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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-9200 1-800-852-3345 Ext. 9200

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Lori A. Weaver
Commissioner

Morissa Henn
Deputy Commissioner

May 1, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into contracts with the Contractors listed below in an amount not to exceed a shared price limitation of \$100,000 for membership on the state’s Multidisciplinary Team for assessment and evaluation services, on an as-needed, case-by-case basis, regarding whether individuals convicted of a sexually violent offense who are eligible for release from total confinement meet the definition of a sexually violent predator, with the option to renew for up to four (4) additional years, effective July 1, 2026, upon Governor and Council approval through June 30, 2028. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount (shared price limitation)
Lauren A. Herbert, Duluth, MN	291570	Statewide	\$100,000
Rebecca L. Jackson, Venice, FL	221653	Statewide	
		Total:	\$100,000

Funds are available in the following accounts for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Year 2028, 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.

05-95-95-952010-3175 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER’S OFFICE, LEGAL AND REGULATORY, SEXUAL PREDATORS ACT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	102-500731	Contracts for Prog Svc	95203175	\$50,000
2028	102-500731	Contracts for Prog Svc	95203175	\$50,000
			Total	\$100,000

EXPLANATION

The purpose of this request is to procure two (2) Contractors for membership on the State's Multidisciplinary Team, as required by New Hampshire RSA 135-E and New Hampshire Administrative Rule He-C 701, to assess and evaluate whether a person convicted of a sexually violent offense who is eligible for release from total confinement meets the definition of a sexually violent predator. This process was established by the General Court of New Hampshire to address the long-term care and treatment of sexually violent predators and risk posed to society and primarily targets individuals who are nearing completion of their maximum sentence of imprisonment, having been refused parole, who pose a high risk of repeated acts of predatory behavior if released to the community.

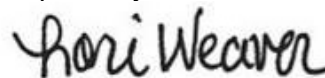
The Multidisciplinary Team receives requests for assessments and evaluations on an as-needed, case by case basis. Since 2018, the Multidisciplinary Team has had eight (8) referrals, including two (2) emergency referrals. Meetings for the Multidisciplinary Team are virtual; however, there is a rare possibility for an in-person assessment and evaluation. The process for assessment and evaluation spans four (4) months; emergency assessment and evaluation spans seventy-two (72) hours.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from February 20, 2026 through March 20, 2026. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the Department will be unable to comply with RSA 135-E, and therefore individuals convicted of certain sexually violent crimes may not be properly evaluated for processing and treatment in the justice system.

Respectfully submitted,



Lori A. Weaver
Commissioner

**New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet**

Project ID # RFA-2027-OCOM-02-MULTI

Project Title Multidisciplinary Team

	Maximum Points Available	Dr. Lauren A. Herbert	Dr. Rebecca L. Jackson
Technical			
Q1 - Capacity and Qualifications	450	425	425
Q2 - Experience	550	550	550
TOTAL POINTS	1000	975	975

TOTAL PROPOSED VENDOR COST: Not Applicable - No Cost Proposal for RFA

	Reviewer Name
1	John Martin
2	Caitlin Sittig
3	Rieco Mello

	Title
	Deputy Chief Legal Counsel
	Legal Unit Coordinator
	Finance Director OCOM

Subject: RFA-2027-OCOM-02-MULTI-01 – Multidisciplinary Team

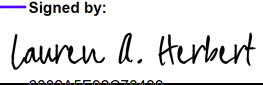
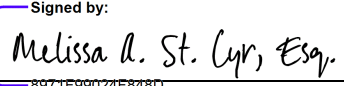
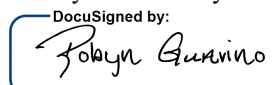
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lauren A. Herbert		1.4 Contractor Address 4602 Grand Ave, Suite 500, PMB 124 Duluth, MN 55807	
1.5 Contractor Phone Number 218-216-1377	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2028	1.8 Price Limitation \$100,000 shared price limitation
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by:  Date: 4/29/2026		1.12 Name and Title of Contractor Signatory Lauren A. Herbert Psychologist	
1.13 State Agency Signature Signed by:  Date: 4/30/2026		1.14 Name and Title of State Agency Signatory Melissa A. St. Cyr, Esq. Chief Legal Officer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/1/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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, 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 1.13 (“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.

3.3 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. 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 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 for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

EXHIBIT A

- 14.1.1. Professional liability insurance against any wrongful act, occurrence, or personal injury offense, in amounts of not less than \$1,000,000 each claim and \$3,000,000 general aggregate; and

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

Exhibit B – Scope of Services

Scope of Services

1. Statement of Work

- 1.1. The Contractor must serve as a member of the Multidisciplinary Team (MDT), as required by New Hampshire RSA 135-E, Involuntary Civil Commitment of Sexually Violent Predators, and New Hampshire Administrative Rule He-C 701, Involuntary Civil Commitment of Sexually Violent Predators.
- 1.2. The Contractor must ensure services are available statewide.
- 1.3. The Contractor must assess and evaluate whether a person convicted of a sexually violent offense who is eligible for release from total confinement meets the definition of a sexually violent predator as defined in RSA 135-E.
- 1.4. The Contractor must accept assignments from the Department to evaluate individuals.
- 1.5. The Contractor must accept direction relative to the assessment and evaluation from the Department's designated MDT Chairperson.
- 1.6. The Contractor, as a member of the MDT, may receive legal counsel, as necessary relative to the assessment and evaluation, from the New Hampshire Department of Justice Office of the Attorney General.
- 1.7. The Contractor must complete all work relative to the assessment and evaluation in accordance with the time frames in RSA 135-E, or as established by the Department.
- 1.8. The Contractor must assess and evaluate each individual assigned by the Department by:
 - 1.8.1. Reviewing all information and documents provided by the Department;
 - 1.8.2. Participating in a personal interview of the individual by one or more members of the MDT, as directed by the Department, if the individual opts for this interview;
 - 1.8.3. Requesting additional relevant information from the Department for assessment and evaluation, as needed;
 - 1.8.4. Meeting with the Department and other members on the MDT to discuss and review the information and records provided to evaluate and make an assessment; and
 - 1.8.5. Collaborating with the other members on the MDT to determine whether or not the individual meets the definition of a sexually violent predator in accordance with RSA 135-E.
- 1.9. Certification and Licensing

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

Exhibit B – Scope of Services

- 1.9.1. The Contractor must maintain the certifications and licensing with credentials that include:
 - 1.9.1.1. A psychologist with a doctoral degree from a school accredited by the American Psychological Association and licensed by the applicable licensing board or entity in the state of current practice; or
 - 1.9.1.2. A psychiatrist certified by the American Board of Psychiatry and Neurology and licensed by the applicable licensing board or entity in the state of current practice.
- 1.9.2. The Contractor must submit copies of recertification and licensing renewal upon recertification or license renewal, thereafter.

