.blogspot.com December 3, 2018.

McCartan, K. & Prescott, D.S., (2018). "Rape myths are still alive and well: But abuse is still abuse" Published online at sajrt.blogspot.com November 19, 2018.

Prescott, D.S., (2018). "Even Folks in Our Field Get the Blues: When Implementation of Best Practices Goes Wrong, Part 1" Published online at sajrt.blogspot.com September 13, 2018.

Prescott, D.S., (2018). "Good Things Happening in Poland and Italy" Published online at sajrt.blogspot.com, September 13, 2018.

Prescott, D.S., (2018). "Co Działa W Terapii Osób, Które Krzywdzą Seksualnie Innych?" ["What works in therapy for those who have sexually abused?"], *Terapia: Uzależnienia i Współuzależnienia*, ISSN 1506-4727, Numer 4/2018 (Rok XXI), Belchatów, Poland.

McCartan, K., Prescott, D.S., & Ackerman, A. (2018). Reflections on registration and its inherent paradoxes." Published online at sajrt.blogspot.com, July 27, 2018.

Willis, G., Ackerman, A., & Prescott, D.S. (2018). "Person-first language: Establishing a culture that transcends labels" Published online at sajrt.blogspot.com, May 2, 2018.

Prescott, D.S. (2018). Sexual Offending: Cognition, Emotion, and Motivation [Review of the book *Sexual Offending: Cognition, Emotion, and Motivation* by T.A. Gagnon & T. Ward, eds.]. *Europe's Journal of Psychology*, Vol. 14(1), 287–290, doi:10.5964/ejop.v14i1.1525.

Ackerman, A., McCartan, K., & Prescott, D.S. (2018). "We want conversation, not conflict!" Published online at sajrt.blogspot.com January 25, 2018.

Prescott, D.S. (2017). "Fidelity to the Model or Fidelity to the Client? Reflections on Treatment." Published online at sajrt.blogspot.com December 28, 2017.

McCartan, K., Prescott, D.S., & Ackerman, A. (2017). "ANZATSA Bi-Annual Conference 2017." Published online at sajrt.blogspot.com December 7, 2017.

Ackerman, A., Prescott, D.S., & McCartan, K. (2017). "The promise and importance of apology: The need for apologies to be heard and not dismissed." Published online at sajrt.blogspot.com November 16, 2017.

McCartan, K., Prescott, D.S., & Ackerman, A. (2017). "Conflation & misunderstanding: The problem of using language inappropriately." Published online at sajrt.blogspot.com November 10, 2017.

McCartan, K., Prescott, D.S., & Ackerman, A. (2017). "ATSA Annual Conference 2017." Published online at sajrt.blogspot.com November 2, 2017.

McCartan, K., Prescott, D.S., & Brown, J. (2017). "Changing the social norms on sexual abuse, sexual assault, and sexualised behaviour." Published online at sajrt.blogspot.com October 20, 2017.

Prescott, D.S. & McCartan, K. (2017). "Why Vigilante?" Published online at sajrt.blogspot.com September 29, 2017.

McCartan, K. & Prescott, D.S. (2017). "The Cure Violence Program: If there is a "cure" for violence, where does it lie?" Published online at sajrt.blogspot.com September 7, 2017.

McCartan, K., & Prescott, D.S. (2017). "Race, culture, community and abuse". Published simultaneously online at www.notaprevention.co.uk, and sajrt.blogspot.com August 18, 2017.

Willis, G.M., Prescott, D.S., & Yates, P.M. (2017). Application of an integrated Good Lives approach to sexual offending treatment. In Boer, D.P. (Ed.), *The Wiley handbook on the theories, assessment, and treatment of sexual offending, Volume III* (pp. 1355-1368). Chichester, West Sussex, UK: Wiley Blackwell.

Feedback-Informed Treatment in Clinical Practice: Reaching for Excellence, 2017. By David S. Prescott, Cynthia Maeschalck, & Scott D. Miller. Washington, DC: American Psychological Association Press.

McCartan, K., & Prescott, D.S. (2017). "Restorative Justice & Sexual Harm: Restoration, Reconciliation, Retribution?" Published online at sajrt.blogspot.com, July 17, 2017.

McCartan, K., & Prescott, D.S. (2017). "Bring me the Horizon! (and Kaizen)": Published online at sajrt.blogspot.com, June 29, 2017.

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Presentations

Six Strategies for Improving Your Therapeutic Engagement Skills. Invited workshop for the Centre for Addictions and Mental Health (CAMH). Toronto, Ontario. October 3, 2019.

An Introduction to Motivational Interviewing for Probation Officers. Invited lectures and trainings on behalf of the Polish Institute for Motivational Interviewing (PIDM). Wroclaw, Poland. September 23-24, 2019.

Motivation, Trauma, and Good Lives. Invited Plenary Address (and a subsequent, extended break-out Workshop for the Polish Association of Motivational Interviewing (PAMI/PTTM). Warsaw, Poland, September 21, 2019.

Motivational Interviewing with Adolescents. Workshop at the Annual Conference of the National Organisation for the Treatment of Abuse (NOTA). Belfast, Northern Ireland. September 19, 2019.

Six Strategies for Improving Your Therapeutic Engagement Skills. Workshop at the Annual Conference of the National Organisation for the Treatment of Abuse (NOTA). Belfast, Northern Ireland. September 18, 2019.

Seen and Not Heard: Understanding the Service User Voice in Sex Offending Treatment. Workshop with Kieran McCartan and Danielle Harris. Annual Conference of the National Organisation for the Treatment of Abuse (NOTA). Belfast, Northern Ireland. September 18, 2019.

Introduction to Motivational Interviewing and Advanced Motivational Interviewing. Invited workshops for the Romanian Association for Brief Therapies and Strengths-Based Solution-Focused Consultancy. Bucharest, Romania. September 13-16, 2019.

The How and Why of the Good Lives Model with Adolescents. Invited presentation on behalf of the Vermont Center for the Prevention of Child Abuse. Waterbury, VT. August 9, 2019.

An Introduction to Trauma-Sensitive Yoga. Conference Workshop with Cassandra Snow at the first Child and Adolescent Complex Trauma conference (CACT). Manchester, VT. August 8, 2019.

Ethics and Boundaries: Considerations for Professionals working with Complex Trauma. Pre-Conference Workshop at the first Child and Adolescent Complex Trauma conference (CACT). Manchester, VT. August 7, 2019.

Ethics and Boundaries: Considerations for Professionals in Residential Treatment. Private agency training. Madison, NH, July 24, 2019.

Ethics and Boundaries: Considerations for Professionals in Residential Treatment. Private agency training. Madison, NH, July 17, 2019.

The Good Lives Model with Adolescents Who Sexually Abuse. Invited workshop for the Correctional Management Institute of Texas. San Antonio, TX, June 25, 2019.

Prevention 4 Professionals: Adolescents Who Sexually Abuse: Identifying and Responding to Risk and Protective Factors. Webinar for NEARI Press, June 11, 2019.

The Good Lives Model and Trauma-Informed Care with Adolescents. State Probation Service. Riga, Latvia. June 10-11, 2019.

The Good Lives Model in Theory, Practice, and Implementation. Invited trainings and consultations with and on behalf of the BASIS Project (Behandling Av Seksuallovbruddsdømte I Sør-øst). Oslo, Norway. June 3-6, 2019.

The Good Lives Model with Adolescents. Invited webinar for Global Institute of Forensic Research (GIFR) and Safer Society Press. May 22, 2019.

A Deep Dive Into The Good Lives Model and Six Strategies for Improving Your Therapeutic Relationships, Invited Pre-Conference Workshops for the New York State Association for the Treatment of Sexual Abusers (NYS-ATSA) 2019 Joint Conference, Saratoga, NY, May 21-22, 2017.

Six Strategies for improving your working alliance skills, workshop
Skills for Demonstrating Empathy with Clients, workshop
The Good Lives Model with Adolescents, workshop
National Adolescent Perpetration Network (NAPN) 33rd Annual Conference, Fort Lauderdale, FL, May 2-4, 2019.

Ethics and Boundaries: Considerations for Professionals, Invited Pre-Conference Workshop for Virginia Sex Offender Treatment Association (VSOTA) 33rd Annual Training on the Management & Treatment of Sexual Offenders, Richmond VA, April 24-26, 2019.

Strategies for Improving Your Working Alliance Skills, workshop
Autobiography Redux: The Use of Narrative-Therapy Principles in Telling One's Life Story, workshop with Allen Azizian, 21st Annual MASOC/MATSA Joint Conference, Marlborough, MA, April 3-5, 2019.

Prevention 4 Professionals: What You Need to Know to Prevent the Perpetration of Sexual Abuse by Children and Adolescents, webinar for NEARI Press, March 12, 2019.

Forensic Report Writing, webinar. Global Institute of Forensic Research (GIFR), March 6, 2019.

Advanced Clinical Skills, invited training for New York State ATSA & Tri-State Forensics, John Jay College, New York, March 2, 2019.

Good Lives Model, private agency training, Vermont, February 5-6, 2019.

Motivational Interviewing & Good Lives Model, private agency training, January 30, 2019.

Private agency training & consult, Lenexa, KS, January 17-18, 2019.

Private agency training & consult, Phoenix, AZ, January 14-15, 2019

Motivational Interviewing & Good Lives Model, private agency training, January 9, 2019

Understanding, Evaluating, and Treating People Who Have Sexually Abused, a five-Day Comprehensive Training Course with Robin J. Wilson, Ph.D., ABPP. Scheduled on request.

The Good Lives Model. With Gwenda Willis. Hong Kong, China. November 26-29, 2018.

Forensic Report-Writing. Three trainings for the New York State Office for Mental Health. Various locations. November 14-16, 2018.

Trauma and motivation. With Mark Asteris. Invited workshop at public event preceding the annual conference of the Motivational Interviewing Network of Trainers. New Orleans, LA. October 30, 2018.

Trauma Informed Care with Youth. Invited private agency training, Oakland, ME October 24, 2018.

Feedback-Informed Treatment. With Leslie Barfknecht. Submitted workshop at the 37th conference of the Association for the Treatment of Sexual Abusers. Vancouver, CA. October 19, 2018

Feedback-Informed Treatment. With Leslie Barfknecht. Submitted workshop at the 37th conference of the Association for the Treatment of Sexual Abusers. Vancouver, CA. October 19, 2018.

Panel: Are We Listening? Valuing All Individuals Impacted by Sexual Victimization. Panel Co-Chair: Alissa R. Ackerman, PhD Panel Co-Chair: Kieran McCartan, PhD, Gwenda M. Willis, PhD, PGDipClinPsyc David S. Prescott, LICSW, Jill S. Levenson, PhD, LCSW, Danielle A. Harris, PhD. 37th conference of the Association for the Treatment of Sexual Abusers. Vancouver, CA. October 19, 2018.

Multiple presentations:

- *Chair for symposium: Deepening Our Understanding of Dynamic Risk: Theory and Practice. Featuring presentations by Tony Ward, Roxanne Heffernan, Gwenda Willis, and David Prescott.*
- *Towards an integrated Theory of Dynamic Risk, Protective Factors, and agency. Roxanne Heffernan, MSc FPSY, PhD Candidate Tony Ward, PhD, Dip Clin Psych*

- *Incorporating Dynamic Risk Factors into Case Formulations: The Risk-Causality method.* Tony Ward, PhD, DipClinPsych & Roxanne Heffernan, MSc FPSY
- *Processes and Practices: Understanding the Client.* Gwenda M. Willis, PhD, PGDipClinPsych David S. Prescott, LICSW

37th conference of the Association for the Treatment of Sexual Abusers. Vancouver, CA. October 18, 2018.

Good Lives Model and Therapeutic Communication Skills. Invited training for the Iowa Department of Corrections. Des Moines, IA. October 4-5, 2018.

Treating People who have sexually abused. Invited address for the "Violent and Sexual Offenders: Assessment, Treatment and Management" Conference, London, UK. September 27, 2018.