1.10. Reporting

- 1.10.1. The Contractor must work with other MDT members to prepare a written report of the MDT's decision in Section 1.8.5., in accordance with RSA 135-E. The Contractor must ensure the report includes, but is not limited to:
 - 1.10.1.1. Identification of MDT members and the dates that the MDT met.
 - 1.10.1.2. Description of the assessment and evaluation conducted by the MDT, including, but not limited to:
 - 1.10.1.2.1. A summary of information and documents reviewed.
 - 1.10.1.2.2. Whether or not a personal interview was conducted.
 - 1.10.1.2.3. A list of the assessment and evaluative instruments completed or administered by the MDT, if any.
 - 1.10.1.2.4. The MDT's determination as to whether the person convicted of a sexually violent offense meets the definition of sexually violent predator, as defined in RSA 135-E, and the reasons for the determination.
 - 1.10.1.2.5. The MDT's determination as to whether or not the person has a mental abnormality or personality disorder; the identification of the mental abnormality or personality disorder; and the reasons for its determination.

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

Exhibit B – Scope of Services

- 1.10.1.2.6. The MDT’s determination as to whether or not the diagnosed mental abnormality or personality disorder makes the person likely to engage in acts of sexual violence if not confined in a secure facility for long-term control, care, and treatment, and the reasons for its determination.
- 1.10.1.3. Signatures by all MDT members.
- 1.10.2. The Contractor must ensure each report is submitted to the Department pursuant to and within the time frame established by RSA 135-E.
- 1.11. Confidential Data
 - 1.11.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department’s Information Security Requirements Exhibit as referenced below.
 - 1.11.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department’s Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 1.12. Department Owned Devices, Systems and Network Usage
 - 1.12.1. If Contractor End Users, defined in the Department’s Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department’s Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
 - 1.12.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.12.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

Exhibit B – Scope of Services

- non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.12.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.12.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 1.12.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.12.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 1.12.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
 - 1.12.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
 - 1.12.1.9. Agree when utilizing the Department's email system:
 - 1.12.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.12.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.12.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

Exhibit B – Scope of Services

you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

- 1.12.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 1.12.1.10.1. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.12.1.10.2. Sign the Department’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
 - 1.12.1.10.3. Only access the Department’s intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 1.12.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.12.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department’s Information Security Office or designee immediately.

1.13. Contract End-of-Life Transition Services

1.13.1. General Requirements

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Exhibit B – Scope of Services

- 1.13.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services (“Transition Services”) from the Contractor to the Department and, if applicable, the new Contractor (“Recipient”) engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 1.13.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.13.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.
- 1.13.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.13.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and

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conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.13.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.13.2. Completion of Transition Services

1.13.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.13.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.13.3. Disagreement over Transition Services Results

1.13.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

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Exhibit B – Scope of Services

Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “The preparation of this (report, document etc.) was financed under an 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.”

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions



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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.

- 4.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, based on criteria specified in 2 CFR §200.331.
3. Payment shall be made based on a \$250 hourly rate for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, not to exceed the amount of the shared price limitation of the Agreement.
4. Travel expenses will be paid as follows:
 - 4.1. \$50 per hour during travel, up to a total of ten (10) hours per trip for time spent in transit.
 - 4.2. Economy hotel and airfare will be covered, as necessary.
 - 4.3. Meal costs may be reimbursed in accordance with the U.S. General Services Administration per diem rates for New Hampshire.
 - 4.4. The Department will provide in-state transportation, if the Contractor is flying to New Hampshire.
 - 4.5. If the Contractor uses their own vehicle for travel, mileage will be reimbursed at the current State of New Hampshire reimbursement rate to employees.
5. Payment shall be made for a one-time \$1,000 retainer. Any services rendered will be paid from the retainer and then up to the Price Limitation on the Form P-37, Block 1.8., Price Limitation. If the Department does not receive a referral for assessment and evaluation during the contract period, the Contractor will not be required to return the retainer.
6. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 6.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 6.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
 - 6.3. Identifies and requests payment in accordance with Section 3, above.
 - 6.4. Includes supporting documentation for any travel reimbursement, including, but not limited to, proof of expenditures and receipts for purchases, as applicable.

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EXHIBIT C

- 6.5. Is completed, dated and returned to the Department to initiate payment.
- 6.6. Is assigned an electronic signature and is emailed to OCOM-Invoices@dhhs.nh.gov or mailed to:

Financial Manager - OCOM
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
7. The Department shall make payments to the Contractor within thirty (30) calendar days of receipt of each invoice and any required supporting documentation, subsequent to approval of the submitted invoice.
8. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
10. If applicable, the Contractor must notify the Department of any revisions, updates, or extensions to the Contractor's federal negotiated indirect cost rate agreement (NICRA) by submitting a copy of the revised NICRA to the Department within five (5) business days of the Contractor's receipt of the NICRA from the cognizant federal agency.
11. Audits
 - 11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 11.2. If Condition A exists, the Contractor must submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the

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EXHIBIT C

requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 11.2.1. The Contractor must submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor must submit quarterly progress reports on the status of implementation of the corrective action plan.
- 11.3. If Condition B or Condition C exists, the Contractor must submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 11.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and must return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.
12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, based on 2 CFR 200.313, purchased using funds provided under this Agreement.

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Exhibit D

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

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Exhibit D

DHHS Information Security Requirements


or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

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DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a 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.

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DHHS Information Security Requirements


8. Open Wireless Networks. End User may not transmit Confidential Data via an open 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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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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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DHHS Information Security Requirements

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

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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

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/doi/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 the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. 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.

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- 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.
- 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 and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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;

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
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 Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials 

Date 4/29/2026



New Hampshire Department of Health and Human

Exhibit E

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) (“Agreement”), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the “Business Associate.” The State of New Hampshire, Department of Health and Human Services, “Department” shall be referred to as the “Covered Entity,” The Contractor and the Department are collectively referred to as “the parties.”

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - “Breach,” “Designated Record Set,” “Data Aggregation,” Designated Record Set,” “Health Care Operations,” “HITECH Act,” “Individual,” “Privacy Rule,” “Required by law,” “Security Rule,” and “Secretary.”
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. “Constructively Identifiable,” means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. “Protected Health Information” (“PHI”) as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. “Part 2 record” means any patient “Record,” relating to a “Patient,” and “Patient Identifying Information,” as defined in 42 CFR Part 2.11.
- f. “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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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Business Associate Agreement
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Exhibit E

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate’s investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate’s and the Covered Entity’s compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Lauren A. Herbert

The State

Name of the Contractor

Signed by:

Melissa A. St. Cyr, Esq.

Signed by:

Lauren A. Herbert

8974F99024F848D...

6802A6E92C78439...

Signature of Authorized Representative

Signature of Authorized Representative

Melissa A. St. Cyr, Esq.

Lauren A. Herbert

Name of Authorized Representative

Name of Authorized Representative

Chief Legal officer

Psychologist

Title of Authorized Representative

Title of Authorized Representative

4/30/2026

4/29/2026

Date

Date

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**State of New Hampshire
Independent Contractor Certification Form**

Describe the services that the individual will perform for your agency.

Assessment and evaluation regarding whether a person convicted of a sexually violent offense who is eligible for release from total confinement meets the definition of a sexually violent predator.

1. Does the agency have State employees that perform the same or similar services? Yes No
 - a. List the position titles _____
 - b. List the position numbers _____

2. Will the Agency exercise authority over the means by which the service is rendered by:
 - a. Setting work hours Yes No
 - b. Setting the work location or providing work space Yes No
 - c. Training the individual in how the services must be performed Yes No
 - d. Supervising how services are rendered Yes No
 - e. Providing tools, materials or office supplies to perform the services Yes No
 - f. Requiring periodic reports on the individual's services Yes No
 - g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants Yes No

3. Will the individual perform the services exclusively for the agency? Yes No

4. Does the individual offer these services for individuals or entities other than the State? Yes No

5. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes No

6. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes No

7. Will the Agency have the right to terminate the relationship at any time? Yes No

8. Can the individual terminate the relationship at any time without liability? Yes No

9. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes No
Please Identify Forensic Psychologist _____

10. As a matter of economic reality is the individual dependent on the State for work? Yes No

11. What is the individual's name? Dr. Lauren Herbert _____

12. Have they previously been employed by the State? Yes No
If so, what was the latest year of service? _____

13. What agency did they last work for? _____

14. What was the title of the last position they held with the State? _____

I have reviewed the certification form and the facts and circumstances relevant to the certification and attest it is true to the best of my knowledge and belief. By signing this form, I certify that the individual being hired meets the independent contractor test.

Melissa St. Cyr
Commissioner or Director

4/14/26
Date

Lauren A. Herbert, Psy.D., L.P.

PROFESSIONAL QUALIFICATIONS AND MEMBERSHIPS

- Minnesota License [REDACTED]
- Association for the Treatment and Prevention of Sexual Abuse (ATSA)
 - Fellow (ATSA-F)
 - Ethics Committee Co-Chair
- Minnesota Association for the Treatment of Sexual Abusers (MnATSA)
- Sex Offender Civil Commitment Programs Network (SOCCPN)
 - Vice President

EDUCATION

- | | | |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| PsyD | Alliant International University
Clinical and Forensic Psychology
Dissertation: "The Relationship of Committed Offenses and Learning Disabilities in Male Juvenile Offenders" | 2009 |
| BS | Eastern Michigan University
Major: Psychology
Minor: Criminology | 2005 |

AWARDS

- | | |
|--------------------------------|-----------|
| Dean's List | 2001-2005 |
| Academic Athlete of the Year | 2004-2005 |
| Academic All American | 2004-2005 |
| Academic Athletic All American | 2004-2005 |
| Ted Blau Award | 2011 |
- Meyers Neuropsychological Battery Profile of Agenesis of the Corpus Callosum: Case Studies

CURRENT EMPLOYMENT

Minnesota Sex Offender Program <i>Forensic Evaluation Department Director</i> <i>APA Chief Doctoral Internship Training Director</i>	January 2014-Present
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[REDACTED]
[REDACTED]
[REDACTED]

Manage and oversee the MSOP's Forensic Evaluation Department and the provision of all sexual violence risk assessments authored for individuals who have petitioned for a reduction in custody from their Sexually Dangerous Person and/or Sexually Psychopathic Personality commitment status. Provide psychological and operational leadership to ensure the delivery of highly specialized testing and risk assessment services. Function as a specialized technical consultant in the area of forensic assessment. Assure and oversee the competency of department members and the quality of their work. Ensure the department functions in accordance to all applicable practice established by the Minnesota Board of Psychology and the American

Psychological Association (APA). Provide management, direction, supervision, and development to training programs intended for psychology students, interns, or postdoctoral fellows. Ensure that MSOP is utilizing all assessments in the area of sex offender risk assessment in a manner consistent with standards of care. Ensure assessment of dynamic risk factors that can be changed through effortful intervention. Provide positive leadership to the department and to represent the department at policy and planning meetings. Provide expert testimony at the Commitment Appeal Panel, or the legislature on matters related to risk assessment/determination and a broad spectrum of complex psychological and psycholegal issues. Perform specific forensic sex offender evaluations for the Court as needed.

Independent Practice

Clinical and forensic practice specializing in the provision of expert forensic and general psychology services, assessment, treatment, consultation, program evaluation, and training services. Forensic evaluations of adult males and females, including risk assessment, sexual offender and sexually violent predator evaluations, competency to stand trial, mental status at the time of the offense, cognitive status, amenability to treatment, and readiness for provisional (conditional) or full (unconditional) release. Provide consultation and expert witness testimony with respect to sexual violent predator evaluations, competency to proceed, mental status, and civil commitment. Additionally provide consultation and conduct screening evaluations for sexual violent person proceedings.

EXPERT WITNESS EXPERIENCE AND QUALIFICATIONS

A significant function of the Forensic Evaluation Department Director role is to manage, oversee, and complete sexual violence risk assessments of persons who are committed to and have petitioned for a reduction in custody from MSOP. I have performed and/or overseen the provision of over 3400 of these assessments since 2011. In addition, I have provided testimony on risk assessments to the Special Review Board on over 450 occasions and have been called to provide such testimony to the Commitment Appeal Panel on 120-140 occasions. I have also completed 15 Treatment Reports to the Court and offered testimony on five occasions. I have been called to testify in a federal class action lawsuit on the provision of sexual violence risk assessments. In addition to my role as the Forensic Evaluation Department Director, I have been called to provide expert witness testimony on numerous occasions.