Feedback-Informed Treatment with people who have sexually abused. Invited training for the Colorado Sex Offender Management Board. Denver, Colorado, September 20-21, 2018.

Understanding, evaluating, and treating people who sexually abuse. Invited training for the Pennsylvania Sexual Offender Assessment Board, Harrisburg, PA, September 14, 2018.

Motivational Interviewing with people who have sexually abused. Wroclaw, Poland, September 8-9, 2018.

Masters' Class on Clinical Supervision and Training Development. Wroclaw, Poland, September 5-6, 2018.

Implementing the Good Lives Model in the Italian Criminal Justice System. Private training, September 3-4, 2018.

The Good Lives Model for Adolescents and Young Men. Invited webinar for the Global Institute of Forensic Research (GIFR) and Safer Society Press. August 22, 2018.

Suicide Prevention. Invited training for the Pala Tribe and Mission, Pala, CA. August 10, 2018.

The Good Lives Model and Protective Factors for Youth. Invited training for the Pala Tribe and Mission, Pala, CA. August 9, 2018.

Feedback Informed Treatment. Invited webinar, National Adolescent Perpetration Network (NAPN), July 27, 2018.

Understanding the Evidence for What Works in Treatment. Invited keynote address at the Sexual Abuse Prevention and Education Network (SAPEN) Conference, State College, PA, July 26, 2018.

Secondary Traumatization. Invited webinar for Justice Resources Initiative Trauma-Sensitive Yoga Facilitators. July 22, 2018.

Trauma-Informed Care with People who Have Sexually Abused. Training for the National Organization for the Treatment of Abusers, Newcastle, UK, June 22, 2018.

Invited keynote address: Improving therapeutic skills: From motivation to feedback. British Psychological Society, Division of Forensic Psychology, Hilton Newcastle Gateshead, Newcastle, UK, June 19-21, 2018.

Is Treatment Effective? How does it work? Plenary Address at Międzynarodowa Konferencję Dialog Motywujący i Terapia Poznawczo-Behawioralna at the Centrum Kulturalno-Kongresowe Jordanki, Torun, Poland, June 15, 2018.

Boundaries and Ethics. Private agency training, Madison, NH, May 30, 2018 and June 6, 2018.

What do we know about young people who sexually abuse? 18th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems, Dallas County Probation Department, Dallas, Texas (Note: This two-day workshop includes modules on culturally competent practice, boundaries and ethics, and trauma-informed care.) May 24-25, 2018.

Trauma-Informed Care and Good Lives. Invited workshop. Massachusetts Department of Developmental Services (DDS), Shrewsbury, MA, May 23, 2018.

Preconference sessions:

- * *Motivational Interviewing with Adults and Adolescents*

- * *Applying the Good Lives Model to Treatment with People who have Sexually Abused* NYS ATSA/NYS Alliance Joint Conference, Saratoga, NY May 21, 2018.

Invited keynote address: *Getting the "Informed" in Trauma-Informed Care right.*

Workshop: *Motivational Interviewing with Adolescents Who Have Abused.*

Workshop: *Feedback-Informed Treatment with People Who Have Abused.*

Workshop: *Six Strategies for Improving Your Therapeutic Engagement Skills.*

National Adolescent Perpetration Network (NAPN) Conference, Washington, DC, May 10-12, 2018

Workshop: Feedback-Informed Treatment in Criminal Justice: Long Overdue. Achieving Clinical Excellence (ACE) Conference, Östersund, Sweden. May 2-4, 2018.

Good Lives Model and Protective Factors for Native American Youth. Invited training, Iowa Tribe of Kansas and Nebraska, White Cloud, KS, April 16, 2018.

QPR Suicide Prevention for Native American Youth. Invited training, Iowa Tribe of Kansas and Nebraska, White Cloud, KS, April 16, 2018.

Workshops:

- * *The Good Lives Model in Theory and Practice*
- * *The Case for Trauma-Sensitive Yoga in the Treatment of Sexual Abuse and Aggression*
- * *Bad Experiences in Therapy: Seasoned Professionals Reflecting on Their Mistakes* (with Kevin Creeden and Phil Rich), MASOC Conference, April 11-12, 2018.

Invited Keynote Addresses

- * *Feedback-Informed Treatment with people who have sexually abused address:*
 - * *What's new in understanding and treating adolescents who sexually abuse.*
- Florida Association for the Treatment of Sexual Abusers (FATSA), Orlando, FL, April 6, 2018.

Invited keynote address - *Why there's hope: What we've learned about people who sexually abuse.*

Invited workshop - *Six strategies for improving your working alliance.*
Utah Coalition Against Sexual Assault, Salt Lake City, UT, April 4, 2018.

Trauma-Informed Care. Private agency training, Madison, NH, March 28, 2018.

Keeping the spirit alive: motivation and treatment. Annual conference of Laraway programs, Morrisville, VT, March 23, 2018.

Motivational Interviewing: The underlying spirit, key concepts and examples of practice with sexual offenders, invited lecture for the Motivational Interviewing - The Volitional Pragmatics of Conversation conference and public event hosted by Aarhus University, Copenhagen, Denmark, March 14-15, 2018.

Invited keynote address: *What's new in understanding and treating adolescents who sexually abuse.*

Invited keynote address: *Adolescents and pornography: What to do?*

Invited workshop: *The Good Lives Model with adolescents. I*

Invited workshop: *Motivational Interviewing with adolescents.*

CSOT Conference, Galveston, Texas, March 6, 2018.

Introduction to Motivational Interviewing. Private agency training, Madison, NH, February 19, 2018

Introduction to Motivational Interviewing. Private agency training, Hampton, NH, February 6, 2018

Report Writing for Sexual Offender Evaluators & Treatment Providers. All-day live webinar training for the Global Institute for Forensic Research (GIFR). December 18, 2017.

Motivational Interviewing for Treatment Resistant Offenders. Training for the Global Institute for Forensic Research (GIFR). August 31-September 1, 2017. Columbus, Ohio.

Adults who sexually abuse: What you need to know. Invited webinar for the VHA Military Sexual Trauma Support Team, Office of Mental Health and Suicide Prevention (10NC5), August 3, 2017.

Advanced Therapeutic Communication Skills. Training for the Global Institute for Forensic Research (GIFR). July 28, 2017. Columbus, Ohio.

A Fresh Look at Responsivity. Invited webinar for the Sex Offender Civil Commitment Programs Network (SOCCPN) and the Global Institute of Forensic Research (GIFR). July 19, 2017.

Risk, Need, Responsivity, Trauma, and Beyond: Helping people with intellectual disabilities. Invited training for multiple agencies, Holyoke, MA, July 14, 2017.

Multiple trainings:

1. Keynote: *Motivational Interviewing with Sex Offenders*
2. *Treating Juvenile Sex Offenders: Key Strategies*
3. *Adolescents Who Sexually Abuse: Why Don't They Recidivate?*
4. *The Good Lives Model*

Washington State Sex Offender Policy Board conference, Lacey, WA, June 1, 2017.

The Good Lives Model. All-day live webinar training for the Global Institute for Forensic Research (GIFR). May 12, 2017.

Getting Better at Our Work. Invited Keynote for the Child and Provider Network of Maine. Auburn, Maine, April 11, 2017.

Six Strategies for Improving Therapeutic Engagement with People who have Sexually Abused. Workshop at the 19th Annual MASOC/MATSA Conference, April 7, 2017.

Bad Experiences in Therapy: Seasoned Professionals Reflecting on Their Mistakes. With Phil Rich and Kevin Creeden. Workshop at the 19th Annual MASOC/MATSA Conference, April 7, 2017.

An Introduction to Motivational Interviewing with Adults Who Have Sexually Abused. Workshop at the 19th Annual MASOC/MATSA Conference, April 7, 2017.

The Good Lives Model in Theory and Practice. Pre-conference workshop at the 19th Annual MASOC/MATSA Conference, April 6, 2017.

Presentations in preparation. March 14 (pre-conference workshop) and March 15 and 16, 2017. Virginia Sex Offender Treatment Association VSOTA conference, Great Wolf Lodge, Williamsburg, VA.

Trauma-Sensitive Yoga in the Treatment of Sexual Abuse and Aggression. Workshop for the Annual Conference of the National Adolescent Perpetration Network (NAPN), San Antonio, TX, February 13, 2017.

Bad Experiences in Therapy: Seasoned Professionals Reflect on Mistakes. With Dave Fowers, DeLynn Lamb, & Michelle Gourley. Workshop for the Annual Conference of the National Adolescent Perpetration Network (NAPN), San Antonio, TX, February 13, 2017.

Building Motivational Interviewing Skills. Pre-conference workshop for the Annual Conference of the National Adolescent Perpetration Network (NAPN), San Antonio, TX, February 12, 2017.

Therapeutic Engagement with People Who Have Sexually Abused (to be conducted twice at the conference). Invited Workshop for the Netherlands Association for the Treatment of Sexual Abusers (NL-ATSA). Utrecht, Holland. January 26, 2017.

Motivation and its Place in the Treatment of People who Sexually Abuse. Invited plenary address for the Netherlands Association for the Treatment of Sexual Abusers (NL-ATSA). Utrecht, Holland. January 26, 2017.

Good Lives Model Case Consultation. Charité – Universitätsmedizin, Berlin, Germany. January 24, 2017.

Advanced Skills in Motivational Interviewing. Invited workshop for the Romanian Association for Brief Therapies and Strength-Based Solution Focused Consultancy. December 12 – 13, 2016, Bucharest, Romania.

Introduction to Motivational Interviewing. Invited workshop for the Romanian Association for Brief Therapies and Strength-Based Solution Focused Consultancy. December 10 – 11, 2016, Bucharest, Romania.

Risk, Need, Responsivity, the Good Lives Model, and Beyond. Invited workshop for the New York State Office for People with Developmental Disabilities. Schenectady, NY, December 2, 2016.

Ethics and Boundaries in Residential Treatment. Private training, Madison, NH. November 23, 2016.

Adults Who Sexually Abuse: What You Need to Know. Workshop for NYCATS, New York City, November 11, 2016.

Therapeutic Processes in Action: A Clinical Demonstration of the Good Lives Model. A live demonstration with Gwenda Willis for the 35th Conference of the Association for the Treatment of Sexual Abusers, Orlando Florida, November 4, 2016.

If RNR Is So Good, Why Do We Keep Failing Our Clients with Special Needs? Symposium presentation with Robin J. Wilson for the 35th Conference of the Association for the Treatment of Sexual Abusers, Orlando Florida, November 4, 2016.

Trauma-Informed Care With People who have Sexually Abused. Half-day pre-conference workshop with Jill Levenson and Gwenda Willis for the 35th Conference of the Association for the Treatment of Sexual Abusers, Orlando Florida, November 2, 2016.

Six Strategies for Improving Therapeutic Engagement with People who have Sexually Abused. Half-day pre-conference workshop for the 35th Conference of the Association for the Treatment of Sexual Abusers, Orlando Florida, November 2, 2016.

Motivational Interviewing Training of New In-House Trainers. Presented by the New York State Office for Mental Health, Albany, NY, September 17-21, 2016.

Motivational Interviewing for Therapists. Private training, Litchfield, ME, October 4, 2016.

Introduction to the Good Lives Model. Private training and consultation, Bethlehem, NH, October 3, 2016.

Advanced Skills in Therapeutic Engagement. Invited workshops for the New York State Office for Mental Health. September 19-23, 2016, in Buffalo, Utica, Albany, and New York City, NY.

Introduction to the Good Lives Model and What Works with Adolescents who Offend. Invited Guest Expert addresses for the 164th International Training of the United Nations Asia Far East Institute (UNAFEI), Tokyo, Japan, September 5-7, 2016.

Master class in understanding and treating adolescents who have sexually abused. Presented by the Utah Network on Juveniles who Offend Sexually (NOJOS). August 18-19, 2016. Ruby's Inn, Bryce Canyon, Utah.