PREVIOUS EMPLOYMENT

Minnesota Sex Offender Program

June 2012-January 2014

Assessment Unit Director

APPIC Doctoral Internship Training Director

Directed, oversaw, and supervised the day-to-day delivery of all forms of psychological, sexual risk, neuropsychological, physiological, and assessment services provided by staff psychologists and para-professionals within MSOP. Directed, oversaw, and supervised the APPIC Doctoral Internship Training Program. Developed, implemented, and maintained a system of highly specialized diagnostic, treatment, and consultative assessment services responsive to staff and court requirements. Provided ongoing training to MSOP staff and other para-professionals. Provided consultation to the Executive Clinical Director, MSOP's Executive, facility clinical directors, and external agencies, as needed. Influenced and shaped the strategic and tactical direction of MSOP to support the overall ability to achieve short and long-term objectives. Provided testimony at the Supreme Court Appeal Panel and was available to provide testimony to the legislature related to risk assessment/determination.

Minnesota Sex Offender Program

January 2011-June 2012

Assessment Psychologist

Provided risk assessments, psychosexual assessment, psychological assessment, research, and clinical consultation in the specialized field of civilly committed sexual offenders at MSOP. Provided consultation and testimony to the Minnesota Supreme Court of Appeals Panel and special review board hearings. Specialized in the area of assessment, risk assessment, and research of sexual offenders. Completed 15 Treatment Reports to the Court and offered testimony on five occasions. Provided specialized consultation to treatment teams within a multidisciplinary treatment team. Provided clinical supervision to unlicensed psychologists, training for unlicensed psychology staff and psychological trainees, offered sophisticated problem-solving skills when providing consultations and provide mentoring and educational experiences to unlicensed psychologists to enhance department's overall clinical skills.

FORMAL TRAINING

Coast Psychiatric Associates

2009-2011

Formal Post-Doctoral Residency

Supervisor – John Knippa, Ph.D., FACPN

[REDACTED]

[REDACTED]

[REDACTED]

Provided advanced neuropsychological assessments to juveniles, adults and elderly with a history of neuropsychological symptomology. Assessments also include fitness for duty evaluations. Generated reports and assisted in civil report writing.

Long Beach Police Department

2009-2010

Formal Post-Doctoral Residency

Supervisor – Christine Choe, Psy.D.

[REDACTED]

[REDACTED]

[REDACTED]

Provided forensic psychological consultation to the executive team, management, specialized units and both sworn and department employees. Provided consultation profiles to the sex crimes detail for specific case investigation. Developed programs, training curriculums and provided research in the areas of organizational development, employee focused services, community level partnerships, etc.

Southern Youth Correctional Reception Center and Clinic

2008-2009

Pre-Doctoral APA-Accredited Internship

Supervisor – Shawn Jones-Bunn, Psy.D.

[REDACTED]

[REDACTED]

[REDACTED]

Provided both psychological treatment and assessment for male juvenile offenders with a variety of offenses, including non-violent, violent, and sexual offenses. Treatment included both individual and group therapy. Provided mental health services to a maximum security unit, as well as a mental health unit. Provided crisis intervention, assessed for suicide risk and treatment planning. Conducted psychological and cognitive assessments.

Sports Concussion Institute

2007-2009

Practicum II

Supervisor – Michelle Conover, Ph.D.

[Redacted]
[Redacted]
[Redacted]

Created treatment plan to deter recidivism in juvenile detainees held within Los Angeles County. Conducted neuropsychological assessments to juvenile offenders, stroke victims, brain injured, and athletes. Observed and scored neuropsychological batteries determined on a patient basis.

St. Louis Psychiatric Rehabilitation Center

June-August 2007

Elective Practicum

Supervisor – Rick Scott, Ph.D.

[Redacted]
[Redacted]
[Redacted]

Conducted and observed evaluations for adult defendants. These evaluations included a social and background history, MSE, adjudicative competency and mental state at the time of offense. Submitted written reports.

Sharper Future

2006-2007

Practicum I

Supervisor – Will Damon, Ph.D. (9-5-06 to 1-31-07)

Lea Chankin, Ph.D. (2-1-07 to 5-31-07)

[Redacted]
[Redacted]
[Redacted]

Provided both treatment and assessment. Provided individual and group therapy to sexual offenders, substance abusers, and dually diagnosed clients. Group therapy was created on a psychoeducational foundation and run with a cognitive behavioral orientation. The clients were educated and reflected on areas that may have led to their deviant behavior. Conducted assessments for parole and therapeutic purposes. These assessments consisted of a standard interview, background history, MCMII-III, WASI-III, MMPI-II, Abel Screen, Static-99, Stable 2000, and a Post-Polygraph interview. Administered pre-trial evaluations that consisted of a standard interview, background history, MMSE, BDI-II, BAI, and BHS.

TEACHING EXPERIENCE

Argosy University

2010-2112

Adjunct Faculty

- Maladaptive Behavior and Psychology
- Psychology and the Legal System
- Psychology of Criminal Behavior

Alliant International University

January-May 2010

Adjunct Faculty

- Biological Aspects of Behavior

Alliant International University

Teaching Assistant

Statistics I, II	2006-2008
Cognitive Assessment	2006-2007
Personality Assessment	2006-2008
Forensic Assessment	2006-2007

PROFESSIONAL SPEAKING

Long Beach Police Department

- Serial Sexual Investigation
- Stalking and the “Peeping Tom”
- The Mentally Ill Inmate

Memorial Hospital, Long Beach CA

- Threat Management – Workplace Threats
- Stalking and Threat Management

ATAP – Association of Threat Management Professionals

- Serial Sexual Investigation
- California Association of Crime Laboratory Directors
- Serial Sexual Investigation

California State University Long Beach

- Sex Crimes, Prevention, and Safety
- California Department of Corrections
- Serial Sexual Investigation

Federal Bureau of Prisons

- Residential Drug Abuse Program Milestone Ceremony: Keynote Speaker

Minnesota Sex Offender Program

- DSM-5
- Stable-2007
- Before the Burnout

University of Minnesota - Duluth

- Civil Commitment and MSOP

Department of Human Services

- Indeterminate Civil Commitments, Update for Practitioners
- Overview of the Stable-2007
- Expert Witness Testimony
- Before the Burnout

Midwestern Conference on Professional Psychology

- The Ethics of Working with Sexual Offenders

Department of Human Services Civil Commitment Continuing Legal Education

- Juvenile Offenses and Assessing Future Risk of Sex Offenders
- Risk Assessment for the Non-Risk Assessor
- Before the Burnout

MN Attorney General's Office

- Sexual Violence Risk Assessments

Sand Ridge Secure Treatment Center

- Navigating an Ethical Practice While Working to Prevent Sexual Harm

Sex Offender Civil Commitment Programs Network

- Causes of Sexual Offending Behaviors as Perceived by Individuals Who Have Sexually Offended
- Self-care, Positivity, and Fish in the Forensic Environment: Co-Keynote Speaker
- Motivating, Leading and Collaborating Through Challenge
- Panel Discussion: Best Practices in Forensic Evaluation
- The Assessment of Dynamic Risk Factors in Long Term Incarcerated Settings
- Navigating the Differential Diagnostic Process of Paraphilic Disorders – A Presentation & Panel Discussion
- Getting Out of Sexual Offense Civil Commitment
- What Shapes Our Perspective

Minnesota Association for the Treatment of Sexual Abusers

- Self-care, Positivity, and Fish in the Forensic Environment
- Risk Management Through Treatment and Supervision
- Before the Burnout
- Ethical, Competent, and Credible Expert Witness Testimony
- Navigating an Ethical Practice While Working to Prevent Sexual Harm

Association for the Treatment and Prevention of Sexual Abuse

- Be an Informed Consumer of Sexual Violence Risk Assessments
- Sexual Offender Civil Commitment: Overview and Recommendations for Program Development, Evaluation, Treatment and Management
- Civil Commitment: One Element of a Comprehensive Approach for the Management of Individuals Who have Sexually Abused
- Key Policies and Practices to Enhance Outcomes for the Indeterminately Detained/Sentenced Sexual Offending Population
- Ethically Navigating Professional Practice When Working in the Field of Sexual Abuse

CONSULTATION

Long Beach Police Department
Oakland Police Department
Long Beach Memorial Hospital
Local Police Department
New Hampshire Department of Human Services
Missouri State Public Defender's Office

RESEARCH

Serial Killing – Sexual Homicide

- *Supervisor: Eric Hickey, Ph.D.*

Neuropsychology and Juvenile Offenders

- *Supervisor: Tony Strickland, Ph.D.*

Death Penalty and Case Collection

- *Supervisor: Robert Lark, Ph.D.*

Research Projects Supervised

- Sexual Offender's Perceived Antecedents of Sexual Offending
- Typologies of Civilly Committed Sex Offenders with Levels and Variants of Psychopathology
- Causes of Sexual Offending Behaviors as Perceived by Individuals Who Have Sexually Offended
- Stability in Victim Sex and its Impact on Risk Classification in a Population of Civilly Committed Male Sexual Offenders
- Versatility in Sexual Offending
- SAPROF-SO Data Collection

PUBLICATIONS

Hickey, E. (2010). *Serial Murderers and Their Victims* 5th ed. United States: Wadsworth, Cengage Learning.

Allen, L., Knippa, J., Gross, D. (2011). *Meyers Neuropsychological Battery Profile of Agenesis of the Corpus Callosum: Case Studies*. Applied Neuropsychology. Psychology Press.

- Ted Blau Award

Jumper, S., Jackson, R., D'Orazio, D., Herbert, L., Schneider, J., & Lobanov-Rostovsky, C. (2020). *Civil Commitment: One Approach for the Management of Individuals Who Have Sexually Abused* [White paper]. Association for the Treatment of Sexual Abusers.

<https://www.atsa.com/policy/CivilCommitmentApproach%20forManagement.pdf>

RECENT PROFESSIONAL DEVELOPMENT

Darkstone-Certified PCL-R & PCL:SV

February 2019

Minnesota Association for the Treatment of Sexual Abusers

April 2019

Sex Offender Civil Commitment Program Network Conference

November 2019

Association for the Treatment of Sexual Abusers

November 2019

SAPROF Training	February 2019
Sexual Violence Risk Assessment – Forensic Version (SRA-FV)	March 2020
Sex Offender Civil Commitment Program Network Conference	October 2020
Association for the Treatment of Sexual Abusers	October 2020
SAPROF-SO Certification Training	December 2020
Minnesota Association for the Treatment of Sexual Abusers	April 2021
Armidilo-S Training	June 2021
Implementation Science Basics for Evidence-Based Risk Reduction in Justice Settings	August 2021
Sex Offender Civil Commitment Program Network Conference	September 2021
Association for the Treatment of Sexual Abusers	September 2021
Minnesota Association for the Treatment of Sexual Abusers	April 2022
Sex Offender Civil Commitment Program Network Conference	September 2022
Association for the Treatment of Sexual Abusers	September 2022
Identifying and Evaluating Defendants with Mild Intellectual Disability	December 2022
Static-99R	January 2023
Psychopathy and Violence Risk Assessment	March 2023
The Value of Protective Factors for SVP Programs	March 2023
SAPROF-SO Certification training	April 2023
Minnesota Association for the Treatment of Sexual Abusers	April 2023
Sexual Interest Assessments and the PPG	May 2023
Static-2002R	July 2023
2023 Civil Commitment CLE Seminar	September 2023
Sex Offender Civil Commitment Program Network Conference	September 2023
Association for the Treatment and Prevention of Sexual Abuse	September 2023
Stable-2007 and Acute-2007	March 2024
Minnesota Association for the Treatment of Sexual Abusers	April 2024
Ethics in Forensic Psychological Practice	August 2024
2024 Civil Commitment CLE Seminar	September 2024
Sex Offender Civil Commitment Program Network Conference	October 2024
Association for the Treatment and Prevention of Sexual Abuse	October 2024
Post-Incident Threat Management	November 2024
SAPROF-SO	November 2024
BCA – Threat Evaluation and Reporting	January 2025
Minnesota Association for the Treatment of Sexual Abusers	April 2025
Sex Offender Civil Commitment Program Network Conference	September 2024
Association for the Treatment of Sexual Abusers	September 2021

Subject: RFA-2027-OCOM-02-MULTI-02 – Multidisciplinary Team

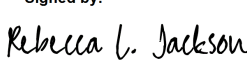
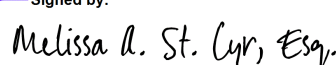
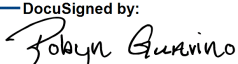
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Rebecca L. Jackson		1.4 Contractor Address 500 San Lino Circle #514 Venice, FL 34292	
1.5 Contractor Phone Number 863-558-8152	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2028	1.8 Price Limitation \$100,000 shared price limitation
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by:  Date: 5/1/2026		1.12 Name and Title of Contractor Signatory Rebecca L. Jackson Rebecca Jackson, PhD	
1.13 State Agency Signature Signed by:  Date: 5/4/2026		1.14 Name and Title of State Agency Signatory Melissa A. St. Cyr, Esq. Chief Legal Officer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by:  On: 5/5/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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, 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 1.13 (“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.