Six Strategies for Improving Therapeutic Engagement With People who have Sexually Abused. Invited workshop, Annual conference of IN-AJSOP, Indiana Grand Racing and Casino, Shelbyville, IN. August 5, 2016.

The Good Lives Model. Nuremberg, Germany, June 28-29, 2016.

Implementing the Good Lives Model, with Gwenda Willis. Oslo, Norway, June 22-23, 2016.

Introduction to the Good Lives Model, with Gwenda Willis. Oslo, Norway, June 21, 2016.

Adolescents who have Sexually Abused. Invited workshop for the Global Institute for Forensic Research (GIFR). Chicago, IL, June 10, 2016.

Key Strategies for Therapeutic Engagement with Sex Offenders. Annual Conference of providers the the Massachusetts Department of Mental Health — Mental Illness and Problem Sexual Behavior. Worcester, MA. June 3, 2016

Reaching for Excellence: Improving Therapeutic Engagement One Client at a Time. Workshop for the Annual Conference of the New York State Association for the Treatment of Sexual Abusers. Albany New York. May 19, 2016.

Six Key Strategies for Improving Therapeutic Engagement. Pre-conference workshop for the Annual Conference of the New York State Association for the Treatment of Sexual Abusers. Albany New York. May 18, 2016.

The Good Lives and Self-Regulation Models of Sexual Offender Treatment. Invited workshop and consultation, Centro Italiano per la Promozione della Mediazione, Milan, Italy, April 25-26, 2016.

Therapeutic Engagement: Improving Treatment One Person at a Time and Feedback-Informed Treatment with People Who Have Sexually Abused. Invited Keynote Addresses, NOTA Wales Conference, Cardiff, UK, April 22, 2016.

Key considerations in therapeutic engagement: Improving treatment one client at a time. Invited workshop, Leverhulme conference, University of Western England, Bristol, UK. Note: this workshop was given twice in the same day at this conference, April 20, 2016.

Therapeutic Engagement: Improving Treatment One Person at a Time. Invited Keynote Address, NOTA Scotland Conference, Stirling, UK, April 19, 2016.

Introduction to the Good Lives Model. Invited workshop, NOTA Scotland Conference, Stirling, UK, April 19, 2016.

The Case for Trauma-Sensitive Yoga in the Treatment of Sexual Abuse and Aggression. Workshop at the 18th Annual MASOC/MATSA Joint Conference, Marlborough, MA, April 15, 2016.

Motivation and Therapeutic Engagement with People Who Have Sexually Abused . Workshop at the 18th Annual MASOC/MATSA Joint Conference, Marlborough, MA, April 15, 2016.

Making It Stick: Improving Outcomes One Client at a Time. Half-day pre-conference workshop at the 18th Annual MASOC/MATSA Joint Conference, Marlborough, MA, April 14, 2016.

Trauma-Informed Care: What Is It REALLY and What Does It Mean for Sex Abuse Treatment. Invited full-day pre-conference workshop with Steven Brown, Psy.D., at the 18th Annual MASOC/MATSA Joint Conference, Marlborough, MA, April 13, 2016.

Introduction to Motivational Interviewing. Invited workshop at the Gateways program, Nashua, NH, February 19, 2016.

The Good Lives Model. Invited training for the Lutheran Family Services, Omaha, NE, February 9, 2016.

Introduction to Motivational Interviewing. Invited workshop at the Moore Center, Manchester, NH, January 5, 2016.

Motivational Interviewing in Prison Environments. New York State Department of Correctional Services, various locations, November-December, 2015.

Invited Training for Asociatia Română de Terapii Scurte si Consultanță Orientată pe Resurse si Solutii (ARTS&CORS) Bucharest, Romania, November 23-24, 2015.

Therapeutic processes in action. Workshop with Gwenda Willis at the 7th Biennial Conference of The Australian and New Zealand Association for the Treatment of Sexual Abuse (ANZATSA), Melbourne, Australia. Note: This workshop involved live clinical demonstrations of motivational interviewing and the Good Lives Model in order to fill in for a presenter who was unable to attend. November 5, 2015.

Therapeutic engagement: Improving treatment one person at a time. Invited Keynote address for the 7th Biennial Conference of The Australian and New Zealand Association for the Treatment of Sexual Abuse (ANZATSA), Melbourne, Australia, November 4, 2015.

Motivational interviewing in the treatment of people who have sexually abused. Invited pre-conference workshop for the 7th Biennial Conference of The Australian and New Zealand Association for the Treatment of Sexual Abuse (ANZATSA), Melbourne, Australia, November 4, 2015.

Motivational interviewing in the treatment of people who have sexually abused. Invited pre-conference workshop for the 7th Biennial Conference of The Australian and New Zealand Association for the Treatment of Sexual Abuse (ANZATSA), Melbourne, Australia, November 4, 2015.

Feedback-informed treatment with people who have sexually abused. Invited pre-conference workshop for the 7th Biennial Conference of The Australian and New Zealand Association for the Treatment of Sexual Abuse (ANZATSA), Melbourne, Australia, November 4, 2015.

Motivational Interviewing and the Language of Change in Adolescents. Invited workshop for the 34th Annual Conference of the Association for the Treatment of Sexual Abusers, Montreal, Canada, October 16, 2015.

Integrating the Good Lives Model into Sexual Offender Treatment: Key Considerations. Workshop for the 34th Annual Conference of the Association for the Treatment of Sexual Abusers, Montreal, Canada, October 16, 2015.

Advanced Clinical Skills. Invited workshop for the 34th Annual Conference of the Association for the Treatment of Sexual Abusers, Montreal, Canada, October 16, 2015.

Use of Polygraphy in Supervision & Treatment: Effective? Essential? Ethical?. Invited workshop with Robin J. Wilson, PhD, ABPP, for the 34th Annual Conference of the Association for the Treatment of Sexual Abusers, Montreal, Canada, October 2015.

Therapeutic Engagement with People who have Sexually Abused. Invited pre-conference workshop for the 34th Annual Conference of the Association for the Treatment of Sexual Abusers, Montreal, Canada, October 14, 2015.

Good Lives Model in Theory and Practice. Invited workshop with Gwenda Willis. International Community Corrections Association (ICCA) conference, Boston, MA, October 12, 2015.

Invited expert panel address, hosted in part by the Namibian Department of Safety and Security and the Konrad Adenaur Foundation, Windhoek, Namibia, October 2, 2015.

Building Motivation for Change. Webinar sponsored by NEARI Press, September 15, 2015.

Invited expert panel address, hosted in part by the Namibian Department of Safety and Security and the Konrad Adenaur Foundation, Windhoek, Namibia, October 2, 2015.

Therapeutic Engagement with People who have Sexually Abused. Invited pre-conference workshop for the 34th Annual Conference of the Association for the Treatment of Sexual Abusers, Montreal, Canada, October 14, 2015.

Motivational Interviewing and the Language of Change in Adolescents. Invited workshop for the 34th Annual Conference of the Association for the Treatment of Sexual Abusers, Montreal, Canada, October 16, 2015.

Motivational Interviewing and the Language of Change in Adolescents. Invited workshop for the 34th Annual Conference of the Association for the Treatment of Sexual Abusers, Montreal, Canada, October 16, 2015.

Invited keynote address and workshop. Australia and New Zealand Association for the Treatment of Sexual Abusers, Treasury Gardens, Melbourne, Australia, November 5- 6, 2015.

Good Lives Model in Theory and Practice. Invited workshop with Gwenda Willis. International Community Corrections Association (ICCA) conference, Boston, MA, November 9, 2015.

Invited Training for Asociatia Română de Terapii Scurte si Consultanță Orientată pe Resurse si Solutii (ARTS&CORS) Bucharest, România, November, 2015

Motivational Interviewing in Prison Environments. New York State Department of Correctional Services, December, 2015.

Let our SFBT Practice be an Art Inspired and Informed by Science. Invited Plenary Panel Address with Bogdan Ion and Michael Klingenstierna Hjerth. Solution-Focused Brief Therapy Clinical Applications Conference (SFBT), Online September 4, 2015.

Introduction to Motivational Interviewing in Criminal Justice. Full-day workshop at the University of Reykjavik, Iceland, August 27, 2015.

Engaging Sex Offenders in Treatment. Invited keynote address at the Sexual Abuse Prevention Education Network conference, State College, PA, July 29, 2015.

What's the Latest Research and What should we do about it? Workshop at the 30th Annual National Adolescent Perpetration Network conference, Denver, CO, May 31, 2015.

Improving Outcomes & Alliance: Feedback Informed Treatment of Adolescents who Sexually Abuse. Pre-Conference Workshop at the 30th Annual National Adolescent Perpetration Network conference, Denver, CO, May 30, 2015.

The Good Lives Model in Practice: Implementation, Integration and "Implegration." Invited full-day training for the Continuum Conference, Toronto, Canada, May 7, 2015.

Understanding, Assessing, and Treating Adolescents Who Have Sexually Abused. Full-day training for Woodridge Behavioral Health Care, Forrest City, AR, April 13, 2015.

The Good Lives Model in Practice: Implementation, Integration and "Implegration." Workshop for the Seventeenth Annual MASOC/MATSA Joint Conference; Marlborough, MA, April 10, 2015.

Trauma-Informed Care: What is it REALLY and What Does it Mean for Sex Abuse Treatment? Workshop presented with Steven M. Brown, Psy.D. for the Seventeenth Annual MASOC/MATSA Joint Conference, Marlborough, MA, April 10, 2015.

Motivation and Therapeutic Engagement with Sexual Offenders. Pre-Conference Workshop for the Seventeenth Annual MASOC/MATSA Joint Conference, Marlborough, MA, April 9, 2015.

Risk Assessment of Adolescents Who Have Sexually Abused. Two half-day webinars for Woodridge Behavioral Health Care, Forrest City, AR, April 2-3, 2015.

Intermediate/Advanced Motivational Interviewing. Invited training for UAA Center for Behavioral Health Research & Services, Alaska Pacific University, Anchorage AK, March 26-27, 2014

Introduction to Motivational Interviewing. Invited training for UAA Center for Behavioral Health Research & Services, Alaska Pacific University, Anchorage AK, March 25, 2014

Motivation and Therapeutic Engagement with Sexual Offenders. Invited training for UAA Center for Behavioral Health Research & Services, Alaska Pacific University, Anchorage AK, March 23-24, 2014

Juvenile Sex Offender Treatment for Juvenile Probation Officers. Invited presentation for the Michigan Judicial Institute, Lansing, MI, March 12, 2015.

Introduction to Motivational Interviewing. Private training arranged by McKenzie Behavioural Health, Vaughn, Ontario, Canada, March 9 - 10, 2015.

Group Therapy. Invited workshops for the New York Office of Mental Health, in Buffalo, Utica, Albany, and New York, NY, January 12-15, 2015.

Compassion, Self-Care, and Ourselves. Invited keynote address, Annual Conference of the Internal Network of Orthodox Mental Health Professionals (NEFESH). Hauppauge, NY, December 29, 2014.

Sensible Community Risk Management. Invited workshop with Robin Wilson. Sand Ridge Secure Treatment Center. Mauston Wisconsin. December 18, 2014.

Improving Outcomes One Client at a Time: Feedback-Informed Treatment with Adults Who Have Sexually Abused. Online webinar, December 9, 2014.

Invited workshops on ethics and professional boundaries, the good lives model, and related topics. Annual conference of the Arkansas Association for the Treatment of Sexual Abusers. Fayetteville, AR, December 4, 2014.

Putting Knowledge into Practice at the Front Lines: The Principles of Effective Correctional Treatment. Invited workshop and consultation. Colorado Sex Offender Management Board. Denver, CO, November 20-21, 2014.

Invited pre-conference workshop: *Therapeutic engagement with people who have sexually abused.* Invited pre-conference workshop: *The Good Lives Model in Theory and Practice*, with Gwenda Willis and Pamela Yates.