3.3 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. 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 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 for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.


6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

Contractor Initials 
Date 5/1/2026

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, Subparagraph 3.1., Effective Date/Completion of Services, is amended as follows:
 - 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, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2026 (“Effective Date”).
 - 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:
 - 3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.3. Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:
 - 6.1. In connection with the performance of the Services, the Contractor shall comply with all applicable 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, RSA 151:21 Patients’ Bill of Rights, civil rights and equal employment opportunity laws, and the Governor’s order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
 - 1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:
 - 12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
 - 1.5. Paragraph 14, Insurance, is amended by deleting subparagraph 14.1.1., in its entirety and replacing it as follows:

Initials
RWJ

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

EXHIBIT A

- 14.1.1. Professional liability insurance against any wrongful act, occurrence, or personal injury offense, in amounts of not less than \$1,000,000 each claim and \$3,000,000 general aggregate; and

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

Exhibit B – Scope of Services

Scope of Services

1. Statement of Work

- 1.1. The Contractor must serve as a member of the Multidisciplinary Team (MDT), as required by New Hampshire RSA 135-E, Involuntary Civil Commitment of Sexually Violent Predators, and New Hampshire Administrative Rule He-C 701, Involuntary Civil Commitment of Sexually Violent Predators.
- 1.2. The Contractor must ensure services are available statewide.
- 1.3. The Contractor must assess and evaluate whether a person convicted of a sexually violent offense who is eligible for release from total confinement meets the definition of a sexually violent predator as defined in RSA 135-E.
- 1.4. The Contractor must accept assignments from the Department to evaluate individuals.
- 1.5. The Contractor must accept direction relative to the assessment and evaluation from the Department’s designated MDT Chairperson.
- 1.6. The Contractor, as a member of the MDT, may receive legal counsel, as necessary relative to the assessment and evaluation, from the New Hampshire Department of Justice Office of the Attorney General.
- 1.7. The Contractor must complete all work relative to the assessment and evaluation in accordance with the time frames in RSA 135-E, or as established by the Department.
- 1.8. The Contractor must assess and evaluate each individual assigned by the Department by:
 - 1.8.1. Reviewing all information and documents provided by the Department;
 - 1.8.2. Participating in a personal interview of the individual by one or more members of the MDT, as directed by the Department, if the individual opts for this interview;
 - 1.8.3. Requesting additional relevant information from the Department for assessment and evaluation, as needed;
 - 1.8.4. Meeting with the Department and other members on the MDT to discuss and review the information and records provided to evaluate and make an assessment; and
 - 1.8.5. Collaborating with the other members on the MDT to determine whether or not the individual meets the definition of a sexually violent predator in accordance with RSA 135-E.
- 1.9. Certification and Licensing

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

Exhibit B – Scope of Services

- 1.9.1. The Contractor must maintain the certifications and licensing with credentials that include:
 - 1.9.1.1. A psychologist with a doctoral degree from a school accredited by the American Psychological Association and licensed by the applicable licensing board or entity in the state of current practice; or
 - 1.9.1.2. A psychiatrist certified by the American Board of Psychiatry and Neurology and licensed by the applicable licensing board or entity in the state of current practice.
- 1.9.2. The Contractor must submit copies of recertification and licensing renewal upon recertification or license renewal, thereafter.

1.10. Reporting

- 1.10.1. The Contractor must work with other MDT members to prepare a written report of the MDT's decision in Section 1.8.5., in accordance with RSA 135-E. The Contractor must ensure the report includes, but is not limited to:
 - 1.10.1.1. Identification of MDT members and the dates that the MDT met.
 - 1.10.1.2. Description of the assessment and evaluation conducted by the MDT, including, but not limited to:
 - 1.10.1.2.1. A summary of information and documents reviewed.
 - 1.10.1.2.2. Whether or not a personal interview was conducted.
 - 1.10.1.2.3. A list of the assessment and evaluative instruments completed or administered by the MDT, if any.
 - 1.10.1.2.4. The MDT's determination as to whether the person convicted of a sexually violent offense meets the definition of sexually violent predator, as defined in RSA 135-E, and the reasons for the determination.
 - 1.10.1.2.5. The MDT's determination as to whether or not the person has a mental abnormality or personality disorder; the identification of the mental abnormality or personality disorder; and the reasons for its determination.

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

Exhibit B – Scope of Services

- 1.10.1.2.6. The MDT’s determination as to whether or not the diagnosed mental abnormality or personality disorder makes the person likely to engage in acts of sexual violence if not confined in a secure facility for long-term control, care, and treatment, and the reasons for its determination.
- 1.10.1.3. Signatures by all MDT members.
- 1.10.2. The Contractor must ensure each report is submitted to the Department pursuant to and within the time frame established by RSA 135-E.
- 1.11. Confidential Data
 - 1.11.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department’s Information Security Requirements Exhibit as referenced below.
 - 1.11.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department’s Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 1.12. Department Owned Devices, Systems and Network Usage
 - 1.12.1. If Contractor End Users, defined in the Department’s Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department’s Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
 - 1.12.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.12.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

Exhibit B – Scope of Services

non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

- 1.12.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.12.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.12.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.12.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.12.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.12.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.12.1.9. Agree when utilizing the Department's email system:
 - 1.12.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.12.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.12.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If



Contractor Initials: _____

Date: 5/1/2026

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

Exhibit B – Scope of Services

you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

- 1.12.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 1.12.1.10.1. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.12.1.10.2. Sign the Department’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
 - 1.12.1.10.3. Only access the Department’s intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 1.12.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.12.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department’s Information Security Office or designee immediately.

1.13. Contract End-of-Life Transition Services

1.13.1. General Requirements

**New Hampshire Department of Health and Human Services
Multidisciplinary Team**

Exhibit B – Scope of Services

- 1.13.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services (“Transition Services”) from the Contractor to the Department and, if applicable, the new Contractor (“Recipient”) engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 1.13.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.13.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.
- 1.13.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.13.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and

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Exhibit B – Scope of Services

conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.13.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.13.2. Completion of Transition Services

1.13.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.13.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.13.3. Disagreement over Transition Services Results

1.13.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

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Exhibit B – Scope of Services

Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “The preparation of this (report, document etc.) was financed under an 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.”

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions

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Exhibit B – Scope of Services

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.

- 4.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, based on criteria specified in 2 CFR §200.331.
3. Payment shall be made based on a \$250 hourly rate for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, not to exceed the amount of the shared price limitation of the Agreement.
4. Travel expenses will be paid as follows:
 - 4.1. \$50 per hour during travel, up to a total of ten (10) hours per trip for time spent in transit.
 - 4.2. Economy hotel and airfare will be covered, as necessary.
 - 4.3. Meal costs may be reimbursed in accordance with the U.S. General Services Administration per diem rates for New Hampshire.
 - 4.4. The Department will provide in-state transportation, if the Contractor is flying to New Hampshire.
 - 4.5. If the Contractor uses their own vehicle for travel, mileage will be reimbursed at the current State of New Hampshire reimbursement rate to employees.
5. Payment shall be made for a one-time \$1,000 retainer. Any services rendered will be paid from the retainer and then up to the Price Limitation on the Form P-37, Block 1.8., Price Limitation. If the Department does not receive a referral for assessment and evaluation during the contract period, the Contractor will not be required to return the retainer.
6. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 6.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 6.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
 - 6.3. Identifies and requests payment in accordance with Section 3, above.
 - 6.4. Includes supporting documentation for any travel reimbursement, including, but not limited to, proof of expenditures and receipts for purchases, as applicable.

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EXHIBIT C

- 6.5. Is completed, dated and returned to the Department to initiate payment.
- 6.6. Is assigned an electronic signature and is emailed to OCOM-Invoices@dhhs.nh.gov or mailed to:

Financial Manager - OCOM
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
7. The Department shall make payments to the Contractor within thirty (30) calendar days of receipt of each invoice and any required supporting documentation, subsequent to approval of the submitted invoice.
8. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
10. If applicable, the Contractor must notify the Department of any revisions, updates, or extensions to the Contractor's federal negotiated indirect cost rate agreement (NICRA) by submitting a copy of the revised NICRA to the Department within five (5) business days of the Contractor's receipt of the NICRA from the cognizant federal agency.
11. Audits
 - 11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 11.2. If Condition A exists, the Contractor must submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the

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EXHIBIT C

requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 11.2.1. The Contractor must submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor must submit quarterly progress reports on the status of implementation of the corrective action plan.
- 11.3. If Condition B or Condition C exists, the Contractor must submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 11.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and must return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.
12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, based on 2 CFR 200.313, purchased using funds provided under this Agreement.

New Hampshire Department of Health and Human Services

Exhibit D

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

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements


or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

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DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a 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.

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DHHS Information Security Requirements


8. Open Wireless Networks. End User may not transmit Confidential Data via an open 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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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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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DHHS Information Security Requirements

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

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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

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/doi/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 the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. 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.

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DHHS Information Security Requirements

- 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.
- 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 and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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;

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
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 Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials 

Date 5/1/2026



New Hampshire Department of Health and Human

Exhibit E

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) (“Agreement”), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the “Business Associate.” The State of New Hampshire, Department of Health and Human Services, “Department” shall be referred to as the “Covered Entity,” The Contractor and the Department are collectively referred to as “the parties.”

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - “Breach,” “Designated Record Set,” “Data Aggregation,” Designated Record Set,” “Health Care Operations,” “HITECH Act,” “Individual,” “Privacy Rule,” “Required by law,” “Security Rule,” and “Secretary.”
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. “Constructively Identifiable,” means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. “Protected Health Information” (“PHI”) as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. “Part 2 record” means any patient “Record,” relating to a “Patient,” and “Patient Identifying Information,” as defined in 42 CFR Part 2.11.
- f. “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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations ^{Initial} used,

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Rebecca L. Jackson

The State

Name of the Contractor

Signed by:

Melissa A. St. Cyr, Esq.

Signed by:

Rebecca L. Jackson

8974F99024F848D...

4047D409FF7D442...

Signature of Authorized Representative

Signature of Authorized Representative

Melissa A. St. Cyr, Esq.

Rebecca L. Jackson

Name of Authorized Representative

Name of Authorized Representative

Chief Legal officer

Rebecca Jackson, PhD

Title of Authorized Representative

Title of Authorized Representative

5/4/2026

5/1/2026

Date

Date

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**State of New Hampshire
Independent Contractor Certification Form**

Describe the services that the individual will perform for your agency.

- | | | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. | Does the agency have State employees that perform the same or similar services?
a. List the position titles _____
b. List the position numbers _____ | Yes | No |
| 2. | Will the Agency exercise authority over the means by which the service is rendered by:
a. Setting work hours
b. Setting the work location or providing work space
c. Training the individual in how the services must be performed
d. Supervising how services are rendered
e. Providing tools, materials or office supplies to perform the services
f. Requiring periodic reports on the individual's services
g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants | Yes | No |
| 3. | Will the individual perform the services exclusively for the agency? | Yes | No |
| 4. | Does the individual offer these services for individuals or entities other than the State? | Yes | No |
| 5. | Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? | Yes | No |
| 6. | Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? | Yes | No |
| 7. | Will the Agency have the right to terminate the relationship at any time? | Yes | No |
| 8. | Can the individual terminate the relationship at any time without liability? | Yes | No |
| 9. | Are the services the individual will provide an independently established trade, occupation, profession, or business?
Please Identify _____ | Yes | No |
| 10. | As a matter of economic reality is the individual dependent on the State for work? | Yes | No |
| 11. | What is the individual's name? _____ | | |
| 12. | Have they previously been employed by the State?
If so, what was the latest year of service? _____ | Yes | No |
| 13. | What agency did they last work for? _____ | | |
| 14. | What was the title of the last position they held with the State? _____ | | |

I have reviewed the certification form and the facts and circumstances relevant to the certification and attest it is true to the best of my knowledge and belief. By signing this form, I certify that the individual being hired meets the independent contractor test.

Commissioner or Director

Date

Rebecca L. Jackson, Ph.D., PMP

Professional Appointments

Current

Recovery Solutions

Vice President of Clinical Operations

Oversee contract implementation and other project initiatives as part of the Project Management Office. Provide onsite implementation and project support as needed. Leverage shared services best practices in technology, automation, and organizational transformation across business lines. Support the development, implementation, and operation of processes and services to ensure smooth and efficient functioning across RS facilities and programs.