Workshop: *Improving outcomes one client at a time.* 33rd Annual Conference of the Association for the Treatment of Sexual Abusers. San Diego, CA, October 29, 2014.

Public event: *Understanding Sexual Abuse & Sexual Assault: Causes, Consequences, and Prevention*, conversations with experts in the field, sponsored by ATSA, CALCASA, CCOSO, IVAT, & NSVRC. San Diego, CA, October 28, 2014.

Keynote: *Trauma and Youth Who Sexually Abuse: What Professionals Need to Know.* Trauma Institute of Orange County: Annual Conference, Middletown, NY, October 17, 2014.

Working with people who violate the law, including those who commit sex crimes: Awakening internal motivation to change. Conferinței Naționale Pluridisciplinare hosted by the Societatea Academică a Stiintelor Comportamentale din România, Bucharest, Romania, October 14, 2014.

Working with people who violate the law, including those who commit sex crimes. Invited lectures for the Polish Motivational Interviewing Association. Warsaw, Poland, October 11-12, 2014.

Therapeutic engagement and motivational interviewing with youth and their caregivers. Invited workshop and consultation. Toronto, Ontario, Canada, September 29-30, 2014.

Invited address: *What we know and don't know about adolescents who sexually abuse.* South Carolina School of Law. Columbia, SC, September 19, 2014 .

Keynote: *Getting it Right and Deepening our Impact: Motivation and Motivational Interviewing.*

Workshop: *Building Motivational Interviewing Skills with Adults and Juveniles*

Workshop: *The Good Lives Model in Theory and Practice.*

National Organisation for the Treatment of Sexual Abusers (NOTA) Annual International Conference, University of York (UK), September 10-12, 2014.

Trauma: Paths to Wellness and An Introduction to Motivational Interviewing. Invited workshops at Kids Free to Grow, Sanford, ME, June 25, 2014.

Invited workshops:

The Good Lives Model

Boundaries and Ethics for Professionals Working with People who have Sexually Abused.

Larned State Hospital, Larned, KS, August 13, 2014.

Invited plenary panel address: *Journey to the center of change.*

Workshops:

Trauma-Sensitive Yoga in the Treatment of Sexual Abuse and Aggression NEARI News

Live: How Recent Research Informs Intervention and Prevention Efforts

Annual Conference of the National Adolescent Perpetration Network, Charlotte, NC, May 30, 2014.

Invited keynote. *Canadian Annual Conference on Circles of Support and Accountability.* Calgary, Alberta, Canada, May 13, 2014.

Risk assessment and treatment planning. Invited workshops for the New York Office of Mental Health, in Buffalo and Utica, NY, May 5-9, 2014.

Assessing and treating adolescents who have sexually abused: Current research and implications. Full-day workshop, Arizona Chapter, Association for the Treatment of Sexual Abusers (AzATSA) Annual Conference, Phoenix, AZ, May 1, 2014.

Keynote: *The Pathway through Trauma to Wellness.* Child & Family Provider Network's 9th Annual Youth Worker Conference. Auburn, ME, April 23, 2014.

Risk assessment and treatment planning. Invited workshops for the New York Office of Mental Health, in White Plains and Albany, NY, April 14-17, 2014.

Developmental Aspects of Adolescents Who Abuse Sexually. Workshop at the 16th Annual MASOC/MATSA Joint Conference on The Assessment, Treatment, and Safe Management of Sexually Abusing Children, Adolescents and Adults, Marlborough, MA. April 11, 2014.

An Introduction to Motivational Interviewing with Adults and Juveniles. Pre-conference workshop at the 16th Annual MASOC/MATSA Joint Conference on The Assessment, Treatment, and Safe Management of Sexually Abusing Children, Adolescents and Adults, Marlborough, MA. April 10, 2014.

Good Lives and Beyond: Strengths, Engagement, and the Prevention of Treatment Failure. Invited full-day pre-conference workshop at the 16th Annual MASOC/MATSA Joint Conference on The Assessment, Treatment, and Safe Management of Sexually Abusing Children, Adolescents and Adults, Marlborough, MA. April 9, 2014.

An introduction to trauma and trauma-sensitive yoga. Invited lecture and practice with Beth Jones at Bowdoin College, Brunswick, ME. March 29, 2014.

Pre-Conference Trainings: *Assessing and Treating Adolescents who have Sexually Abused: Current research and implications* and *Building Motivational Interviewing Skills with Adults and Juveniles.* Florida ATSA Annual Conference, Lake Mary, FL. March 28, 2014.

Keynote address. *Serving Offenders with Cognitive Impairments Conference.* Hotel Captain Cook, Anchorage, AK, March 18-19, 2014.

Assessment and Therapeutic Engagement (with Robin Wilson). SORTS (Missouri Civil Commitment Program), Farmington, MO. March 11 - 12, 2014.

Sexual Assault: Assessment, Treatment, Prevention. Invited presentation for the Response Systems to Adult Sexual Assault Crimes Panel (SAPRO) established by the United States Secretary of Defense with Robin Wilson, Ph.D. Arlington, Virginia, February 25, 2014

Neurobiology: What we need to know when working with teens who sexually abuse or have been abused. Internet panel discussion featuring Robert Longo, David Prescott, Kevin Creeden, and John Bergman; hosted by Joan Tabachnick. Sponsored by NEARI Press, January 14, 2014.

Making Treatment More Meaningful, invited workshop for Illinois Civil Commitment Program, Rushville, IL. December 11-12, 2013.

Introduction to motivational interviewing. Invited workshop for North Carolina Circles of Support and Accountability. Durham, NC. November 9, 2013

Point/Counterpoint: Under what Conditions Should Professionals Use the Polygraph with Adolescents? Discussion with Steve Bengis, David Prescott, and George Deitchman, at the 32nd Annual Conference of the Association for the Treatment of Sexual Abusers (ATSA), Chicago, IL, November 1, 2013

Motivation and therapeutic engagement with people who have sexually abused. Invited pre-conference workshop at the 32nd Annual Conference of the Association for the Treatment of Sexual Abusers (ATSA), Chicago, IL, October 30, 2013.

Storytelling, panel discussion, Motivational Interviewing Network of Trainers Forum, Krakow, Poland, October 11, 2013.

Motivational Interviewing with People who have Sexually Abused. Polish Association for Motivational Interviewing, Krakow Poland, October 7, 2013.

What Professionals Need to Know about Sexual Offenders in Treatment: from Denial and Resistance to the Good Lives Model, invited lecture Institutul pentru Studiul si Tratatamentul Traumei, Bucharest, Romania, October 4, 2013

Motivational Interviewing, invited lecture, Avondale, NJ, September 26-27.

Feedback Informed Treatment, invited lecture, Owens College, Toledo, OH, September 20, 2013.

Awakening Motivation for Difficult Changes, with Robin J. Wilson, Ph.D. Webinar sponsored by NEARI Press, September 16, 2013.

Motivational Interviewing: Workshop on inspiring conversations in working with adolescents. Invited program for Sálfræðingafélag Íslands (Icelandic Psychological Association), Reykjavik, Iceland, August 29, 2013.

Adolescents with Sexual Behavior Problems. Barnaverndarstofa (Icelandic Government Agency for Child Protection), Reykjavik, Iceland, August 30, 2013.

Motivation & Responsivity in sexual offender treatment, 2-day workshop, Idaho Association for the Treatment of Sexual Abusers. Idaho Association for the Treatment of Sexual Abusers annual conference, July 25-26, 2013.

Understanding and assessing adolescents who have sexually abused. IWK Mental Health and Addictions Program, Halifax, Nova Scotia, Canada, June 20-21, 2013

Invited lecture, United Nations Far East Institute (UNAFEI), Tokyo. June 11-13, 2013

Keynote address: *Where We Are and Where We Need To Be: Assessment, Treatment and Supervision,* and workshop: *Recent Advances in Motivational Interviewing,* 9th Annual Juvenile Sex Offender Management Conference, Texas Juvenile Justice Department. San Antonio, TX, June 3-4, 2013.

Feedback Informed Treatment with people who are difficult to engage, with Rob Axsen. 2013 Achieving Clinical Excellence Conference, Amsterdam, Netherlands, May 17, 2013.

Topic to be announced. Invited training for the annual conference of the Mid-Atlantic Region of the Association for the Treatment of Sexual abusers (MARATSA), Pittsburgh, PA, May 10, 2013.

Measuring Clinical Outcomes and the Alliance: Feedback-Informed Treatment with People Who have Sexually Abused. Workshop at the 15th Annual Conference of the Massachusetts Adolescent Sex Offender Coalition and Massachusetts Association for the Treatment of Sexual Abusers, Marlboro, MA, April 12, 2013.

NEARI News Live: Join A Conversation About what the Research Really Means Concerning Adolescents Who Abuse Sexually. David Prescott and Joan Tabachnick. Workshop at the 15th Annual Conference of the Massachusetts Adolescent Sex Offender Coalition and Massachusetts Association for the Treatment of Sexual abusers, Marlboro, MA, April 12, 2013.

Current Perspectives in Neurobiology: Working with Adolescents Who are Perpetrators and Victims of Sexual Abuse. Pre-conference workshop by Rob Longo, David Prescott, John Bergman, and Kevin Creeden at the 15th Annual Conference of the Massachusetts Adolescent Sex Offender Coalition and Massachusetts Association for the Treatment of Sexual abusers, Marlboro, MA, April 11, 2013.

Advances in Motivational Interviewing with Adults and Juveniles. Pre-conference workshop at the 15th Annual Conference of the Massachusetts Adolescent Sex Offender Coalition and Massachusetts Association for the Treatment of Sexual abusers, Marlboro, MA, April 11, 2013.

Boundaries and ethics in the treatment of people who have sexually abused. Invited workshop, Virginia Sex Offender Treatment Association's 27th Annual Training on the Management & Treatment of Sex Offenders, March 21, 2013.

Introduction to Motivational Interviewing. New Jersey Department of Corrections. February 22, 2013.

Understanding and treating adolescents who sexually abuse. North Slave Young Offender Facility, Yellowknife, Northwest Territories, Canada, November 30-December 4, 2012.

Improving Outcome and Alliance: Feedback-informed Treatment. Annual conference of the Association for the Treatment of Sexual Abusers (ATSA), Denver, CO, October 2012.

Mission Critical: Engagement, Motivation, and Feedback. Invited plenary address. and *Good Lives and Readiness to Change: Integrating Models with High-Risk Sexual Offenders*, workshop with Shan Jumper, Ph.D. and Judy Roth, MA, LCPC.

Annual conference of the Sexual Offender Civil Commitment Programs Network, Denver, CO, October 15-16, 2012.

Denial, Resistance & Sensible Community Risk Management: What Professionals Needs to Know About Sex Offenders in Treatment. Invited presentation for the new York Center for Addiction Treatment Services, New York, NY, September 28, 2012.

Invited plenary address: *Compassion, Sexual Aggression, and the Good Lives Model*, Motivational Interviewing Network of Trainers. Annual conference, Fort Wayne, IN, September 2012.

Invited plenary address: *Therapeutic Communication: Motivation, Feedback, and Beyond* and invited pre-conference workshop: *Building Motivation to Change in People of All Ages who have Sexually Abused*. Biannual Conference of the International Association for the Treatment of Sexual Offenders, Berlin, Germany, September 2012.

Invited workshop for the The Family Justice Center/SAIN Program, Tampa, FL, August 10, 2012.

Understanding Sexually Abusive Behavior: What Every Substance Abuse Counselor Needs to Know, invited presentation. New Hampshire Training Institute on Addictive Disorders, Guilford, NH, July 13, 2012.

The Changing Face of Pornography and the Impact on Treatment Practice, with Cordelia Anderson. Webinar sponsored by NEARI Press, June 20, 2012.

Training for Michigan Department of Corrections, with Robin Wilson: Static 99R update, Stable & Acute 2007, Good Lives and Self-Regulation Models, Sensible Community Risk Management, June 11-15, 2012.