2020- January 2025

Recovery Solutions

Vice President of Mental Health

Provided oversight of behavioral health operations in 32 facilities and programs across four service delivery lines. Provided leadership and support to mental health operations, including psychology, social work, counseling, rehabilitation programs, substance use disorder treatment, and recreation. Populations include adults, children, and adolescents. Ensured compliance with contracts, regulations, and accreditation requirements. Monitored performance metrics and related performance improvement activities. Identified and executed division-wide strategic planning initiatives. Prepared programs for accreditation, including The Joint Commission, CARF, and NCCHC. Project lead on multiple program start-ups to include proposal development, program development and implementation, staff recruitment and training, and policy and procedure development.

2018- 2020

Wellpath Recovery Solutions

Director of SVP Clinical Programs

Provided clinical support to forensic and secure treatment facilities within Wellpath Recovery Solutions. Provided consultation, training, and quality assurance services to nine facilities throughout the company. Served as project lead for new program transition and operational/budgetary oversight over existing program.

2012 - 2018

Wellpath Recovery Solutions/Correct Care Recovery Solutions, LLC. Florida

Civil Commitment Center (Formerly GEO Care, LLC)

Clinical Director

Managed Clinical Department at 720-bed civil commitment facility. Responsible for the hiring, supervision, and performance evaluation of 39 staff members. Managed and supervised programming activities, performance improvement projects, behavior management system, and housing assignments. Facilitated institution-wide Strategic Planning process. Chair, Environment of Care

Committee. Member of the Executive Management Group that managed all facility departments and operations. Participated in writing business proposals and conducting program consultations.

Beginning in January, 2017, assumed clinical oversight for Texas Civil Commitment Center and South Carolina Sexually Violent Predator Treatment Program. Responsibilities included acting as Transition Co-Lead and Clinical Programs Lead for the South Carolina Sexually Violent Predator Treatment Program transition. Provided Clinical Leadership support to the Texas Civil Commitment Center by mentoring Clinical Directors and providing on-site support during his/her absence. Facilitated Strategic Planning initiative for Texas Civil Commitment Center.

2011-2012

Wellpath Recovery Solutions/Correct Care Recovery Solutions, LLC. Florida Civil Commitment Center (Formerly GEO Care, LLC)

Assistant Clinical Director

Along with the Clinical Director, responsible for the overall delivery and supervision of the Comprehensive Treatment Program. Supervised Clinical Teams, participated in Performance Improvement, and Co-Chaired Behavior Management Committee.

2010-2011

South Carolina Sexually Violent Predator Program

Chief Psychologist

Conducted court-ordered evaluations regarding eligibility for civil commitment. Managed Penile Plethysmograph (PPG) lab and supervised laboratory technician. Consultant to treatment providers and program leadership.

2010-2013

Pacific Graduate School of Psychology at Palo Alto University, Palo Alto, CA Associate Professor

Director, Forensic and Correctional Mental Health Counseling Program. Developed and administered blended master's degree program to provide customized training to counselors seeking to work in forensic and correctional environments. Required knowledge of program development and evaluation, accreditation processes, budgeting, staffing, and supervision.

2004-2010

Pacific Graduate School of Psychology at Palo Alto University, Palo Alto, CA Assistant Professor

Director, Forensic Psychology PhD Emphasis

Assistant Director, Law and Psychology Program

Tenure-track assistant professor responsible for program teaching at the graduate level, chairing dissertation projects and related student research, maintaining an active research and publication record, and participating in faculty governance. Administrative responsibilities included directing the forensic psychology specialty track within the Clinical PhD program and serving as assistant director of the JD/PhD program in conjunction with Golden Gate University School of Law.

2007- ***Independent Contractor***, Forensic Evaluations; Sex Offender Civil Commitment
 Conduct sex offender civil commitment evaluations, both pre- and post-
 commitment. Provide expert testimony and/or consultation regarding sex offender
 civil commitment programming, populations, and best practices. Provide training
 and research in areas of forensic psychology and sex offender civil commitment.

2005 - 2010 ***Washington Institute for Mental Illness Research & Training***, Steilacoom, WA
 Consultant to Washington State’s Civil Commitment Program for Sexually
 Violent Predators
 Contracted through the University of Washington to provide research and training
 services to Washington’s sex offender civil commitment program. Developed and
 maintained clinical database; conducted internal and peer-reviewed research;
 consulted to program leadership regarding program development and evaluation;
 participated in development of rating instrument for use by external quality of
 care inspection team.

Education & Licensure

2003-2004 ***University of Washington School of Medicine***
 Clinical Psychology Residency, Public Behavioral Health & Justice Policy
 Interdisciplinary Clinical Research Skills Training: NIMH R25 MH60486
 (Grantsmanship Seminar)

2004 Ph.D. ***University of North Texas***, Denton, TX

2001 M.S. ***University of North Texas***, Denton, TX

1995 B.A. ***West Virginia University***, Morgantown, WV
 Bachelor of Arts in Psychology, Summa Cum Laude

Licensed Psychologist (Clinical)

2006 Washington # [REDACTED]

2012 Florida [REDACTED]

2016 South Carolina # [REDACTED]

2019 Texas [REDACTED]

2018 ***National Register Health Service Psychologist #*** [REDACTED]

2025 ***Project Management Professional (PMP)***

Professional Affiliations & Activities

Past-President, Sex Offender Civil Commitment Programs Network
 Chair, Forensic Assessment Panel, 4th International Congress on Psychology & Law
 American Psychological Association (APA)
 Project Management Institute (PMI)

Awards & Honors

Theodore Blau Early Career Award for outstanding early career contributions to Clinical Psychology, American Psychological Foundation and Division 12 of the American Psychological Association, 2008
Director's Award for Excellence in Research, Teaching, & Clinical Skill
University of Washington School of Medicine, 2004
Phi Beta Kappa

Publications

Textbooks

Jackson, R. L. & Roesch, R. (2016). *Learning Forensic Assessment: Research and Practice* (2nd Edition). New York, NY: Routledge/Taylor & Francis.

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

Peer-Reviewed Publications & Academic Book Chapters (Complete List Available Upon Request)

Author or co-author of approximately 50 peer-reviewed journal articles and book chapters in scientific journals and publications. Representative topics include:

- Clinical & Forensic Evaluations
- Risk Assessment
- Personality Assessment
- Validation and Psychometric Analyses of Psychological Instruments
- Malingering and Related Response Styles
- Sexual Offender Civil Commitment
- Adult and Adolescent Assessment & Treatment