The Current State of Assessing and Treating Adolescents who Have Sexually Abused, invited pre-conference workshop. NYS ATSA/Alliance Annual Conference, Hunter Mountain, NY, May 21, 2012.

Treating Deniers and Resistant Clients, invited workshop. NYS ATSA/Alliance Annual Conference, Hunter Mountain, NY, May 21, 2012.

Introduction to Motivational Interviewing, invited training for the Institute of Law, Psychiatry, and Public Policy, University of Virginia, Charlottesville, Virginia, May 14, 2012.

Three seminars/workshops:

- * *An introduction to Motivational Interviewing with juveniles*

- * *Advanced therapeutic communication skills*

- * *NEARI News Live: a dialog about adolescents who abuse sexually*, with Joan Tabachnick

27th Annual Conference National Adolescent Perpetration Network (NAPN), Atlantic City, NJ, April 30-May 2, 2012.

Controversies and Ethics with Sexual Offenders: The Use of the Polygraph, the Role of Risk Assessments, and the Relationship of Pornography to Sexual Offending. Panel Discussion with Michael Miner, Michael O'Brien, and Jon Brandt. 16th annual MnATSA conference, Brooklyn Park, Minnesota, April 19, 2012.

Advanced Therapeutic Communication Skills. Workshop at the 14th Annual MASOC/MATSA Joint Conference on The Assessment, Treatment, and Safe Management of Sexually Abusing Children, Adolescents and Adults, Marlborough, MA, April 13, 2012.

NEARI News Live: A Dialog about Adolescents who Abuse Sexually. Workshop co-presentation with Joan Tabachnick at the 14th Annual MASOC/MATSA Joint Conference on The Assessment, Treatment, and Safe Management of Sexually Abusing Children, Adolescents and Adults, Marlborough, MA, April 12, 2012.

Feedback-Informed Treatment (FIT) in the Treatment of People who have Sexually Abused. Pre-Conference Workshop at the 14th Annual MASOC/MATSA Joint Conference on The Assessment, Treatment, and Safe Management of Sexually Abusing Children, Adolescents and Adults, Marlborough, MA, April 11, 2012.

Understanding and Treating Adolescents who have Sexually Abused. Invited training, Family Counseling Connection's Contemporary Assessment and Treatment of Sexual Offenders, Charleston, WV, March 29-30, 2012.

Invited workshops:

- * *Motivational Interviewing with People who have Sexually Abused*
- * *Children and Adolescents who have Sexually Abused*

for the 26th Annual Conference of the Virginia Sex Offender Treatment Association (VSOTA), Richmond, Virginia, March 22, 2012.

Understanding and Treating Children and Adolescents who have Sexually Abused. Invited training for the Guilford Center and Children's Mental Health Community Collaborative, Greensboro, NC, March 21, 2012.

An Introduction to Motivational Interviewing. Invited training for the Behaviour Management Services of York and Simcoe, Barrie, Ontario, Canada, March 8-9, 2012.

Motivating People who have Sexually Abused to Participate in Treatment. Full-day workshop for the Washington Association for the Treatment of Sexual Abusers (WATSA), Bellingham, WA, February 26, 2012.

Understanding and Treating Adolescents Who Have Sexually Abused. Invited training for Whitney Academy, East Freetown, Massachusetts, December 5, 2011.

Motivational Interviewing: Past Practice and Newest Developments, invited training for Bay Counseling Seminars, Rockland, Maine, November 18, 2011.

An Introduction to Motivational Interviewing. Training for Astor Family Services, Poughkeepsie, New York, November 14, 2011.

Introduction to Motivational Interviewing. Invited Pre-Conference Workshop at the 30th Conference of the Association for the Treatment of Sexual Abusers, Toronto, Ontario, November 2, 2011.

Building Motivation to Change in Sexual Offenders. Invited Workshop, Midwest Conference on Child Sexual Abuse, Madison, WI, October 24, 2011

Good Lives & Safe Communities: Current Approaches with Juveniles Who Have Sexually Abused, Nebraska Adolescent Perpetration Network 21st Annual Fall Conference, Lincoln, NE, October 13-14, 2011.

Paradoxical and Double-Bind Communication in Sexual Offender Treatment Workshop, Annual Conference of the National Organisation for the Treatment of Offenders (NOTA), Brighton, England, September 28, 2011.

Emerging Models for Understanding and Assessing Juveniles. Invited Pre-Conference Workshop, Annual Conference of the National Organisation for the Treatment of Offenders (NOTA), Brighton, England, September 27, 2011.

Best Practice on the Front Lines: What Works with Adolescents Who have Sexually Abused. Webinar for NEARI Press, September 20, 2011.

Assessment and Treatment of Sexual Offenders (with Robin Wilson, ABPP). Invited Workshop, Family Counseling Connection's Contemporary Assessment and Treatment of Sexual Offenders, Charleston, WV, September 1, 2011.

Two Invited Lectures:

- * *Common Myths about Adult Sex Offenders and How to Combat Them with Science and Facts*

- * *Advocating for Appropriate Treatment for Juveniles who have Committed Sexual Offenses: What Works? What Hurts?*

Annual Conference of the Colorado State Public Defender, Denver, CO, September 12, 2011

Motivational Interviewing with Sexual Offenders. Invited Workshop, Family Counseling Connection's Contemporary Assessment and Treatment of Sexual Offenders, Charleston, WV, September 2, 2011

What We've Learned in 20 Years About Sexual Offenders, invited presentation, Systems in Sync: Responding to Sexual Assault in Connecticut, Multi-disciplinary conference June 16 & 17, 2011, Central Connecticut State University, New Britain, CT

Juveniles Who Have Sexually Abused, invited presentation, 11th Annual DMH Forensic Service Division's MI/PSB Program Training Conference, June 10, 2011, Shrewsbury, MA

Motivational Interviewing in Treatment with Sexual Offenders, presentation, Second North American Correctional and Criminal Justice Psychology Conference (NACCJPC), June 4, Toronto, Ontario

An Introduction to Motivational Interviewing. Invited Pre-Conference Workshop, New York State Association for the Treatment of Sexual Abusers, Verona, NY, May 26, 2011

Motivation to Change: Working with Sexual Offenders, Workshop, New Hampshire Association for the Treatment of Sexual Abusers, Concord, NH, May 20, 2011.

Denial & Engaging Resistance, workshop, MARATSA 3rd Annual Conference, Philadelphia, PA, Friday, May 6, 2011

Understanding and Assessing Adolescents Who Have Sexually Abused, Invited Pre-Conference Workshop, MASOC 13th Annual Joint Conference on The Assessment, Treatment, and Safe Management of Sexually Abusing Children, Adolescents and Adults, Marlborough, MA, April 6, 2011

What Recent Research Says About Adolescents Who Abuse and What We Can Do With It, Conference Workshop, MASOC 13th Annual Joint Conference on The Assessment, Treatment, and Safe Management of Sexually Abusing Children, Adolescents and Adults, Marlborough, MA, April 8, 2011

Working With Persons Who Sexually Offend (with Dr. Robin J. Wilson, ABPP). Five- day course on on the concept of sexual deviance, with historical and contemporary views of this behavior. Phoenix House, Bundaberg, Queensland, Australia,

March 21-25, 2011, repeated in Perth, Western Australia, March 28-April 1, 2011.

Adolescent Sex Offender Issues. Invited workshop for the Pennsylvania Sexual Offenders Assessment Board, Harrisburg, PA, January 7, 2011.

Sexual Offender Treatment: Motivational enhancement, and the Good Lives/Self-Regulation Models. Invited Workshop, Illinois Department of Human Services Treatment & Detention Facility, Rushville, IL, November 11-12, 2010.

A Day with David Prescott. Invited presentation, Iowa Board for the Treatment of Sexual Abusers. Camp Dodge, Des Moines, IA, November 5, 2010.

Motivational Interviewing with Adolescents. Invited workshop, 29th Annual Conference, Association for the Treatment of Sexual Abusers, Phoenix, AZ, October 2010.

Knowledge and Practice: Where we've been and where we're going. Invited Keynote, Ohio Department of Youth Services Conference on Strategies for Effective Treatment, Responsible Management, and Community Safety. Columbus, OH, September 1, 2010.

Preventing abuse by understanding the abuser. Invited presentation 11th National Conference on Child Sexual Abuse and Exploitation Prevention, New Orleans, LA, August 26, 2010.

Commencement address. Bennington School, Inc. June 22, 2010.

An Introduction to Motivational Interviewing, MnATSA Conference, Brooklyn Park, MN, April 14, 2010.

Knowledge and Practice: What Recent Research Says About Adolescents Who Abuse. MnATSA Conference, Brooklyn Park, MN, April 15, 2010.

A Prison-based Treatment Program aimed at Preventing Civil Commitment, with Sue Persons, MS. MnAtsa Conference, Brooklyn Park, MN, April 15, 2010.

Denial and the Sex Offender: Research, Myths, Implications, and Practice, MATSA Conference, Marlborough, MA, April 9, 2010.

Introduction to Motivational Interviewing, MATSA Conference, Marlborough, MA, April 8, 2010.

Good Lives and Self-Regulation Models of Sexual Offender Treatment, MI-ATSA, Lansing, MI, December 2009.

Motivational Interviewing in Group Treatment. Submitted workshop, 28th Annual Conference of the Association for the Treatment of Sexual Abusers, Dallas, TX, October 2009.

Civil Commitment. Invited pre-conference workshop with Anita Schlank. 28th Annual Conference of the Association for the Treatment of Sexual Abusers, Dallas, TX, October 2009.

Knowledge and practice with juveniles: Where we are and where we need to be. Invited keynote address, National Organization for the Treatment of Abuses Annual Conference and Practice Workshops, University of York, UK, September, 2009.

Working with Resistant Offenders. Invited keynote address for the Iowa Correctional Association, September 11, 2009.

An introduction to motivational interviewing. Training for juvenile probations officers working with youth who have sexually abused, Columbus, OH, May 14-15, 2009.

Thriving at the front lines: Where we are and where we want to be. Invited keynote address. 13th Annual Conference of the Minnesota Association for the Treatment of Sexual Abusers. Brooklyn Park, MN, April 17, 2009.

Current research with youth: A readers-digest view of what's new. Invited workshop. 13th Annual Conference of the Minnesota Association for the Treatment of Sexual Abusers. Brooklyn Park, MN, April 17, 2009.

Adolescents who have sexually abused: Recent research and implications for professionals. 11th annual conference of the Massachusetts Adolescent Sex Offender Network (MASOC) and the Massachusetts Association for the Treatment of Sexual Abusers, April 2, 2009.

Introduction to Motivational Interviewing. 11th annual conference of the Massachusetts Adolescent Sex Offender Network (MASOC) and the Massachusetts Association for the Treatment of Sexual Abusers, April 1, 2009.

The current state of assessment, treatment, and management of sexual abusers. Invited keynote address, 1st Annual Conference on Sexual Aggression and Sexual Offending. Northwest AHEC and Wake Forest University School of Medicine, March 27, 2009.

Juveniles who Sexually Offend. Invited keynote address and breakout session. New York State Department of Criminal Justice Services and New York State Association for the Treatment of Sexual Abusers. Lockport, NY, March 10, 2009.

Juveniles who Sexually Offend. Invited keynote address and breakout session. New York State Department of Criminal Justice Services and New York State Association for the Treatment of Sexual Abusers. Owego, NY, March 9, 2009.

Introduction to Motivational Interviewing. Invited pre-conference workshop, 27th Annual Conference, Association for the Treatment of Sexual Abusers, Atlanta, GA, October 2008.

The current state of risk assessment for youth: Theory, controversy, practice. Invited workshop submission for the annual conference of the National Organization for the Treatment of Abuse (NOTA), Cardiff, Wales, September 11, 2008.
<cancelled due to scheduling conflict>

Getting back on track: Addressing treatment-interfering factors in a group setting. Invited workshop submission for the annual conference of the National Organization for the Treatment of Abuse (NOTA), Cardiff, Wales, September 11, 2008.
<cancelled due to scheduling conflict>

Treatment of youth who have sexually abused: Treatment in the era without relapse cycles. Invited workshop for the Indiana Association of Juvenile Sexual Offender Practitioners, Indianapolis, IN, July 31, 2008.

Motivational interviewing. Invited workshop, Liberty Healthcare, Indianapolis, IN, July 17, 2008.

Current trends in assessing, treating, and managing sexual abusers across the lifespan. Invited keynote address for the conference of the Colorado Sex Offender Management Board, Breckenridge, CO. July 10, 2008.

Current issues with youth who have sexually abused. Invited training for Alaska Children's Services, Anchorage, Alaska, June 20, 2008.

The assessment and treatment of sexual abusers across the life span (including denial and deception); Introduction to Motivational Interviewing. Invited trainings at the University of Alaska at Anchorage, hosted by the AK Department of Corrections, June 18 & 19, 2008.

Introduction to Motivational Interviewing. Invited two-day workshop for the staff of the Illinois Department of Human Services Treatment and Detention Facility, Liberty Healthcare, Springfield, IL, May 15 & 16, 2008.

Advanced Motivational Interviewing. Invited two-day training for Chestnut Health Systems, Bloomington, IL, April 30 & May 1, 2008. Co-trained substance abuse professionals with colleague Margaret Rose as part of initiative on behalf of members of the Motivational Interviewing Network of Trainers.

Introduction to Motivational Interviewing; Motivational Interviewing Practice Skills. At 10th annual conference of the Massachusetts Adolescent Sex Offender Network (MASOC) and the Massachusetts Association for the Treatment of Sexual Abusers, April 9 & 10, 2008.

The Assessment and Treatment of Juveniles who have Sexually Abused. Invited keynote address at the 16th Annual Conference on the Management of Adults and Juveniles with Sexual Behavior Problems, Galveston, TX, February 11, 2008.

Countering the Counterproductive: Improving Public Policy towards Sexual Offenders. Invited keynote address, 22nd Annual San Diego International Conference on Child and Family Maltreatment, San Diego, CA, January 30, 2008.

Treatment of Adult Sex Offenders. Invited workshop, 22nd Annual San Diego International Conference on Child and Family Maltreatment, San Diego, CA, January 30, 2008.

Juvenile Risk Assessment. Invited workshop, Inaugural Conference of the Arkansas Association for the Treatment of Sexual Abusers, Lafayette, AR, December 6, 2007.

Introduction to Motivational Interviewing. Invited workshop, Inaugural Conference of the Arkansas Association for the Treatment of Sexual Abusers, Lafayette, AR, December 6, 2007.

Public Policy and Current Sex Offender Treatment and Management. Invited keynote, 1st conference of the Arkansas Association for the Treatment of Sexual Abusers, December 5, 2007.

Evidence-based practice in the management and treatment of sexual offenders. Invited presentation at the annual conference of the Oregon Association for the Treatment of Sexual Abusers, November 16, 2007.

Understanding youth who have sexually abused. Invited lecture for the Wisconsin chapter of the American Association of Sexuality Educators, Counselors, and Therapists. Madison, WI, November 9, 2007.

Introduction to Motivational Interviewing. Pre-conference workshop at the 26th Annual Conference of the Association for the Treatment of Sexual Abusers, San Diego, CA, October 31, 2007.

Understanding current research and providing best practice with adolescent sex offenders. Invited keynote address at the Advanced Academy Conference of the Utah Network on Juveniles Offending Sexually (NOJOS), St. George, UT. October 26, 2007.

Public policy and sexual offender treatment and management. Invited workshop at the 23^d Annual Midwest Conference on Child Sexual Abuse, Madison, WI, October 17, 2007.

The current state of sexual offender treatment. Invited workshop at the 23rd Annual Midwest Conference on Child Sexual Abuse, Madison, WI, October 17, 2007.

Introduction to Motivational Interviewing. Invited pre-conference workshop at the 23rd Annual Midwest Conference on Child Sexual Abuse, Madison, WI, October 16, 2007.

Current perspectives on working with youth who sexually abuse. Invited workshop for the Northwest Ohio Sex Offender Treatment Network, Toledo, October 5, 2007.

Treating Juveniles who sexually offend like adults, and other controversies. Invited Keynote address at the 12th International Conference on Violence, Abuse, and Trauma, San Diego, CA, September 18, 2007. Other members of this invited panel include Toni Cavanagh Johnson and L.C. Miccio-Fonseca.

Issues and controversies in dealing with adult sexual offenders. Invited keynote address at the 12th International Conference on Violence, Abuse, and Trauma, San Diego, CA, September 17, 2007. Other members of this invited panel include L.C. Miccio-Fonseca.

Treating adult sexual offenders. Invited pre-conference workshop at the 12th International Conference on Violence, Abuse, and Trauma, San Diego, CA, September 16, 2007.

An introduction to motivational interviewing. Pre-conference Workshop with Lorraine Reitzel and Therese Kemper at the Canadian Psychological Association's North American Correctional and Criminal Justice Psychology Conference, June 6, 2007, Ottawa, Ontario.

The current state of adolescent risk assessment. Invited pre-conference seminar, 10th Annual conference of the California Coalition on Sexual Offending, La Jolla, CA. May 2007.

Public policy and current sex offender treatment and management. Invited keynote address. 10th Annual conference of the California Coalition on Sexual Offending, La Jolla, CA. May 10, 2007.

The current state of sexual offender treatment. Invited workshop at the 20th Annual Together for Children Conference, Stevens Point, Wisconsin, April 19, 2007.

An introduction to motivational interviewing. Half-day seminar at 9th annual conference of the Massachusetts Adolescent Sex Offender Network (MASOC) and the Massachusetts Association for the Treatment of Sexual Abusers, April 6, 2007.

Current perspectives on working with youth: Where we've been and where we're going. Half-day Pre-Conference workshop with Robert E. Longo, 9th annual conference of the Massachusetts Adolescent Sex Offender Network (MASOC) and the Massachusetts Association for the Treatment of Sexual Abusers, April 5, 2007.

Adolescent assessment. Invited workshop, conference coordinated by National Center on Sexual Behavior of Youth, Norman, OK, March 8, 2007.

Current perspectives on working with youth: Where we've been and where we're going. Intensive seminar with Robert E. Longo, 22nd Annual National Adolescent Perpetration Network conference, Albuquerque, NM. February 27, 2007.

Cause for optimism: Change is what we're all about. Invited member of plenary panel with Robert E. Longo and Kevin Creeden. 22nd Annual National Adolescent Perpetration Network conference, Albuquerque, NM. February 27, 2007.

Social science and treatment perspectives. Invited member of panel discussion with Robert E. Longo, Robin McGinnis, and Amanda Halawa-Mahdi at Loyola University School of Law Symposium: Juvenile Sex Offender Registration: Problem or Solution? Chicago, IL, January 26, 2007.

Emerging strategies in adolescent risk assessment. Invited training at The Midwest Conference, Madison, WI, October 19, 2006.

Adolescent Assessment training track coordinator (invited). 25th Annual Conference of the Association for the Treatment of Sexual Abusers, Chicago, IL, September, 2006.

Understanding truth and deception workshop at the 25th Annual Conference of the Association for the Treatment of Sexual Abusers, Chicago, IL, September, 2006.

Youth who have sexually abused: risk, registry, and notification. Invited keynote address at the annual conference of the New York Association for the Treatment of Sexual Abusers, Corning, NY, May 12, 2006.

Understanding truth and deception. Invited workshop at the annual conference of the New York Association for the Treatment of Sexual Abusers, Corning, NY, May 12, 2006.

Understanding truth and deception. Full-day pre-conference workshop, National Adolescent Perpetration Network (NAPN) Annual Conference, Atlanta, GA, April 2006.

Emerging issues: moving beyond relapse prevention. Workshop, National Adolescent Perpetration Network (NAPN) Annual Conference, Atlanta, GA, April 2006.

Sex offender risk assessment. Invited lecture, Child Maltreatment Conference, La Crosse, WI, April 7, 2006.

Sex offender treatment programs. Invited lecture, Child Maltreatment Conference, La Crosse, WI, April 7, 2006.

Telling stories: Improving youths' abilities to access treatment. Workshop, 9th annual conference of the Massachusetts Adolescent Sex Offender Network (MASOC) and the Massachusetts Association for the Treatment of Sexual Abusers, April 5, 2006.

Understanding truth and deception. Half-day pre-conference workshop, 9th annual conference of the Massachusetts Adolescent Sex Offender Network (MASOC) and the Massachusetts Association for the Treatment of Sexual Abusers, April 4, 2006.

Sex offender risk assessment. Invited lecture, Child Maltreatment Conference, La Crosse, WI, April 7, 2006.

Sex offender treatment programs. Invited lecture, Child Maltreatment Conference, La Crosse, WI, April 7, 2006.

The past, present, and future of understanding sexual abusers; Understanding truth and deception. Invited lectures at the annual conference of the New Jersey Association for the Treatment of Sexual Abusers, March 3, 2006.

Adolescent Assessment training track coordinator (invited). 24th Annual Conference of the Association for the Treatment of Sexual Abusers, Salt Lake City, UT, November, 2005.

Emerging strategies in adolescent risk assessment. Invited full day training at The Midwest Conference, Madison, WI, October 17, 2005.

False accusations: Reliable and unreliable techniques for interviewing child witnesses. Invited presentation with Allan Beatty. Wisconsin Public Defenders' Conference, Milwaukee, WI, September 22, 2005.

The current state of adolescent risk assessment. Invited workshop for the Central Illinois Sex Offender Management Network. East Peoria, IL, September 23, 2005.

The current state of adolescent risk assessment. Invited workshop at the 8th Annual Conference on sex offender registration, community registration, and sex offender related issues. National Community Notification Information and Education Services, Inc. Seattle, WA, September 19, 2005.

Constructing a solid report. Workshop at the 7th annual conference of the Massachusetts Adolescent Sex Offender Network (MASOC) and the Massachusetts Association for the Treatment of Sexual Abusers, April 2005.

Implications of the neurological impact of trauma for counseling and treatment of sexually abusive youth. Invited plenary panel address, Annual Conference of the National Adolescent Perpetration Network, Denver, CO, February 2005.

Residential treatment of sexually abusive youth, Invited lecture, Indiana Juvenile Sex Offender Network, Indianapolis, IN. January 2005.

The current state of adolescent risk assessment. Invited full-day pre-conference seminar, 24th Annual Conference of the Association for the Treatment of Sexual Abusers, Albuquerque, NM, October 2004.

Understanding truth and deception in sexually abusive youth. 90-minute workshop, 24th Annual Conference of the Association for the Treatment of Sexual Abusers, Albuquerque, NM, October 2004.

Emerging strategies in adolescent risk assessment. Invited full day training at The Midwest Conference, IL, October 18, 2004.

The current state of adolescent risk assessment, Understanding and detecting truth and deception, The use of storytelling, and Residential treatment with sexually abusive youth. Invited 2-day lecture and consult, Asheville, NC, September 16 and 17, 2004.

Reducing coercion in residential treatment. National Adolescent Perpetration Network (NAPN) annual conference, Portland, OR. May 25, 2004.

The current state of adolescent risk assessment. Full-day pre-conference workshop, National Adolescent Perpetration Network annual conference, Portland, OR, May 23, 2004.

Interviewing sexually abusive youth: truth and deception. Pre-conference workshop at the 6th annual conference of the Massachusetts Adolescent Sex Offender Network (MASOC) and the Massachusetts Association for the Treatment of Sexual Abusers, April 2004.

Emerging strategies in juvenile risk assessment: From theory, through controversy, to practice. Invited full-day training, Vermont Center for the Prevention and Treatment of Sexual Abuse, Burlington, VT, January 16, 2004.

Recent advances in understanding sexually abusive youth and Engaging youths in treatment. Invited lectures for the 2003 Advanced Clinical Training Conference, Utah Network on Juveniles Offending Sexually (NOJOS), St. George, UT, November 21, 2003.

A clearer picture: Recent advances in understanding sexually abusive youth. Invited lecture, Connecticut Association for the Treatment of Sexual Offenders (CATSO), October 31, 2003.

Emerging strategies in juvenile risk assessment: From theory, through controversy, to practice. Invited full-day pre-conference workshop, 22nd Annual Conference of the Association for the Treatment of Sexual Abusers (ATSA), St. Louis, MO, October 2003.

A clearer picture: Recent advances in understanding sexually abusive youth. Invited training, Virginia Department of Juvenile Justice, Richmond, VA. September 12, 2003.

A clearer picture: Recent advances in understanding sexually abusive youth. Invited keynote address and training. Tennessee Department of Corrections, Nashville, TN. August 26, 2003.

Seeing through lies: Understanding deception to find and tell the truth. Workshop at the National Adolescent Perpetration Network Annual Conference, Cherry Hill, NJ, May 19 2003.

The evolution of programming for sexually aggressive adolescent populations: A round table discussion. Panel discussion with Jim Grady and Sherri Reynolds of the New Hope Treatment Programs of Charleston, South Carolina, at the National Adolescent Perpetration Network Annual Conference, Cherry Hill, NJ, May 18 2003.

At the front lines: The pragmatic assessment of youth under difficult circumstances. Pre-conference at the 5th annual conference of MATSA and MASOC, Marlborough, MA, April 9, 2003.

Building collaboration in residential treatment: A program's response to research trends and the needs of youth. 21st Annual Conference of the Association for the Treatment of Sexual Abusers (ATSA), Montreal, QC, October, 2002.

Assessing risk for sexual re-offense in juvenile sex offenders: Controversies, developments, possibilities. 7th International Conference on the Treatment of Sexual Offenders, Vienna, Austria, September 2002.

Maximizing adult interventions with sexually abusive youth: Helping kids get Healthy. Invited lecture for the staff and administration at the Whitney Academy, Freetown, MA, August 21, 2002.

Residential treatment for sexually abusive youth: Recent research, current trends, and a model for collaboration, at the 19th Annual Conference of the National Organization of Forensic Social Work (NOFSW) in St. Louis, MO, May 6, 2002. (accepted but canceled)

Maximizing adult interventions with sexually abusive youth: Helping kids get healthy, and *Assessing risk in adolescent sexual abusers: Theory, controversy, practice*. Invited lectures, privately sponsored workshops, Adrian, MI, May 3, 2002.

Maximizing adult interventions with sexually abusive youth: Helping kids get healthy, and *Assessing risk in adolescent sexual abusers: Theory, controversy, practice*. National Adolescent Perpetration Network (NAPN) Annual Conference, Toledo, OH, April 28 and 29, 2002.

Assessing risk in adolescent sexual abusers: Theory, controversy, practice. 4th Annual conference of MATSA and MASOC, Marlborough, MA, April 10, 2002.

Assessing risk in adolescent sexual abusers. Invited lecture, Psychiatric Grand Rounds, Southwestern Vermont Medical Center, April 5, 2002.

Assessing risk in adolescent sexual abusers: Theory, controversy, practice. Invited lecture, 29th National Conference on Juvenile Justice, presented by the National Council of Juvenile and Family Court Judges, Houston, TX, March 25, 2002.

Emerging strategies in juvenile risk assessment: From theory, through controversy, to practice. 20th Annual Conference of the Association for the Treatment of Sexual Abusers (ATSA), San Antonio, TX, November 3, 2001.

Reducing coercion in residential treatment. 2nd Annual Reunion Conference on Collaborating in Treatment with Sexually Aggressive Youth and their Families, Biddeford, ME, October 25, 2001.

Emerging strategies in juvenile risk assessment: Controversies, developments, possibilities. 2nd Annual Reunion Conference on Collaborating in Treatment with Sexually Aggressive Youth and their Families, Biddeford, ME, October 26 2001.

Assessing risk for sexual re-offense in juvenile sex offenders: Emerging strategies for clinical and forensic practice. 9th Annual Forensics Conference of the American College of Forensic Examiners, October 2001. (Accepted, but conference was cancelled)

Assessing risk in adult sex offenders: Recent research, instruments, and strategies. 9th Annual Forensics Conference of the American College of Forensic Examiners, October 2001. (Accepted, but conference was cancelled)

Reducing coercion in residential treatment. National Adolescent Perpetration Network (NAPN) Annual Conference, Kansas City, MO, May 5, 2001.

Assessing risk for sexual re-offense in juvenile sex offenders: Controversies, developments, possibilities. 18th Annual Conference of the National Organization of Forensic Social Work (NOFSW), Philadelphia, PA, April 30, 2001.

Collaborative treatment for sexual behavior problems in an adolescent residential center. 3d Annual conference of MATSA and MASOC, Marlborough, MA, April 12, 2001.

Assessing risk for sexual re-offense in juvenile sex offenders: Controversies, developments, possibilities Vermont Network of Treatment Programs for Juveniles with Sexual Behavior Problems, in Randolph, VT, March 9, 2001.

Collaborative treatment for sexual behavior problems in an adolescent residential center. National Association of Social Workers (NASW), Baltimore, MD, November 3, 2000.

Collaborative treatment for sexual behavior problems in an adolescent residential center. 6th International Conference on the Treatment of Sexual Offenders (ICTSO), Toronto, ON, May 29, 2000.

Collaborative treatment for sexual behavior problems in an adolescent residential center. Invited lecture, Psychiatric Grand Rounds, Southwest Vermont Medical Center, Bennington, VT, May 5, 2000.

Past Activities

Conference Chair, National Adolescent Perpetration Network (NAPN), 2018.

Past President, Association for the Treatment of Sexual Offenders, 2009 – 2010.
Member, Board of Directors, Stop It Now! Haydenville, Massachusetts, 2006 - 2007

Editor, *ATSA Forum*, newsletter of the Association for the Treatment of Sexual Abusers (ATSA), Spring 2002-Autumn 2007

Past President, Wisconsin chapter of the Association for the Treatment of Sexual Abusers (WI-ATSA)

Member, Awards Committee, Association for the Treatment of Sexual Abusers (ATSA)

Member, Conference Committee. 26th Annual Conference of the Association for the Treatment of Sexual Abusers, San Diego, CA, November 2007.

Member, Conference Program Committee. Provide peer review of abstracts submitted for the 25th Annual Conference of the Association for the Treatment of Sexual Abusers, Chicago, IL, September 2006.

Chair, Awards Committee, Association for the Treatment of Sexual Abusers (ATSA), 2005, 2006.

Member, task force developing guidelines for practice with adolescents,
International Association for the Treatment of Sexual Offenders

Member, Conference Program Committee. Provide peer review of abstracts submitted
for the 24th Annual Conference of the Association for the Treatment of Sexual
Abusers, Salt Lake City, UT, November 2005.

Member, task force to revise residential treatment standards for New England Adolescent
Research Institute (currently inactive)

Member, Conference Program Committee. Provide peer review of abstracts
submitted for 23^d Annual Conference of the Association for the Treatment of
Sexual Abusers, Albuquerque, NM, 2004.

Member, International Scientific Advisory Committee, 8th International Conference on
the Treatment of Sexual Offenders, Athens, Greece, October 2004.

Provided consultation to Network on Juveniles who Offend Sexually (NOJOS), Salt Lake
City, UT, to develop a treatment continuum for sexually abusive youth and their
families.

Facilitated workshops by presenters Gene Abel, Richard Beckett, Markus Wiegel and
Diane Lynn Miller at the 22nd Annual Conference of the Association for the Treatment
of Sexual Abusers, St. Louis, MO, October, 2003.

Member, Conference Program Committee. Provided peer review of abstracts
submitted for 22nd Annual Conference of the Association for the Treatment of
Sexual Abusers in St. Louis, MO (invited by Conference Chair Lloyd Sinclair).

Provided consult and organization to *Creating connections: Working with girls in
residential treatment*, invited lecture at the Psychiatric Grand Rounds of Southwest
Vermont Medical Center, April 4, 2003. Speakers were Katree Fenster, LICSW,
Shelley Rolf, LICSW, and Leanne Yinger, M.S.

Adjunct faculty, University of Vermont School of Social Work, 2002-2003.

Member, International Scientific Advisory Committee, 7th International Conference on
the Treatment of Sexual Offenders, Vienna, Austria, September 10-14, 2002.

Co-chaired symposium and workshop on pedophilia, 7th International Conference on
the Treatment of Sexual Offenders, Vienna, Austria, September 10-14, 2002.

Provided peer review to special edition of refereed journal, the *Western Criminological
Review*, summer 2002.

Adjunct faculty, Antioch College of New England, 2001-2002.

Consultation to the Rhode Island Department of Corrections, 2002.

Consultation to Association for Retarded Citizens, Rockville, MD. 2002.

Involved in publishing the *TOP (Trauma Outcome Process) Workbook for youth who have sexually abused*, by Joann Schladales, 2002.

Moderator, Internet list-serve for the National Organization of Forensic Social Workers (NOFSW), approximately 2000-2003.

Education

Master of Social Work — Boston College, May, 1987

Bachelor of Arts — English Literature, Syracuse University, May 1984

Previous Professional Experience

Minnesota Sex Offender Program

Moose Lake, Minnesota, September 2008 to September 2010

Clinical Director. Oversee treatment of civilly committed sexual offenders. Provide consultation to other areas of the Minnesota Sex Offender Program

Sand Ridge Secure Treatment Center

Mauston, Wisconsin, April 2004 to September 2008

Treatment Assessment Director. Oversee assessment and communication of treatment progress. Provide supervision, guidance, and consult to diverse areas of program for sex offenders civilly committed under Wisconsin's Chapter 980 law.

Bennington School, Inc.

Bennington, Vermont, September 1992 to April 2004

Clinician. Supervise treatment services to youth with histories of problem sexual behavior. Provide consult regarding services to sexually abusive youth, including individual and group therapy to a diverse population of students, ages 10 through 19. Provide therapeutic case management services. Develop and implement treatment services, training, and protocols for youth with sexual behavior problems. Supervision of clinicians and clinical interns as well as residential and educational supervisors and line staff. Assistance with admissions department.

Herbert Lipton Community Mental Health Center

Leominster, Massachusetts, May, 1991 to September 1992

Clinician responsible for individual, group, and family therapies. Average caseload of 15 children (ages 4-16) referred by the Department of Social Services, with focus on collaborative work with outside agencies (e.g. schools, DSS, other treatment providers).

Wayside Union Academy

Marlborough, Massachusetts, July 1989 to May 1991

Clinician/administrator responsible for individual, group, and family therapies. Average caseload of 10 adolescents in a 16-bed residential program. Treated students referred by the Massachusetts Department of Social Services and Division of Youth Services. Specialized in treatment of sexual abuse victims and youth with histories of sexually abusive behavior.

Administrative duties included the development of policies and procedures with residential and educational departments, 24-hour on-call pager coverage for clinical and administrative crisis intervention, and supervision of clinical interns.

Catholic Charities of Cambridge and Somerville

Somerville, Massachusetts, June 1987 to June 1989

Social Worker. Provided casework services for families referred by the Department of Social Services in the greater Boston area. Developed specialization with multi-problem families. Collateral contact with a broad range of state and private services (e.g. legal system, mental health providers).

Arbor Associates

Boston, Massachusetts May 1986 to September 1986

Worked as relief staff in numerous residential facilities for the Division of Youth Services and the Department for Mental Health.

Alpha House North

Syracuse, New York, May, 1984 to March 1985

Residential counselor in a 20-bed facility for court-mandated and voluntary substance abusers ranging in age from 13 to 40.

References

Available upon request



State of New Hampshire
BOARD OF MENTAL HEALTH PRACTICE

DAVID SHERWIN PRESCOTT, MSW

LICENSED
INDEPENDENT CLINICAL SOCIAL WORKER

DAVID SHERWIN PRESCOTT, MSW
35 LAKESIDE DR
FALMOUTH ME, 04105

LICENSE # 1717 EXPIRES April 29, 2021

14 mar



Jeffrey A. Meyers
Commissioner

Lori A. Shibinette
Chief Executive Officer

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300
Fax: 603-271-5395 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 3, 2018

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital to enter into a **sole source** agreement with Mr. David S. Prescott, LICSW (Vendor #278284), 35 Lakeside Drive, Falmouth, ME 04105, to provide independent risk assessment services to clients admitted to New Hampshire Hospital, in an amount not to exceed \$18,000, with a completion date of June 30, 2020, effective upon approval by the Governor and Executive Council. 100% General Funds:

Funds to support this request are available in the following accounts for State Fiscal Years 2019 and 2020, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

**05-095-094-940010-87530000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT**

| State Fiscal Year | Class/Account | Class Title | Current Amount |
|-------------------|---------------|---------------------------|-----------------|
| 2019 | 102-500731 | Contracts for Prog. Svcs. | \$9,000 |
| 2020 | 102-500731 | Contracts for Prog. Svcs. | \$9,000 |
| | | Total: | \$18,000 |

EXPLANATION

This request is **sole source** because Mr. Prescott is familiar with the hospital staff, knowledgeable of current procedures and the supply of facilities for which appropriate placement of the NHH patients can be made. Mr. Prescott was recommended by The Disability Rights Commission because he has in-depth knowledge of the subject matter from many years of work doing independent risk assessments

The purpose for this request is to allow Mr. David S. Prescott to continue to provide clients admitted to New Hampshire Hospital with independent risk assessments for the purpose of discharge, and to ensure each client is afforded placement into programs and services which least restrict the client's freedom of movement, ability to make decisions, and participation in his/her community while achieving the purposes of habitation and treatment in accordance with RSA 135-C.

The contract includes language in Exhibit C-1 which reserves the Department's right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services, and Governor and Executive Council approval.

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
Page 2 of 2

Should the Governor and Executive Council not approve this request, the Department will be unable to offer these placement services to patients for their next level of care, which may slow the rate of discharge from the hospital and causing considerably higher cost to the state.

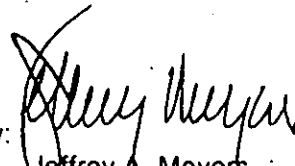
Area served: New Hampshire Hospital residents.

Source of funds: 100% General funds.

Respectfully submitted,



Lori A. Shibinette
Chief Executive Officer



Approved by: Jeffrey A. Meyers
Commissioner

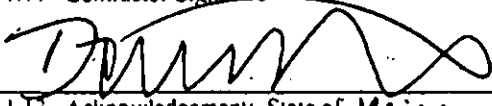
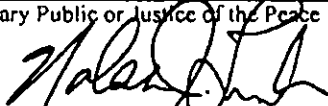
Subject: Independent Risk Assessments (SS-2019-NHH-01-RISKA)

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**I. IDENTIFICATION.**

| | | | |
|--|---|---|-----------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name David S. Prescott | | 1.4 Contractor Address 35 Lakeside Drive Falmouth, ME 04105 | |
| 1.5 Contractor Phone Number 207-314-8933 | 1.6 Account Number 05-95-94-9400-8753-102-94077300 | 1.7 Completion Date June 30, 2020 | 1.8 Price Limitation \$ 18,000 |
| 1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement | | 1.10 State Agency Telephone Number 603-271-9330 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory David S. Prescott, LICSW David S. Prescott, LICSW | |
| 1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Cumberland</u> On <u>July 17, 2018</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>Nolan J. Lovell, Licensed Relationship Manager, KeyCorp.</u> | | | |
| 1.14 State Agency Signature Date: | | 1.15 Name and Title of State Agency Signatory | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sana J. Whittingham</u> Director, On: <u>7-24-18</u> | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____ | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

STATE OF MAINE - COUNTY OF Cumberland
Subscribed and sworn (or affirmed) before me this
this 17 day of July, 20 18
by David S. Prescott
Personally Known ☒ OR Produced Identification ☒
Type of Identification Driver's License
NOLAN J. LOVELL, Notary Public
My Commission Expires May 8, 2024

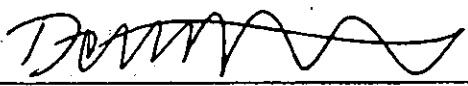
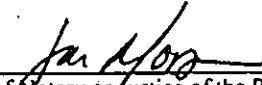
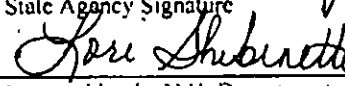
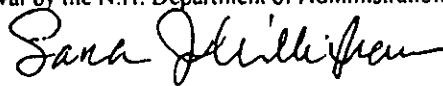

Subject: Independent Risk Assessments (SS-2019-NHH-01-RISKA)

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.

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| 1.1 State Agency Name NH Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name David S. Prescott | | 1.4 Contractor Address 35 Lakeside Drive Falmouth, ME 04105 | |
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| 1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement | | 1.10 State Agency Telephone Number 603-271-9330 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory David S. Prescott, LICSW | |
| 1.13 Acknowledgement: State of _____, County of _____ On _____, 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] | | JOSEPH J. MORSE Notary Public, State of Maine My Commission Expires Jan. 11, 2024 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Joe Morse, Personal Banker | | | |
| 1.14 State Agency Signature  Date: 6/13/18 | | 1.15 Name and Title of State Agency Signatory LORI Shubinette - CEO-NHH | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 7-20-18 | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/2/18 | | | |
| 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

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, formulas, 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 Vendor shall 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 Vendor 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. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

2. Scope of Services

- 2.1. The Contractor shall conduct Independent Risk Assessments for clients at New Hampshire Hospital for the purpose of discharge to ensure client is afforded placement into programs and services which least restrict the client's freedom of movement, ability to make decisions, and participation in his/her community while achieving the purposes of habilitation and treatment in accordance with RSA 135-C.
- 2.2. Independent Risk Assessments shall include but are not limited to:
 - 2.2.1. Identification of areas to mitigate risks allowing patients to discharge to a community setting; and
 - 2.2.2. The use of appropriate assessment tools based on patients' developmental levels and prior histories.
- 2.3. The Contractor shall report all Risk Assessment results, which shall include, but are not limited to:
 - 2.3.1. Identification of areas to mitigate risks allowing patients to discharge to a community setting.

3. Staffing

- 3.1. The Contractor shall be a New Hampshire Licensed Independent Clinical Social Worker.
- 3.2. The Contractor shall have a Masters of Social Work.

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4. Reporting

- 4.1. The Contractor shall provide Risk Assessment Evaluation Reports to the Department within thirty (30) days of being contacted to conduct Independent Risk Assessments.

5. Deliverables

- 5.1. The Contractor shall deliver Risk Assessment Evaluation Reports in Section 4.1, and any other information, to the Department in a secure manner in accordance with HIPAA security and privacy regulations and industry standard security best practices.
- 5.2. Exchange of protected information required by this scope of work will be reviewed by the Department; and tools already in place by the State for the purpose of securely exchanging protected information may be utilized.
- 5.3. The Contractor agrees to protect the confidentiality, availability and integrity of New Hampshire State data and shared information with authorized persons.

6. Contract Effective Date

- 6.1. The contract effective date shall be July 1, 2018, or upon Governor and Executive Council approval, whichever is later.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor one hundred fifty dollars (\$150.00) per hour in an amount not to exceed the Price Limitation, block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

This contract is funded with general funds.

- 1.1. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
2. Payment for services shall be on a cost reimbursement basis for actual hours worked only.
3. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, not to exceed one hundred twenty (120) hours for the contract period.
4. Payment for said services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice in a form satisfactory to the State, on Contractor letterhead, for each completed Risk Assessment Evaluation Report, within thirty (30) days of conducting each Risk Assessment,
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice and Risk Assessment Evaluation Report, for services provided pursuant to this agreement. Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
 - 4.3. The invoice shall clearly identify the amount requested for reimbursement and contracted services in accordance with the Exhibit A, Scope of Services, and in accordance with Exhibit A, Section 4.2.
5. The Risk Assessment Evaluation Reports identified in 4.1 and 4.2 above must be submitted to the following individual and in accordance with the provisions of Exhibit A, Section 4.1:

Cynthia Babonis, LICSW
Department of Health and Human Services
New Hampshire Hospital
36 Clinton St
Concord NH 03301
6. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, block 1.7 Completion Date.

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New Hampshire Department of Health and Human Services
Independent Risk Assessments for NHH Clients



Exhibit B

7. In lieu of hard copies, all invoices identified in 4.1, 4.2 and 4.3 above may be assigned an electronic signature and emailed to NHHFinancialServices@dhhs.nh.gov, or invoices may be mailed to:

Financial Services
New Hampshire Hospital
36 Clinton Street
Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract 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 said services have not been completed in accordance with the terms and conditions of this agreement.

David S. Prescott, LICSW

#SS-2019-NHH-01-RISKA

Exhibit B

Page 2 of 2

Contractor Initials

Date

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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;

[Handwritten Signature]
Date *6/26/15*

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

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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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New Hampshire Department of Health and Human Services
Exhibit C



- 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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6/26/14



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, in amounts of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate; and
4. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

#SS-2018-NHH-01-RISKA

Exhibit C-1 – Revisions to Standard Provisions

Contractor Initials

Date

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5/31/18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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 GRANTEEES 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

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New Hampshire Department of Health and Human Services
Exhibit D



- 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.

Vendor Name:

David S. Prescott

[Signature]

Date _____

Name:

Title:

Contractor



CERTIFICATION REGARDING LOBBYING

The Vendor 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-1.)
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.

Vendor Name:

5/31/18
Date

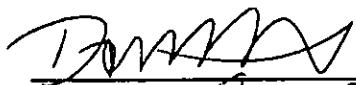
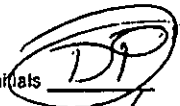

Name: DAVID S. PRESCOTT
Title: contractor

Exhibit E - Certification Regarding Lobbying

Vendor Initials 
Date 5/31/18



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

The Vendor 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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5/31/18

New Hampshire Department of Health and Human Services
Exhibit F



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 (11)(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.

Vendor Name:

5/31/18
Date


Name: David S. Prescott
Title: Contractor

Vendor Initials 
Date 5/31/18



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

The Vendor 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:

Vendor 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

Vendor Initials

DP

5/31/18

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

5/31/18
Date

[Signature]
Name: David R. Prescott
Title: Contractor

Exhibit G

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

6/27/14
Rev. 10/21/14

Page 2 of 2

Vendor Initials

[Signature]

Date

5/31/18



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 Vendor 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 Vendor 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.

Vendor Name:

5/31/18
Date


Name: David S. Prescott
Title: Contractor

Vendor Initials DP
Date 5/31/18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.

DP
5/21/18



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

[Signature]
Date 5/31/15



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.

DP
5/31/18



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

3/2014

Vendor Initials

DP
Date 5/31/18



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.

3/2014

Vendor Initial

DP
Date 5/31/18



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 and Human Services

The State

Lori Shubette

Signature of Authorized Representative

Lori Shubette

Name of Authorized Representative

CEO - NHIT

Title of Authorized Representative

6/13/18

Date

DAVID S. Prescott

Name of the Vendor

[Signature]

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

5/31/2018

Date

[Signature]

5/31/18



**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.

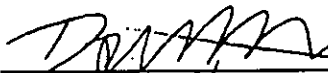
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


The Vendor 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 Vendor 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.

Vendor Name:

5/31/18
Date


Name: DAVID S. Prescott
Title: 3/31/18

Vendor Initials 
Date 5/31/18

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Vendor 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: 080279210
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?

X 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: _____ |

DP
5/31/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

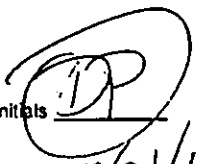
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).


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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.


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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov