

26 Mar



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Nancy L. Rollins
Interim Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

January 26, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Sole Source** contract with Evident Change (VC#164062), Madison, WI, in the amount of \$269,300 to review and revise the Structured Decision Making ® (SDM®) assessment tools used by the Bureau of Elderly and Adult Services (BEAS) serving individuals in the Adult Protective Services (APS) program, with the option to renew for up to two additional years, effective March 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023, 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.

05-95-48-481010-26040000 - HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ELDER JUSTICE ARP GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Community Grants	48130624	\$36,500
2023	074-500585	Community Grants	48130624	\$232,800
			Total	\$269,300

EXPLANATION

This request is **Sole Source** because the Contractor is the only contractor able to provide the necessary services for the Department's APS program. The Contractor is the only company that develops and supports decision-making models that incorporate actuarial risk assessments for APS programs. The Contractor developed and owns all intellectual property rights, title, and interest, including copyrights, of Structured Decision Making ® (SDM®). This research-based, proprietary model assesses for safety and risk, and guides decision-making at key points during work with adults for whom abuse and/or neglect has been alleged or identified. These tools consist of various actuarial assessment tools, including but not limited to Intake, Safety, Risk, and Strengths and Needs. Evident Change, formerly National Council on Crime and Delinquency, was first approved to contract with BEAS on June 13, 2007 through September 30, 2009 after a

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

competitive bid process through which they were the only respondent. The contract was renewed to extend services through June 30, 2012. From 2007-2012, Evident Change conducted extensive NH-based research in order to develop the actuarial assessment tools that were implemented and integrated into the APS case management system that remains in use today. The Department has determined that the Contractor's research-based tools are superior to other models in terms of reliability and validity with decision-making guidance.

The purpose of this request is for the Contractor to work with APS to review and revise the actuarial assessment tools used in NH, to update the manual that supports the tools, and to certify APS' automated versions of the tools. The updated tools will allow APS to ensure uniformity and consistency with its approach to service delivery.

The SDM® assessment tools used by APS have not been reviewed or revised for close to a decade. APS observes that adults in need of protective services encounter an increased variety of situations including, but not limited to exploitive scams; homelessness; substance use disorders; and the Covid-19 pandemic, that require increased guidance with decision-making to ensure appropriate and adequate service delivery. The Contractor will conduct a series of activities including, but not limited to planning; discovery; data analysis; assessment customization; training; evaluation; and design, consulting and certification in order to review and revise the actuarial assessment tools needed for current decision-making guidance.

The Department will monitor services by reviewing the monthly project status reports, and the summary memo of analysis and discovery activities findings submitted by the Contractor.

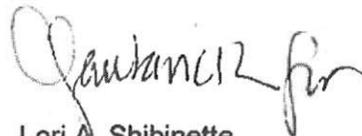
As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the ability of APS staff to make timely and appropriate decisions that impact the well-being of adults in need of protective services will remain significantly diminished, resulting in potential ongoing abuse and neglect, including fatalities. Additionally, Evident Change needs to approve and certify any changes to the SDM® system that are not made by them. Because the SDM® model is proprietary and took years of research to customize for APS in NH, the Department would be at risk of not getting changes approved and/or investing years of research and customization to develop a system that does not infringe on SDM®.

Source of Federal Funds: Assistance Listing Number #93.747, FAIN #2101NHAPC6

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Structured Decision Making Assessment Review and Revision (SS-2022-DLTSS-01-STRUC-01)

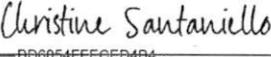
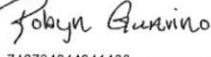
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Evident Change		1.4 Contractor Address 426 S. Yellowstone Drive Madison, WI 53719	
1.5 Contractor Phone Number (800) 306-6223	1.6 Account Number 05-95-48-481010-26040000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$269,300
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  <small>4AFF73F0229B493...</small> Date: 2/16/2022		1.12 Name and Title of Contractor Signatory Katherine Park CEO	
1.13 State Agency Signature <small>DocuSigned by:</small>  <small>DD0054FFEEED494...</small> Date: 3/6/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) <small>DocuSigned by:</small> By:  <small>748734844941480...</small> On: 3/7/2022			
1.17 Approval by the Governor and Executive Council (<i>if applicable</i>) 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 as indicated in block 1.17, 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. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials 
Date 2/16/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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.

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

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) 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) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on March 1, 2022 or upon Governor and Executive Council approval, whichever is later ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) 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 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. 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 how corrective action shall be managed if the subcontractor's performance is inadequate. 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.

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this agreement to the NH Division of Long-Term Services and Supports, Bureau of Elderly and Adult Services (BEAS). The Contractor shall:
 - 1.1.1. Review and revise the Structured Decision Making ® (SDM®) assessment tools for Adult Protective Services, using de-identified, aggregate data only, in order for the Department to implement the updates in its database.
 - 1.1.2. For the purposes of this agreement, all references to days shall mean business days, Monday through Friday.
- 1.2. Planning:
 - 1.2.1. The Contractor shall schedule initial project planning meetings, as needed either by phone or virtually, as determined by the Department, to:
 - 1.2.1.1. Meet the BEAS project team;
 - 1.2.1.2. Describe roles and responsibilities; and
 - 1.2.1.3. Outline project deliverables and timelines.
 - 1.2.2. The Contractor shall conduct monthly project status calls with the BEAS project team.
 - 1.2.3. The Contractor shall provide ongoing oversight through:
 - 1.2.3.1. Remote project status meetings and calls; and
 - 1.2.3.2. Monthly project status reports.
 - 1.2.4. The Contractor shall conduct a kickoff meeting with the BEAS project team and stakeholders to provide an overview of the Structured Decision Making® (SDM) system design principles, project activities, and proposed project timeline.
 - 1.2.5. In collaboration with the Department during the planning stage, the Contractor shall co-create a logic model that includes, but is not limited to:
 - 1.2.5.1. The shared vision of success for the SDM system.
 - 1.2.5.2. Evaluation benchmarks and targets for accurate, consistent and equitable decision making.
 - 1.2.6. The Contractor shall facilitate discussions, as needed, that include, but are not limited to:
 - 1.2.6.1. Evaluation activities.

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT B**

- 1.2.6.2. Inter-rater reliability (IRR) testing.
 - 1.2.6.3. Survey data collection and analysis.
 - 1.2.6.4. Administrative data analysis.
 - 1.2.6.5. Field testing to evaluate SDM system implementation and impact.
- 1.3. Discovery:
- 1.3.1. The Contractor shall conduct a review of:
 - 1.3.1.1. Relevant statutes and policy pertaining to New Hampshire Adult Protective Services (APS);
 - 1.3.1.2. Existing forms, assessments and training modules, including tools developed internally by the Department; and
 - 1.3.1.3. All relevant reports describing operations, issues, or findings regarding APS programs.
 - 1.3.2. To understand BEAS practices, and support the logic model and evaluation plan noted above, the Contractor, together with relevant stakeholders identified and approved by the Department, shall conduct a series of activities that may include, but are not limited to:
 - 1.3.2.1. Listening sessions.
 - 1.3.2.2. Focus groups.
 - 1.3.2.3. Surveys.
 - 1.3.2.4. Case readings and/or observations of de-identified information.
 - 1.3.3. The Contractor shall analyze administrative data to:
 - 1.3.3.1. Examine how the SDM intake assessment, safety assessment, risk assessment, and strengths and needs assessment/reassessment are currently used in practice;
 - 1.3.3.2. Establish a baseline for comparison with future practice and decision making with updated tools;
 - 1.3.3.3. Support the project team with updating the SDM tools, including streamlining tools developed internally by the Department; and
 - 1.3.3.4. Identify areas requiring additional, more thorough data reviews.
 - 1.3.4. Depending on the data available, the Contractor shall analyze assessment results that include, but are not limited to:

DS
kp

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT B**

- 1.3.4.1. Results across various population groupings where sample sizes are sufficient.
- 1.3.4.2. The most common items selected on assessments.
- 1.3.4.3. Screening and response priority recommendations by safety information.
- 1.3.4.4. SDM assessment completion rates.
- 1.3.4.5. Distribution of overrides and final SDM assessment recommendation.
- 1.3.4.6. Comparison of action taken to final SDM assessment recommendation.
- 1.3.5. The Contractor shall provide a summary memo of findings from the analysis and discovery activities to the Department.
- 1.4. Assessment Customization:
 - 1.4.1. The Contractor shall facilitate in-person or remote customization meetings, as determined by the Department, for BEAS identified participants and/or workgroups. The Contractor shall:
 - 1.4.1.1. Prepare materials for the workgroups;
 - 1.4.1.2. Incorporate recommendations into a revised manual;
 - 1.4.1.3. Facilitate the Department's final review and approval;
 - 1.4.1.4. Produce an edited and formatted manual; and
 - 1.4.1.5. Provide the finalized assessment tools and updated policy and procedures manual post customization.
- 1.5. Training:
 - 1.5.1. The Contractor shall develop training curriculum on each of the SDM assessments.
 - 1.5.2. The Contractor shall deliver a 3-day, in-person training that includes, but is not limited to :
 - 1.5.2.1. Changes made to the SDM assessments.
 - 1.5.2.2. Policy and procedure revisions.
 - 1.5.2.3. PowerPoint presentation with speaker notes.
 - 1.5.2.4. All related practice exercises and keys.
- 1.6. Evaluation Activities:
 - 1.6.1. The Contractor shall evaluate SDM system evaluation through activities that may include, but are not limited to:

DS
kp

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT B**

- 1.6.1.1. Follow-up surveys.
 - 1.6.1.2. Training evaluation.
 - 1.6.1.3. Qualitative case reviews.
 - 1.6.1.4. IRR or field testing.
 - 1.6.1.5. SDM data analytics.
- 1.7. Design, Consulting, and Certification:
- 1.7.1. The Contractor shall work with BEAS and/or IT staff to guide the integration of SDM components into the BEAS case management system by developing:
 - 1.7.1.1. Comprehensive requirements and specifications;
 - 1.7.1.2. Design documents; and
 - 1.7.1.3. Testing plans.
 - 1.7.2. The Contractor shall provide documentation certifying the resulting integration as "SDM system compliant."
 - 1.7.3. The Contractor shall ensure the tools, policies and workflows are implemented according to the policy and procedures manual developed.
 - 1.7.4. The Contractor shall start with an initial set of implementation guidelines outlining integration and certification requirements to:
 - 1.7.4.1. Develop detailed requirements that cover:
 - 1.7.4.1.1. All aspects of each SDM tool's functionality; and
 - 1.7.4.1.2. Integration into existing systems and workflows.
 - 1.7.5. The Contractor shall work with BEAS staff to ensure the above requirements fit seamlessly within existing BEAS standards, systems and workflows.
 - 1.7.6. The Contractor shall work with BEAS staff to translate requirements into detailed specifications and designs that include, but are not limited to:
 - 1.7.6.1. Data structures.
 - 1.7.6.2. User interface elements.
 - 1.7.6.3. User interactions.
 - 1.7.7. The Contractor shall test the implementation at the conclusion of the development process in order to certify it as "SDM system compliant" through validations that include, but are not limited to:
 - 1.7.7.1. System behavior.

DS
kp

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT B**

- 1.7.7.2. Confirmation that the implementation is functionally robust in various scenarios.
- 1.7.7.3. Assessment scores based on various possible inputs are as defined by:
 - 1.7.7.3.1. The policy and procedures manual;
 - 1.7.7.3.2. Proper input validation;
 - 1.7.7.3.3. Availability of correct input fields for different scenarios; and
 - 1.7.7.3.4. Successful and/or accurate assessment data storage and retrieval.

2. Exhibits Incorporated

- 2.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.2. The Contractor shall comply with all Exhibits D through H, and J and K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly project status reports to the Department ensure ongoing project oversight, which includes, but is not limited to:
 - 3.1.1. Planning activities.
 - 3.1.2. Logic model development.
 - 3.1.3. Discovery and analysis activities.
- 3.2. The Contractor shall submit a summary memo of analysis and discovery activities findings.

4. Performance Measures

- 4.1. The Department will monitor Contractor performance by reviewing the monthly project status reports, and the summary memo of analysis and discovery activities findings.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT B**

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. 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.

5.2. Credits and Copyright Ownership

5.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall 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."

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

5.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.2.3.1. Brochures.
- 5.2.3.2. Resource directories.
- 5.2.3.3. Protocols or guidelines.
- 5.2.3.4. Posters.
- 5.2.3.5. Reports.

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

5.2.5. The Contractor has developed and owns all intellectual property rights, title, and interest, including copyrights in Structured Decision Making® (SDM), a case management decision-making protocol for child protective services, adult protective services, family prevention services, and substitute care providers consisting of various components, including but not limited to screening criteria, risk assessment, policies, procedures, manuals, and software.

5.2.6. The Contractor hereby grants to the Department a nonexclusive, perpetual, worldwide, fully paid-up license to reproduce, install, and

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT B**

display SDM® for its internal purposes with no sublicensing rights.

- 5.2.7. The Department agrees to assign all its rights, title, and interest in any modifications or additions to SDM that it authors, solely or with the Contractor, to the Contractor for no additional consideration. The Contractor shall grant back to the Department a nonexclusive, perpetual, worldwide, fully paid-up license to use such modifications or additions for its internal purposes with no sublicensing rights.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
- 6.1.1. 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.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. 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 shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

DS
kp

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, American Rescue Plan (ARP) for APS, as awarded on August 3, 2021, by the U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES, Administration for Community Living , Assistance Listing# 93.747, FAIN# 2101NHAPC6.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be made upon completion and approval by the Department of the deliverables as specified in Exhibits C-1, Price and Payment Schedule through Exhibit C-2, Price and Payment Schedule.
 - 3.1. The Deliverable Due Dates specified in Exhibits C-1, Price and Payment Schedule through Exhibit C-2, Price and Payment Schedule are subject to change, as determined by the Department and agreed upon by the Contractor in writing.
4. The Contractor shall submit an invoice in a form satisfactory to the Department no later than thirty (30) days after completing the deliverables as specified in Exhibits C-1, Price and Payment Schedule through Exhibit C-2, Price and Payment Schedule. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to shawn.e.martin@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT C**

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting 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.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under^{PS} the

kp

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT C**

Contract to which exception has been taken, or which have been disallowed because of such an exception.

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT C-1, Price and Payment Schedule**

State Fiscal Year 2022		
Deliverable Description	Deliverable Due Date	Price
Subsection 1.2. Planning	April 30, 2022	\$36,500
TOTAL		\$36,500

**New Hampshire Department of Health and Human Services
Structured Decision Making Assessment Review and Revision
EXHIBIT C-2, Price and Payment Schedule**

State Fiscal Year 2023		
Deliverable Description	Deliverable Due Date	Price
Subsection 1.3. Discovery	August 31, 2022	\$26,500
Subparagraphs 1.3.3. and 1.3.4. Data Analysis	July 31, 2022	\$25,000
Subsection 1.4. Assessment Customization	December 31, 2022	\$49,900
Subsection 1.7. Design, Consulting, Certification	April 30, 2023	\$60,000
Subsection 1.5. Training	June 30, 2023	\$41,400
Subsection 1.6. Evaluation	June 30, 2023	\$30,000
TOTAL		\$232,800



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

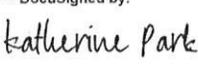
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Contractor Name: Evident Change

2/16/2022

Date

DocuSigned by:

 4AFF73F0220B403
 Name: Katherine Park
 Title: CEO

Contractor Initials 
 Date 2/16/2022



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

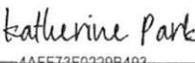
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name: Evident Change

2/16/2022

Date

DocuSigned by:

 4AFF73F0230B403
 Name: Katherine Park
 Title: CEO

DS
kp



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

^{DS}
kp



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Evident Change

2/16/2022

Date

DocuSigned by:

Katherine Park

Name: Katherine Park

Title: CEO

DS
kp

Vendor Initials

2/16/2022
Date



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Vendor Initials

DS
kp

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



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

Vendor Name: Evident Change

2/16/2022

Date

DocuSigned by:

Katherine Park

Name: Katherine Park

Title: CEO

Exhibit G

Vendor Initials

DS
kp

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Evident Change

2/16/2022

Date

DocuSigned by:
Katherine Park
4AFF73F6220B483
Name: Katherine Park
Title: CEO



**New Hampshire Department of Health and Human Services
Exhibit J**

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

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

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

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

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

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

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

Contractor Name: Evident Change

2/16/2022

Date

DocuSigned by:

Katherine Park

Name: Katherine Park

Title: CEO

Contractor Initials

^{DS}
kp

Date 2/16/2022



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 078706876

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

NO NO N/A YES

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

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

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

N/A NO YES YES

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

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

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

Name: <u> </u> N/A	Amount: <u> </u> N/A
Name: <u> </u> N/A	Amount: <u> </u> N/A
Name: <u> </u> N/A	Amount: <u> </u> N/A
Name: <u> </u> N/A	Amount: <u> </u> N/A
Name: <u> </u> N/A	Amount: <u> </u> N/A

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

^{DS}
kp

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

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 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

DS
LP

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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/doiit/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.
 - 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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EVIDENT CHANGE is a New York Nonprofit Corporation registered to transact business in New Hampshire on January 25, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **182527**

Certificate Number: **0005673568**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of February A.D. 2022.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

EVIDENT CHANGE

Inform Systems. Transform Lives.

CERTIFICATE OF AUTHORITY

I, Monica Chiarini Tremblay, PhD, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Secretary of Evident Change.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 7, 2020 at which a quorum of the Directors/shareholders were present and voting.
(Date)

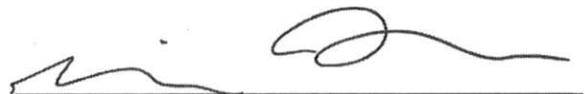
VOTED: That Katherine H. Park, CEO
(Name and Title of Contract Signatory)

is duly authorized on behalf of Evident Change to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/1/2022



Signature of Elected Officer
Name: Monica Chiarini Tremblay, PhD
Title: Secretary

AGENCY CUSTOMER ID: NATICOU-21

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Evident Change 520 3rd Street Ste 101 Oakland CA 94607	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Cyber Liability
 Policy#: RPS-P-50223521M
 Carrier: Underwriters at Lloyd's London
 Policy Term: 12/14/2021 to 12/14/2022
 Per Claim: \$5,000,000 / Aggregate: \$5,000,000 / Retention: \$5,000

Policy: Cyber Liability (1st Layer)
 Policy#: EKS3409675
 Carrier: Scottsdale Insurance Company
 Policy Term: 12/14/2021 to 12/14/2022
 Limit: \$5,000,000 / Aggregate: \$5,000,000

Policy: Cyber Liability (2nd Layer)
 Policy#: CY5EX00220-211
 Carrier: Everest National Insurance Company
 Policy Term: 12/14/2021 to 12/14/2022
 Aggregate: \$5,000,000

Policy: Cyber Liability (3rd Layer)
 Policy#: G71835649 002
 Carrier: Westchester Surplus Lines Insurance Co
 Policy Term: 12/14/2021 to 12/14/2022
 Limit: \$5,000,000 / Aggregate: \$5,000,000

Policy: CRIME
 Policy#: PHSD1660988
 Carrier: Philadelphia Indemnity Insurance Company
 Policy Term: 10/14/2021 To 10/14/2022
 Employee Theft: Limit: \$500,000 / Deductible: \$10,000
 ERISA: Limit: \$500,000
 Forgery or alteration: Limit: \$500,000 / Deductible: \$10,000
 Theft of money and securities: Limit: \$100,000 / Deductible: \$5,000
 Money and securities: Limit: \$100,000 / Deductible: \$5,000
 Computer and Funds Transfer Fraud: Limit: \$100,000 / Deductible: \$5,000

Policy: Employee Benefits
 Policy#: 2021-71332
 Carrier: Alliance of Nonprofits for Insurance Grp
 Policy Term: 11/14/2021 To 11/14/2022
 Retro Date: 10/14/2010
 Occurrence: \$1,000,000 / Aggregate: \$2,000,000

NH Department of Health and Human Services are named additional insured on General Liability with respect to the operations of the named insured.



MISSION

Evident Change promotes just and equitable social systems for individuals, families, and communities through research, public policy, and practice.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL
ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

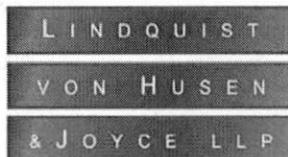
YEARS ENDED JUNE 30, 2021 AND 2020

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

TABLE OF CONTENTS

	Page
Independent Auditor’s Report.....	1
Statements of Financial Position	3
Statements of Activities	4
Statements of Functional Expenses.....	5
Statements of Cash Flows	7
Notes to Financial Statements	8
Supplementary Information.....	21
Schedule of Expenditures of Federal Awards.....	22
Notes to the Schedule of Expenditures of Federal Awards.....	23
Schedule of Findings and Questioned Costs.....	24
Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	25
Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.....	27

* * * *



Board of Directors
Evident Change
Oakland, California

S. SCOTT SEAMANDS
ALEXIS H. WONG
CHARLOTTE SIEW-KUN TAY
CATHY L. HWANG
RITA B. DELA CRUZ
STANLEY WOO
SCOTT K. SMITH
CRISANTO S. FRANCISCO
JOE F. HUIE

INDEPENDENT AUDITOR'S REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Evident Change, a New York nonprofit public benefit corporation, which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Evident Change as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the basic financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards on pages 22 and 23, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects, in relation to the basic financial statements as a whole.

Report on Other Legal and Regulatory Requirements

In accordance with *Government Auditing Standards*, we have also issued a report dated October 29, 2021 on our consideration of Evident Change's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Evident Change's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Evident Change's internal control over financial reporting and compliance.

Lindquist, von Husen and Joyce LLP

October 29, 2021

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

	2021	2020
ASSETS		
Current assets:		
Cash	\$ 8,293,563	\$ 5,802,548
Accounts receivable (Note 3):		
Contracts with customers – net	2,802,951	3,146,733
Unbilled	253,285	197,001
Contributions and other	212,675	422,244
Investments (Note 4)	263,447	265,926
Prepaid expenses	174,369	446,565
Total current assets	12,000,290	10,281,017
Property and equipment – net (Note 5)	2,094,627	2,065,177
Beneficial interest in perpetual trust (Note 4)	251,916	210,900
Security deposits	24,009	24,009
Total assets	\$ 14,370,842	\$ 12,581,103
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	\$ 595,535	\$ 541,869
Accrued expenses	1,221,593	1,043,463
Deferred contract revenue (Note 8)	1,061,490	644,922
Deferred rent (Note 7)	16,124	24,842
Capital lease obligation – current portion (Note 7)	97,884	131,775
Notes payable – current portion (Note 6)	26,752	117,134
Total current liabilities	3,019,378	2,504,005
Capital lease obligation – net of current portion (Note 7)	107,021	202,652
Notes payable – net of current portion (Note 6)	1,142,318	2,879,365
Total liabilities	4,268,717	5,586,022
Net assets:		
Without donor restrictions	9,337,898	5,975,649
With donor restrictions (Note 9)	764,227	1,019,432
Total net assets	10,102,125	6,995,081
Total liabilities and net assets	\$ 14,370,842	\$ 12,581,103

The accompanying notes are an integral part of these financial statements.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2021 AND 2020

	2021			2020		
	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
Support and revenue:						
Contract income	\$ 16,247,740	\$ -	\$ 16,247,740	\$ 15,773,668	\$ -	\$ 15,773,668
Contributions	264,682	30,000	294,682	-	859,700	859,700
Gain from loan forgiveness (Note 6)	1,886,627	-	1,886,627	-	-	-
Investment income (loss)	2,373	41,016	43,389	21,045	(12,692)	8,353
Other income	10,478	-	10,478	429,156	-	429,156
Total support and revenue	18,411,900	71,016	18,482,916	16,223,869	847,008	17,070,877
Net assets released from restrictions:						
Satisfaction of purpose restrictions (Note 9)	326,221	(326,221)	-	635,181	(635,181)	-
Total support and revenue	18,738,121	(255,205)	18,482,916	16,859,050	211,827	17,070,877
Expenses:						
Program services:						
Adult Criminal Justice	1,922,411	-	1,922,411	1,181,767	-	1,181,767
Juvenile Justice	588,526	-	588,526	1,023,010	-	1,023,010
Child Welfare	7,706,986	-	7,706,986	8,221,419	-	8,221,419
Adult Protective Services	263,113	-	263,113	283,585	-	283,585
Education	123,585	-	123,585	151,008	-	151,008
Supporting services:						
Management and general	4,762,978	-	4,762,978	4,930,401	-	4,930,401
Fundraising	8,273	-	8,273	24,274	-	24,274
Total expenses	15,375,872	-	15,375,872	15,815,464	-	15,815,464
Change in net assets	3,362,249	(255,205)	3,107,044	1,043,586	211,827	1,255,413
Net assets, beginning of year	5,975,649	1,019,432	6,995,081	4,173,418	807,605	4,981,023
Cumulative effect of change in accounting principle (Note 2)	-	-	-	758,645	-	758,645
Net assets, end of year	\$ 9,337,898	\$ 764,227	\$ 10,102,125	\$ 5,975,649	\$ 1,019,432	\$ 6,995,081

The accompanying notes are an integral part of these financial statements.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
STATEMENTS OF FUNCTIONAL EXPENSES
YEARS ENDED JUNE 30, 2021 AND 2020

	2021										
	Program Services					Supporting Services					Total
	Adult Criminal Justice	Juvenile Justice	Child Welfare	Adult Protective Services	Education	Total Program Services	Management and General	Fundraising	Total Supporting Services		
Salaries and related expenses	\$ 515,334	\$ 374,496	\$ 4,981,680	\$ 192,359	\$ 95,128	\$ 6,158,997	\$ 1,995,413	\$ 7,983	\$ 2,003,396	\$ 8,162,393	
Employee benefits and payroll taxes	119,419	87,300	1,165,955	44,506	22,232	1,439,412	777,947	-	777,947	2,217,359	
Total salaries and related expenses	634,753	461,796	6,147,635	236,865	117,360	7,598,409	2,773,360	7,983	2,781,343	10,379,752	
Consultants	1,246,400	103,244	835,868	15,000	-	2,200,512	680,908	-	680,908	2,881,420	
Legal	-	-	1,001	-	-	1,001	21,459	-	21,459	22,460	
Travel	12,115	492	-	3	-	12,610	2,126	-	2,126	14,736	
Equipment	-	143	208,830	236	-	209,209	520,317	-	520,317	729,526	
Occupancy costs	24,578	17,881	238,038	9,171	4,544	294,212	107,694	-	107,694	401,906	
Communications	-	-	126	50	-	176	95,825	-	95,825	96,001	
Supplies	424	754	5,670	218	219	7,285	79,502	-	79,502	86,787	
Foreign currency transaction loss	-	-	3,479	-	-	3,479	-	-	-	3,479	
Conferences and meetings	258	1,040	8,563	192	-	10,053	20,806	-	20,806	30,859	
Interest	3,329	2,422	32,246	1,242	616	39,855	24,809	-	24,809	64,664	
Insurance	531	557	7,479	105	244	8,916	99,311	8	99,319	108,235	
Postage and shipping	8	105	732	-	602	1,447	8,365	-	8,365	9,812	
Copying and printing	-	-	270	-	-	270	4,670	-	4,670	4,940	
Miscellaneous	15	92	158,718	30	-	158,855	25,027	282	25,309	184,164	
Total expenses before depreciation	1,922,411	588,526	7,648,654	263,113	123,585	10,546,289	4,464,179	8,273	4,472,452	15,018,741	
Depreciation	-	-	58,332	-	-	58,332	298,799	-	298,799	357,131	
Total expenses	\$ 1,922,411	\$ 588,526	\$ 7,706,986	\$ 263,113	\$ 123,585	\$ 10,604,621	\$ 4,762,978	\$ 8,273	\$ 4,771,251	\$ 15,375,872	

The accompanying notes are an integral part of these financial statements.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
STATEMENTS OF FUNCTIONAL EXPENSES
YEARS ENDED JUNE 30, 2021 AND 2020

	2020										
	Program Services					Supporting Services					Total
	Adult Criminal Justice	Juvenile Justice	Child Welfare	Adult Protective Services	Education	Total Program Services	Management and General	Fundraising	Total Supporting Services		
Salaries and related expenses	\$ 260,175	\$ 573,866	\$ 4,405,896	\$ 172,152	\$ 105,691	\$ 5,517,780	\$ 2,554,274	\$ 15,247	\$ 2,569,521	\$ 8,087,301	
Employee benefits and payroll taxes	73,769	162,712	1,251,868	48,811	29,967	1,567,127	729,232	4,323	733,555	2,300,682	
Total salaries and related expenses	333,944	736,578	5,657,764	220,963	135,658	7,084,907	3,283,506	19,570	3,303,076	10,387,983	
Consultants	757,116	176,244	905,911	25,245	-	1,864,516	806,142	2,500	808,642	2,673,158	
Legal	-	-	-	-	-	-	32,817	-	32,817	32,817	
Travel	54,690	32,828	402,038	15,292	195	505,043	120,744	100	120,844	625,887	
Equipment	2,280	4,941	701,476	1,482	910	711,089	185,587	131	185,718	896,807	
Occupancy costs	14,409	31,783	124,136	9,534	5,854	185,716	146,417	844	147,261	332,977	
Communications	2,651	5,848	45,129	1,837	1,077	56,542	48,463	155	48,618	105,160	
Supplies	1,867	2,532	20,403	586	868	26,256	59,135	52	59,187	85,443	
Foreign currency transaction loss	-	-	3,398	-	-	3,398	-	-	-	3,398	
Conferences and meetings	7	2,820	9,141	-	-	11,968	17,864	-	17,864	29,832	
Interest	435	4,527	34,757	1,358	834	41,911	21,730	25	21,755	63,666	
Insurance	-	-	-	-	-	-	82,421	-	82,421	82,421	
Postage and shipping	3,433	1,443	6,960	167	1,306	13,309	3,953	15	3,968	17,277	
Copying and printing	426	572	6,304	161	98	7,561	2,726	15	2,741	10,302	
Loss on disposal of assets	730	1,610	12,364	483	297	15,484	7,120	43	7,163	22,647	
Miscellaneous	244	251	2,955	167	38	3,655	18,785	265	19,050	22,705	
Total expenses before depreciation	1,172,232	1,001,977	7,932,736	277,275	147,135	10,531,355	4,837,410	23,715	4,861,125	15,392,480	
Depreciation	9,535	21,033	288,683	6,310	3,873	329,434	92,991	559	93,550	422,984	
Total expenses	\$ 1,181,767	\$ 1,023,010	\$ 8,221,419	\$ 283,585	\$ 151,008	\$ 10,860,789	\$ 4,930,401	\$ 24,274	\$ 4,954,675	\$ 15,815,464	

The accompanying notes are an integral part of these financial statements.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
Cash flows from operating activities:		
Change in net assets	\$ 3,107,044	\$ 2,014,058
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	357,131	422,984
(Gain) loss from beneficial interest in perpetual trust	(41,016)	12,692
Gain from loan forgiveness	(1,876,550)	-
Decrease (increase) in assets:		
Grants receivable	343,782	18,112
Unbilled receivable	(56,284)	939,807
Other receivable	209,569	(425,692)
Prepaid expenses	272,196	(122,091)
Other assets	-	17,500
Increase (decrease) in liabilities:		
Accounts payable	53,666	(188,861)
Accrued expenses	178,130	353,303
Deferred revenue	416,568	(1,880,861)
Deferred rent	(8,718)	(16,631)
Total adjustments	(151,526)	(869,738)
Net cash provided by operating activities	2,955,518	1,144,320
Cash flows from investing activities:		
Net decrease (increase) in investments	2,479	(18,665)
Purchase of property and equipment	(386,581)	(283,285)
Net cash used in investing activities	(384,102)	(301,950)
Cash flows from financing activities:		
(Payment of) increase in capital lease obligation	(129,522)	35,241
Net proceeds from notes payable, including forgivable debt	49,121	1,888,777
Payment of other liabilities	-	(161,478)
Net cash (used in) provided by financing activities	(80,401)	1,762,540
Net increase in cash	2,491,015	2,604,910
Cash, beginning of year	5,802,548	3,197,638
Cash, end of year	\$ 8,293,563	\$ 5,802,548
Supplementary information:		
Cash paid for interest	\$ 64,664	\$ 63,666
Noncash investing activities:		
Assets acquired through capital leases	\$ -	\$ 135,259

The accompanying notes are an integral part of these financial statements.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 1 – ORGANIZATION AND NATURE OF ACTIVITIES

Evident Change (formerly National Council on Crime & Delinquency) was incorporated in New York on October 1, 1907, as a public benefit corporation. Evident Change promotes just and equitable social systems for individuals, families and communities through research, public policy and practice. Evident Change conducts its programs and operations nationally and internationally through offices in Oakland, California, and Madison, Wisconsin.

Evident Change is involved in the following projects:

Adult Criminal Justice

Evident Change works with states, counties, legislators, law enforcement, and public and private organizations to demonstrate, test, and evaluate innovative alternatives to ineffective and costly adult criminal justice practices. Evident Change's goals in adult criminal justice are to build more efficient and humane practices in the adult system, while stressing non-incarceration and community-based alternatives to incarceration.

Juvenile Justice

Evident Change develops research, programs, and policies that promote fair, effective, and age appropriate treatment of youth. Evident Change works to improve young people's chances to become successful. For those incarcerated, Evident Change wants every youth in the juvenile justice system to be safe and healthy, to have the opportunity for academic success, to develop an understanding of his or her behavior, and to gain hope for a better future.

Child Welfare

Evident Change believes that every child deserves to be safe and supported at home and in the community. Evident Change works with families and child welfare agencies to help protect children from abuse and neglect, and to improve permanency in the home.

Adult Protective Services

Evident Change helps adult protective services (APS) agencies use research as the basis for APS decisions through the implementation of research-based and structured assessments. Identifying adults who are at high risk of subsequent maltreatment or self-neglect may help workers target engagement efforts more effectively toward those adults most in need of long-term services.

Education

Evident Change is committed to promoting social systems based on the principles of equality and fairness, which value human rights and the dignity of every human being. Reform and system change are needed to ensure that all people have access to equal academic, economic, political, and social opportunities.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Method

Evident Change uses the accrual basis of accounting, which recognizes income in the period earned and expenses when incurred, regardless of the timing of payments.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

Foreign Currency Transactions

Transactions in foreign currencies are translated into U.S. dollars using the exchange rates at the date of the transactions. When settlement of a transaction occurs, a foreign currency transaction gain or loss may result based on the net change in the exchange rate between the transaction date and the settlement date. Foreign currency denominated assets and liabilities are retranslated to the functional currency, U.S. dollar, using the exchange rate in effect at the balance sheet date. Losses from foreign currency transactions are reported on the statements of functional expenses.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Evident Change reports information regarding its financial position and activities according to two classes of net assets, as applicable: net assets without donor restrictions and net assets with donor restrictions.

- Net assets without donor restrictions include those assets over which the Board of Directors has discretionary control in carrying out the operations of Evident Change.
- Net assets with donor restrictions include those assets subject to donor restrictions and for which the applicable restrictions were not met as of the end of the current reporting period. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. When a donor restriction expires – that is, when a stipulated time restriction ends or purpose restriction is accomplished – net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as *net assets released from restrictions*. Other donor-imposed restrictions are perpetual in nature, since the donor stipulates that the resources be maintained in perpetuity.

Revenue Recognition

Contract Income:

Evident Change adopted ASU No. 2014-09 – *Revenue from Contracts with Customers* (ASC 606), as amended effective July 1, 2019. This new revenue recognition principle creates a single framework for recognizing revenue from contracts with customers that fall within its scope. The majority of Evident Change’s revenues come from services that fall within the scope of ASC 606 and are presented as contract income on the statement of activities. Income from such contracts is recognized as revenue as Evident Change satisfies its performance obligations under each contract with a customer. However, ASC 606 does not allow recognition of revenue for Evident Change’s unbilled revenue until Evident Change is contractually able to bill for the services.

The Company adopted ASC 606 using the modified retrospective method applied to all contracts not completed as of July 1, 2019. Results for reporting periods beginning after July 1, 2018 were presented under ASC 606 while prior period amounts continued to be reported in accordance with legacy GAAP. Evident Change recorded a net increase in beginning net assets of \$758,645 as of July 1, 2019 due to the cumulative effect of adopting ASC 606. This transition adjustment includes a \$1,136,808 cumulative reduction in net assets due to the derecognition of unbilled receivables as of July 1, 2019 and a \$1,895,453 cumulative increase in net assets due to recognition of revenue billed on completed contracts that was deferred based on actual costs incurred.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

The adoption of ASC 606 did not result in a change to the accounting for any Evident Change's other support or revenue categories. The impact of adopting ASC 606 on Evident Change's statement of activities for the period ending June 30, 2020 is outlined below:

	<i>As Reported</i>	<i>Under Legacy GAAP</i>	<i>Impact of ASC 606</i>
Contract income	\$ 15,773,668	\$ 16,412,322	\$ (638,654)

Evident Change's contract income is primarily derived from fixed fee and cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurring of allowable qualifying expenses. Amounts earned are recognized as revenue when Evident Change has the right to bill either the time or expenses incurred under terms of the contract, as required by ASC 606. As such, Evident Change's services are transferred to customers over a period of time and Evident Change generally has the right to bill the revenue monthly or quarterly as the services are rendered. Some contracts do not permit billing until a deliverable is completed at which time the revenue is earned. The table below summarizes Evident Change's timing of revenue recognition by contract type for the year ended June 30, 2021 and 2020:

	<i>2021</i>		
	<i>Fixed Fee Contracts</i>	<i>Time and Expense Contracts</i>	<i>Total</i>
Products transferred to customers at a point in time	\$ -	\$ 3,989,174	\$ 3,989,174
Services transferred to customers over time	12,258,566	-	12,258,566
Total	\$ 12,258,566	\$ 3,989,174	\$ 16,247,740

	<i>2020</i>		
	<i>Fixed Fee Contracts</i>	<i>Time and Expense Contracts</i>	<i>Total</i>
Products transferred to customers at a point in time	\$ -	\$ 3,925,979	\$ 3,925,979
Services transferred to customers over time	11,847,689	-	11,847,689
Total	\$ 11,847,689	\$ 3,925,979	\$ 15,773,668

Government contracts, which are generally funded on a cost-reimbursement basis, are deemed to be exchange transactions and are therefore not treated as contributions. Revenues from such activities are shown as unrestricted contract income in the statements of activities. Included in government contracts are federal awards from the U.S. Department of Health and Human Services, which comprised 4% and 12% of total support and revenue in 2021 and 2020, respectively.

A portion of Evident Change's contract income is from subscription agreements which is recognized ratably over the subscription period, generally one year.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

Evident Change has approximately 135 projects in place as of June 30, 2021 with completion dates in the future ranging year 2021 through 2024. The budget for completing these projects in the future is approximately \$9.5 million.

Contributions:

Evident Change recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give – that is, those with a measurable performance or other barrier and a right of return – are not recognized until the conditions on which they depend have been met.

Contributions received from donors that direct Evident Change to distribute the contributed assets, the return on investment on those assets, or both to a specified unaffiliated beneficiary are recognized as revenue if the donor explicitly grants Evident Change variance power, or the unilateral power to redirect the use of the transferred assets to another beneficiary.

Cash

Cash is defined as cash in demand deposit accounts as well as cash on hand. Evident Change occasionally maintains cash on deposit at a bank in excess of the Federal Deposit Insurance Corporation limit. The uninsured cash balance was approximately \$7,793,000 as of June 30, 2021. Evident Change has not experienced any losses in such accounts.

Accounts Receivable

Receivables consist of billed reimbursable costs incurred for cost-reimbursement grants and revenue earned from consulting contracts and program subscriptions. Amounts billed are generally payable within 30 days with no financing component.

Evident Change records an allowance for doubtful collections based on a review of outstanding receivables, historical collection information, and existing economic conditions. The allowance for doubtful collections was \$50,000 as of June 30, 2021 and 2020.

Investments

Under GAAP, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (exit price) in an orderly transaction between market participants at the measurement date.

Accounting principles generally accepted in the United States of America establish a fair value hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are those that market participants would use in pricing the asset or liability based on market data obtained from sources independent of Evident Change. Unobservable inputs, if any, reflects the Evident Change's assumption about the inputs market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The fair value hierarchy is categorized into three levels based on the inputs as follows:

Level 1 – Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that Evident Change has the ability to access at measurement date. Valuation adjustments and block discounts are not applied to Level 1 securities. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these securities does not entail a significant degree of judgment.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

Level 2 – Valuations based on significant inputs that are observable, either directly or indirectly or quoted prices in markets that are not active, that is, markets in which there are few transactions, the prices are not current, or price quotations vary substantially either over time or among market makers.

Level 3 – Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

The availability of valuation techniques and observable inputs can vary from security to security and is affected by a wide variety of factors, including the type of security, whether the security is new and not yet established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Those estimated values do not necessarily represent the amounts that may be ultimately realized due to the occurrence of future circumstances that cannot be reasonably determined. Because of the inherent uncertainty of valuation, those estimated values may be materially higher or lower than the values that would have been used had a ready market for the securities existed.

Investment Income and Gains

Investment income and gains restricted by donors are reported as increases in net assets without donor restrictions if the restrictions are met (that is when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the income and gains are recognized.

Property and Equipment and Deferred Costs

Property and equipment are stated at cost of acquisition, or fair value if donated. The cost of maintenance and repairs that neither significantly add to the permanent value of a property nor prolong its intended useful life is charged to expense as incurred. Depreciation is computed based on the straight-line method over the estimated useful lives of the assets.

The useful lives of the assets are estimated as follows:

Building and improvements	5 to 25 years
Furniture	3 to 15 years
Computer and office equipment	3 to 5 years

Income Taxes

Evident Change is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code and the related New York, Wisconsin and California code sections.

Evident Change believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements. Evident Change's federal and state information returns for the years 2017 through 2020 are subject to examination by regulatory agencies, generally for three years and four years after they were filed for federal and state, respectively.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

Functional Expenses Allocation

The costs of providing program services and supporting services are summarized on a functional basis in the statements of activities and statements of functional expenses. Accordingly, certain costs are allocated among program services and supporting services based on estimates of employees' time incurred and on usage of resources. Directly identifiable expenses are charged to programs and supporting services. See Note 11 for the allocation method.

Subsequent Events

Management has evaluated subsequent events through October 29, 2021 the date on which the financial statements were available to be issued.

On July 22, 2021, Evident Change obtained a \$500,000 line of credit from The Park Bank, with a variable interest rate calculated as index plus .500 percentage points over the index per annum, maturing on July 22, 2022. The line is secured by various assets of Evident Change and requires monthly payments of interest only.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable are summarized as follows:

	2021	2020
Contract billings receivable	\$ 2,852,951	\$ 3,196,733
Less allowance for doubtful accounts	(50,000)	(50,000)
Net contract billings receivable	2,802,951	3,146,733
Unbilled time and expenses	253,285	197,001
Contributions	212,675	400,000
Other	-	22,244
Total	<u>\$ 3,268,911</u>	<u>\$ 3,765,978</u>

Evident Change recognized contribution revenue of \$150,000 in the year ended June 30, 2020, from a conditional contribution accepted in 2019. There were no conditional contributions outstanding at June 30, 2021 and 2020.

In 2021, \$266,184 unconditional grants were awarded of which \$258,509 was received in 2021 and \$12,675 is expected to be received in 2022. In 2020, a \$600,000 unconditional grant was awarded providing \$200,000 to be received annually in 2020, 2021 and 2022. As of June 30, 2021 and 2020, the contributions receivable amounted to \$212,675 and \$400,000, respectively.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 4 – FAIR VALUE MEASUREMENTS - INVESTMENTS

The following financial instruments are valued using Level 1 inputs:

	2021		2020	
	Cost	<i>Quoted Prices in Active Markets for Identical Assets (Level 1)</i>	Cost	<i>Quoted Prices in Active Markets for Identical Assets (Level 1)</i>
Mutual funds	\$ 248,430	\$ 263,447	\$ 240,391	\$ 265,926

The following financial instruments are valued using Level 3 inputs:

	2021		2020	
	Cost	<i>Significant Unobservable Inputs (Level 3)</i>	Cost	<i>Significant Unobservable Inputs (Level 3)</i>
Beneficial interest in perpetual trust	\$ 213,369	\$ 251,916	\$ 215,401	\$ 210,900

The following table sets forth the detailed changes in fair value for Evident Change's Level 3 financial instruments:

	2021	2020
Beginning balance	\$ 210,900	\$ 223,592
Realized and unrealized gain (loss)	41,016	(12,692)
Ending balance	<u>\$ 251,916</u>	<u>\$ 210,900</u>

Evident Change was named as a beneficiary in a perpetual trust (the Trust) held by PNC Bank, N.A (Trustee). According to the trust agreement, the corpus of the Trust is to be held by the Trustee and the Trustee is to make installment distributions of 10% of the net income derived from the Trust to Evident Change in perpetuity. Variance power has been granted to the Trustee which gives the Trustee power to redirect distributions of income to another named beneficiary nonprofit organization in the event that Evident Change ceases to exist. Additionally, the Trust is subject to the Trustee's investment and spending policies. Evident Change reports the fair value of their portion of the Trust as *Beneficial Interest in Perpetual Trust* in the statements of financial position as net assets with donor restrictions, while distributions received and changes in the value of the Trust are classified as net assets without donor restrictions and net assets with donor restrictions, respectively, and are reported as *Investment Income* in the statements of activities.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

The beneficial interest in assets held by the Trustee has been valued, as a practical expedient, at the fair value of Evident Change's share of the corpus (17% as of June 30, 2021 and 2020) as of the measurement date, utilizing valuations provided by the investment funds. The Trustee values securities and other financial instruments on a fair value basis of accounting. The estimated fair values of certain investments of the Trustee, which includes private placements and other securities for which prices are not readily available, are determined by the management of the Trustee and may not reflect amounts that could be realized upon immediate sale, nor amounts that ultimately may be realized. Accordingly, the estimated fair values may differ significantly from the values that would have been used had a ready market existed for these investments.

NOTE 5 – PROPERTY AND EQUIPMENT

Property and equipment is summarized as follows:

	2021	2020
Land	\$ 683,000	\$ 683,000
Building and improvements	2,172,723	2,093,672
Furniture	279,738	279,738
Computer and office equipment	2,253,945	2,120,844
	<u>5,389,406</u>	<u>5,177,254</u>
Less: accumulated depreciation	(3,294,779)	(3,112,077)
	<u>\$ 2,094,627</u>	<u>\$ 2,065,177</u>

Depreciation expense for the years ended June 30, 2021 and 2020 was \$357,131 and \$422,984, respectively.

NOTE 6 – NOTES PAYABLE

Notes payable are secured by the Wisconsin property unless otherwise noted and consist of the following:

	2021	2020
Chase Bank mortgage loan in the original amount of \$1,700,000, bore 4.75% interest, required monthly payment of \$13,309 with the entire principal and interest due on July 20, 2027. The loan was paid off in September 2020 with refinancing proceeds. Interest expense was \$13,922 and \$49,738 for 2021 and 2020, respectively.	-	969,949
Park Bank Paycheck Protection Program unsecured loan (PPP loan) in the original amount of \$1,876,550, bore 1% interest, required monthly payments of \$105,608 beginning December 6, 2020 with the entire principal and interest due on May 6, 2022. No interest expense was recognized for 2021 and 2020 since management expected to incur costs eligible to qualify the entire loan for forgiveness. The entire loan was forgiven in November 2020. ⁽¹⁾	-	1,876,550

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
Small Business Administration Economic Injury Disaster Loan, unsecured, in the original amount of \$150,000, bore 2.75% interest, required monthly payments of \$641 beginning May 21, 2021 with the entire principal and interest due on May 21, 2050. The loan was paid off in June 2021. Interest expense was \$4,453 and \$350 for 2021 and 2020, respectively.	-	150,000
Park Bank loan, in the original amount of \$1,190,000, bears a simple interest of 3.95%, payable in monthly installments of \$6,286, and balloon payment of \$1,045,674 for the remaining principal and interest, payable on September 16, 2025. Interest expense was \$35,366 and \$-0- in 2021 and 2020, respectively.	1,169,070	-
Total	1,169,070	2,996,499
Less: current portion	(26,752)	(117,134)
Long-term portion	\$ 1,142,318	\$ 2,879,365

⁽¹⁾ During the year, Evident Change also received proceeds of \$10,077 from the Economic Injury Disaster Loan. The loan was also forgiven during the year together with the PPP loan of \$1,876,550 resulting to a total gain from loan forgiveness of \$1,886,627.

Principal payments on notes payable for the next five years are estimated as follows:

Year Ended June 30,	
2022	\$ 26,752
2023	30,240
2024	31,352
2025	32,752
2026	1,047,974

NOTE 7 – LEASE COMMITMENTS

Evident Change leases office space under non-cancelable leases accounted for as operating leases in Oakland, California. On October 1, 2018, Evident Change relocated and entered into a lease agreement for a new Oakland office, with a 5-year term expiring November 30, 2023. The old Oakland office, with a lease that expired on November 30, 2019, was sublet to a tenant commencing on October 1, 2018 through the expiration of the lease. Rent income from the sublease of the old Oakland office was \$-0- and \$141,595 for the years ended June 30, 2021 and 2020, respectively. The sublease income was offset against the Oakland office rental expense.

Total payments due under the operating leases are amortized monthly over the lives of the leases using the straight-line method. The difference between the recognition of rental expense under the straight-line method and actual cash payments is reflected as deferred rent in the accompanying statements of financial position. Rental expense, before sublease income, was \$272,244 and \$474,572 for the years ended June 30, 2021 and 2020, respectively. Deferred rent as of June 30, 2021 and 2020 was \$16,124 and \$24,842, respectively.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

Evident Change leases certain office equipment under capital leases. The lease agreements contain a bargain purchase option at the end of the lease term. The economic substance of the leases is that Evident Change is financing the acquisition of the assets through the leases, and accordingly, these are recorded in Evident Change's assets and liabilities. As of June 30, 2021 and 2020, the amount capitalized under these agreements included in property and equipment was \$346,418 and \$597,735, respectively, and accumulated amortization included in depreciation expense with respect to these assets was \$128,080 and \$271,317, respectively. Interest expense from the capital leases was \$10,923 and \$13,490 for the years ended June 30, 2021 and 2020, respectively.

Future minimum lease payments under capital leases and operating leases as of June 30, 2021 are as follows:

	<i>Capital Leases</i>	<i>Operating Leases</i>
2022	\$ 104,212	\$ 277,679
2023	54,785	286,009
2024	45,804	120,045
2025	11,172	-
2026	-	-
Total minimum lease payments	215,793	<u>\$ 683,733</u>
Less: amount representing interest	<u>(11,068)</u>	
Present value of minimum lease payments	204,905	
Less: current portion	<u>(97,884)</u>	
Long-term portion	<u>\$ 107,021</u>	

NOTE 8 – DEFERRED REVENUE

Deferred revenue consists of the following:

	2021	2020
Unearned subscription revenue ⁽¹⁾	\$ 749,490	\$ 644,922
Unearned contract income ⁽²⁾	312,000	-
Total deferred revenue	<u>\$ 1,061,490</u>	<u>\$ 644,922</u>

⁽¹⁾ Evident Change provides subscription services for its Safemeasures reporting tool, and assessment and supervision strategy systems such as the Juvenile Assessment and Intervention System (JAIS), Correctional Assessment and Intervention System (CAIS), and Structured Decision Making (SDM). Unearned subscriptions consist of program subscriptions collected in advance of providing the related service and are deferred to recognize as contract income over the term of each subscription.

⁽²⁾ Evident Change received prepayments of contract income on uncompleted contracts as of June 30, 2021 and 2020 amounting to \$312,000 and \$-0-.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 10 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditures within one year of the balance sheet date comprise the following:

	2021	2020
Financial assets at end of year:		
Cash	\$ 8,293,563	\$ 5,802,548
Contracts receivable, net	2,802,951	3,146,733
Other receivables	212,675	422,244
Investments	263,447	265,926
	<u>11,572,636</u>	<u>9,637,451</u>
Less financial assets not available for general expenditures:		
Cash subject to expenditure for specific purpose	(307,907)	(1,161,665)
Contribution receivable in 2022	-	(200,000)
	<u>-</u>	<u>(200,000)</u>
Financial assets available for general expenditures within one year	<u>\$ 11,264,729</u>	<u>\$ 8,275,786</u>

The above net financial assets available for general expenditures include \$1,061,490 and \$644,922 in deferred revenue which had not been earned as of June 30, 2021 and 2020, respectively.

As a part of Evident Change's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. Evident Change has a goal to maintain financial assets, which consist of cash and short-term investments, on hand to meet normal operating expenses. In addition, Evident Change invests cash in excess of daily requirements in mutual funds as short-term investments. However, some financial assets must be maintained to meet Evident Change's responsibilities to its donors. Accordingly, Evident Change maintains resources subject to expenditure for specific purpose in cash and highly liquid assets.

NOTE 11 – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function. Certain categories of expenses are attributed to more than one program or supporting function that require consistent allocation on a reasonable basis. The expenses that are allocated include salaries and wages, benefits, payroll taxes, supplies, copying and printing, communications, postage and shipping, occupancy costs, equipment, and miscellaneous expenses. These expenses have been allocated on the basis of the billable amount of a function over the total billable amount of all functions. Total billable amount is employees' actual time charges multiplied by their respective billing rates.

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

NOTE 12 – RETIREMENT PLAN

Evident Change maintains two retirement plans that benefit employees, the Pension Plan and the 403(b) Plan.

Evident Change provides all the funding for the Pension Plan quarterly. Employees become eligible for a share, based on a percentage of their eligible compensation (4% of compensation within the FICA base and an additional 2.6% of compensation above the FICA base for the year ended June 30, 2021), of the contribution made by Evident Change upon completion of one year of service with at least 1,000 hours worked. Employees vest in their share of the contributions received from Evident Change ratably over five years of service, beginning with the second year of service, with employment for at least 1,000 hours during each fiscal year. For the years ended June 30, 2021 and 2020, Evident Change incurred pension plan expenses totaling \$322,810 and \$285,154, respectively.

Employees of Evident Change fund the 403(b) Plan. Evident Change allows its eligible employees to defer a portion of their compensation into a defined contribution plan under section 403(b) of the IRC. Evident Change does not contribute to the 403(b) Plan.

NOTE 13 – PAYCHECK PROTECTION PROGRAM

On May 6, 2020, Evident Change received loan proceeds of \$1,876,550 from a promissory note issued by The Park Bank, under the Paycheck Protection Program (“PPP”) which was established under the CARES Act and was administered by the U.S. Small Business Administration. The term on the loan was two years and the annual interest rate was 1%. Payments of principal and interest were deferred for the first six months of the loan. Under the terms of the CARES Act, PPP loan recipients can apply for and be granted forgiveness for all or a portion of the loan proceeds for payroll costs, rent, and utility expenses and the maintenance of workforce and compensation levels with certain limitations. Evident Change obtained forgiveness in November 2020 and recognized revenue in the amount of \$1,876,550 for the fiscal year ended June 30, 2021.

NOTE 14 – COMMITMENTS AND OTHER MATTER

Structured Decision Making (SDM) Program Product Module

In 2008, Evident Change entered into a collaboration agreement with a computer manufacturing and software company to develop and market a product module related to Evident Change’s SDM program. The agreement provides for the allocation of revenue from the license sales of the product module between Evident Change and the software company. No royalty income from this agreement was recognized for the years ended June 30, 2021 and 2020.

COVID-19 Pandemic

The emergence and spread of the coronavirus (COVID-19) beginning in the first quarter of 2020 has affected businesses and economic activities in the U.S. and beyond. The extent of the impact of COVID-19 on Evident Change’s operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, the effects on supply chains, service providers, business partners, and changes in business practices, all of which are uncertain and cannot be determined at this time.

SUPPLEMENTARY INFORMATION

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2021

<i>Federal Grantor/Pass-Through Grantor/ Program Title</i>	<i>Federal Assistance Listing Number</i>	<i>Agency or Pass-Through Number</i>	<i>Federal Expenditures</i>	<i>Expenditures to Subrecipients</i>
<u>U.S. Department of Justice:</u>				
National Institute of Justice Research, Evaluation, and Development Project Grants	16.560		\$ 47,050	\$ -
Total U.S. Department of Justice			47,050	-
<u>U.S. Department of Health and Human Services:</u>				
Pass-through awards from California Department of Social Services: Title IV-E Foster Care	93.658		374,355	-
Pass-through awards from Arkansas Division of Children and Families: Title IV-E Foster Care	93.658		322,218	-
Pass-through awards from Los Angeles County Department of Public Social Services: Title IV-E Foster Care	93.658		6,664	-
Pass-through awards from Riverside County Department of Public Social Services: Title IV-E Foster Care	93.658		2,786	-
Subtotal Program 93.658			706,023	-
Pass-through award from Iowa Department of Human Services (DHS): Children's Justice Grants to States	96.643		54,675	-
Pass-through awards from Alaska Division of Children and Families: Elder Abuse Prevention Intervention Programs	93.747		48,308	-
Total U.S. Department of Health and Human Services			809,006	-
TOTAL FEDERAL AWARDS			\$ 856,056	\$ -

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2021

NOTE 1 – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal grant activities of Evident Change and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this Schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements. The purpose of the Schedule is to present a summary of those activities of Evident Change for the year ended June 30, 2021, which have been financed by the U.S. Government. For purposes of the Schedule, federal awards include all federal assistance entered into directly and indirectly between Evident Change and the federal government. Evident Change did not elect to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

EVIDENT CHANGE
 (FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
 (A New York Nonprofit Public Benefit Corporation)
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 YEAR ENDED JUNE 30, 2021

Section I – Summary of Auditor’s Results

Financial Statements

Type of auditor’s report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? _____ Yes X No

Significant deficiency(ies) identified that are not considered to be material weakness(es)? _____ Yes X None reported

Noncompliance material to financial statements noted? _____ Yes X No

Federal Awards

Internal control over major programs:

Material weakness(es) identified? _____ Yes X No

Significant deficiency(ies) identified that are not considered to be material weakness(es)? _____ Yes X None reported

Type of auditor’s report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 200.516 of the Uniform Guidance? _____ Yes X No

Identification of major programs: Name of Federal Program or Cluster

ALN 93.658 Title IV-E Foster Care

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

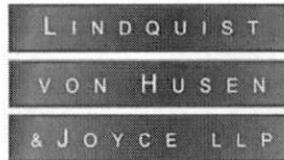
Auditee qualified as low-risk auditee? X Yes _____ No

Section II – Financial Statement Findings

None noted.

Section III – Federal Awards Findings and Questioned Costs

None noted.



Board of Directors
Evident Change
Oakland, California

S. SCOTT SEAMANDS
ALEXIS H. WONG
CHARLOTTE SIEW-KUN TAY
CATHY L. HWANG
RITA B. DELA CRUZ
STANLEY WOO
SCOTT K. SMITH

CRISANTO S. FRANCISCO
JOE F. HUIE

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Evident Change, which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 29, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Evident Change's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Evident Change's internal control. Accordingly, we do not express an opinion on the effectiveness of Evident Change's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

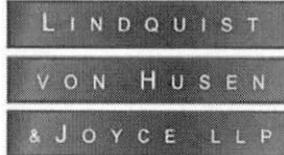
As part of obtaining reasonable assurance about whether Evident Change's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Evident Change's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Evident Change's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sindquist, von Husen and Joyce LLP

October 29, 2021



Board of Directors
Evident Change
Oakland, California

S. SCOTT SEAMANDS
ALEXIS H. WONG
CHARLOTTE SIEW-KUN TAY
CATHY L. HWANG
RITA B. DELA CRUZ
STANLEY WOO
SCOTT K. SMITH
CRISANTO S. FRANCISCO
JOE F. HUIE

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Report on Compliance for Each Major Federal Program

We have audited Evident Change's compliance, with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Evident Change's major federal programs for the year ended June 30, 2021. Evident Change's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its major federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Evident Change's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Evident Change's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination on Evident Change's compliance.

Opinion on Each Major Federal Program

In our opinion, Evident Change complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of Evident Change is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Evident Change's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Evident Change's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Sindquist, von Husen and Joyce LLP

October 29, 2021

EVIDENT CHANGE

Inform Systems. Transform Lives.

EVIDENT CHANGE BOARD OF DIRECTORS DECEMBER 2021

Frances P. Allegra (Chair)

Partner, Cole, Scott, & Kissane, P.A.

Leon T. Andrews, Jr. (Vice Chair)

President and CEO, Equal Measure

Chris Baird

Director of Research, NCCD (Ret.)

Theron "T" Bowman Sr., PhD

President/CEO, The Bowman Group

Paul Castro

CEO, Jewish Family Service of Los Angeles
(Ret.)

Honorable Jeri B. Cohen

Circuit Judge, State of Florida, 11th Judicial
Court (Ret.)

**Richard J. Cohen, PhD (Board Member
Emeritus)**

President and CEO
Public Health Management Corporation

Aurie Hall

Director, OSI-Baltimore Criminal Justice and
Juvenile Justice Program (Ret.)

Dawn Holden Woods

Chief Social Services Officer of PHMC & CEO
of Turning Points for Children

Michael Pearson (Treasurer)

Iron Stone Real Estate Partners

Rae Robinson Trotman

Managing Director and Chief Equity and
Inclusion Officer, SKD Knickerbocker

Mark Soler

Executive Director, Center for Children's Law
and Policy

Guy Swanger

Chief of Police, City of Concord, California
(Ret.)

Tarek Tomes

Commissioner of Minnesota IT Services and
the State of Minnesota's Chief Information
Officer

**Monica Chiarini Tremblay, PhD
(Secretary)**

Professor of Business Analytics, Raymond A.
Mason School of Business, William and Mary

JENNIFER COTTER



EXPERIENCE

ASSOCIATE DIRECTOR

National Council on Crime and Delinquency

2015 – Present

- Extensive experience developing and implementing Structured Decision Making® (SDM) systems for child welfare and adult protective services for domestic and international jurisdictions, including Australia, Bermuda, Canada, Singapore, and Taiwan. Other responsibilities include participating in strategic planning and contributing to the organization's direction; coordination between programmatic, research, and technology teams; and project development and project management.

SENIOR PROGRAM ASSOCIATE

2010–2015

- Provides support and consultation to workgroups integrating jurisdiction-specific protocols for policy development; develops policies and procedures for social services incorporating evidence-based best practice guidelines; delivers onsite training of SDM® case management system; conducts onsite case review, synthesizes results, and identifies implementation strengths and needs; collects qualitative data for research analysis; designs and delivers client-focused work products; assists with grant and other funding proposals; manage projects, facilitate meetings, and oversee budgets.

CASE MANAGER

Avenues to Community, INC.

2005–2009

- Provided system wide case management to adults with developmental disabilities and traumatic brain injuries by contract with Dane County Adult Community Services Department; assessed functional ability and level of care using the Long Term Care Functional Screen; monitored client outcomes through self-reports, observations, and interviews; assessed safety skills and community risk based on medical, social, and psychological factors; completed annual Medicaid Waiver recertification to ensure federal, state, and local funding revenue; completed annual status reviews of court-ordered protective placement cases to ensure least restrictive environment; advocated and made referrals for needed services, supports, and funding.

DIRECT SUPPORT PROFESSIONAL

R.E.M. Wisconsin

2000–2005

- Provided supported living services to adults with developmental disabilities; provided assistance with healthcare, personal care, community involvement, social and emotional support, and advocacy; revised and adapted Individual Support Plans based on changing needs of the individual; documented changes in physical and mental health status; actively participated as a team member to improve services, implement changes, and promote the individual's independence.

COMMUNITY BUILDING INTERN

United Way of Dane County

2004–2005

- Assisted with the development and implementation of a community healthcare pilot program for low-income and uninsured residents of Dane County; participated on workgroups problem solving around program issues including HIPAA regulations, covered services, program eligibility, community collaboration, and pilot outcomes; served as a member of the staff team workgroup consisting of healthcare professionals, community volunteers, and elected officials; recruited volunteers and organized training sessions.

SOCIAL WORK INTERN

Domestic Abuse Intervention Services

2003–2004

- Facilitated educational groups for at-risk teenagers on the topics of dating violence, domestic violence, and healthy relationships; assisted outreach coordinator with developing violence prevention curriculum for school-based programs; conducted crisis intervention with women, teenagers, and children who were survivors of domestic violence; trained school support staff in the use of the domestic violence curriculum; referred survivors of domestic violence to community resources.

STUDENT INTERN

Policy Institute for Family Impact Seminars (PINFIS)

2001–2003

- Assisted with planning seminars for state policymakers on family-related policy issues; co-wrote and reviewed briefing reports, research publications, and newsletter articles distributed to policymakers and professionals; provided resources and support to PINFIS network sites across the country.
-

EDUCATION

University of Wisconsin–Madison
MSSW (2005)

University of Wisconsin–Madison
B.S. in Human Development and Family Studies (2003)

VOLUNTEER EXPERIENCE

NATIONAL ADULT PROTECTIVE SERVICES ASSOCIATION (NAPSA)
2010 – Present

- Committee member of the NAPSA education curriculum team; reviews curriculum modules for adult protective services (APS) national training project; develops national minimum APS standards and best practices in core competency areas.
-

COURT-APPOINTED SPECIAL ADVOC ATE (CASA)
2007 – Present

- Visits families on a weekly basis to ensure cooperation with court-mandated services as well as monitoring safety of children under protective services due to history of abuse or neglect; attends court hearings and testifies on appropriateness of child placement; writes monthly reports to court informing judge on the status of children under protective placement; provides case consultation and mentoring to new CASA volunteers.
-
-

DOUGLAS SMITH



EDUCATION

University of Wisconsin–Madison
Master's degree in social work with policy and administration focus (2016)

University of Wisconsin–Milwaukee
Bachelor of social work (2013)

PROFESSIONAL EXPERIENCE

PROGRAM ASSOCIATE II
05/2016 – Present

National Council on Crime and Delinquency (NCCD), Madison, Wisconsin

- Assist in developing and supporting new Structured Decision Making® (SDM) projects through assessment customization, training, case reading, presentation of implementation findings/recommendations, and other technical assistance.
 - Assist client sites in using NCCD web technologies such as WebSDM (for various populations), SafeMeasures®, etc. Assist in developing policy and procedure manuals, training curricula, presentations, literature reviews, and other materials.
 - Work collaboratively with project team to produce deliverables. Work collaboratively with staff analysts to produce data reports and interpret report findings for clients.
 - Keep project manager(s) regularly informed of work progress, schedule, and other relevant information.
-
-

YOUTH COUNSELOR
10/2015–04/2016

Briarpatch Youth Services, Madison, Wisconsin

- Provided intake assessment, counseling, and crisis intervention to young people and their families.
 - Established and maintained client files, documented client contacts, and completed case-related documentation.
 - Oversaw the daily living activities of youth staying in the shelter.
 - Maintained a working knowledge of the agency's Runaway and Homeless Youth Program and other agency policies and procedures.
-
-

AMERICORPS YOUTH AND FAMILY ADVOCATE

09/2013–09/2015

Pathfinders Runaway and Homeless Youth Shelter, Milwaukee, Wisconsin

- Managed daily operations of shelter and ensured residents' continuity of care.
 - Completed and maintained client files and program documentation.
 - Collaborated with therapists to develop client intervention plans.
 - Trained, supervised, and produced evaluations of student interns and volunteers.
 - Developed and assisted in facilitation of group sessions with residents.
-

OPERATIONS MANAGER

04/2014–08/2015

SALS Recovery Houses and Coaching, Waukesha, Wisconsin

- Managed financial operations.
 - Oversaw six Recovery Houses and ensured optimal operating conditions.
 - Executed human resources (HR) duties and acted as agency HR liaison with the contracted HR department.
 - Collaborated with the executive director on initiatives, projects, marketing, and media.
-

INTERNSHIPS

GRADUATE ADMINISTRATIVE SOCIAL WORK INTERN

08/2015–05/2016

Goodman Community Center, Madison, Wisconsin

- Supported the director of programs in the execution of tasks, duties, and responsibilities.
 - Developed and managed the newly formed Goodman Community Advisory Council.
 - Drafted, edited, and assisted in developing federal, city, and private foundation grant proposals.
 - Participated in agency-wide program area strategic planning process.
-

HOUSING INTERN

06/2013–05/2014

City of West Allis Housing Authority, West Allis, Wisconsin

- Aided in the administration of the rent assistance, home loan, and rental rehab loan programs.
 - Coached program participants on navigation of various Housing Authority programs.
 - Facilitated the opening of the Housing Authority's Section 8 rent assistance waiting list.
 - Completed tasks assigned by supervisor and Housing Authority office staff.
-

ASSISTANT ADVOCATE (INTERN)

08/2012–05/2013

Pathfinders Runaway and Homeless Youth Shelter, Milwaukee, Wisconsin

- Assisted in supervision of resident youth and daily operations of the youth shelter.
- Answered phones, resolved crisis calls, and provided referral information.
- Completed initial intake interviews of resident youth.
- Assisted in documentation of resident files.

OTHER EXPERIENCE

ASSISTANT ADVOCATE (COMMUNITY VOLUNTEER)

05/2013–08/2013

Pathfinders Runaway and Homeless Youth Shelter, Milwaukee, Wisconsin

- Supervised and maintained constant interaction with the residents of the youth crisis shelter.
- Answered crisis shelter phones and provided telephone crisis counseling.
- Conducted intake assessments.
- Facilitated and participated in group sessions.
- Assisted staff with overall house management, including documentation, filing, and household duties.

VOLUNTEER

09/2011–05/2013

Packard Avenue Community Clinic, Cudahy, Wisconsin

- Greeted and registered clients.
- Created and maintained medical records.
- Answered questions about clinic services.
- Provided referral information when appropriate.
- Assisted with cleaning and maintenance of the clinic office.

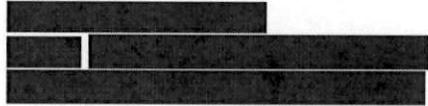
VOLUNTEER

01/2011–05/2011

Hunger Task Force, Milwaukee, Wisconsin

- Assisted with food cultivation and preparation on the Hunger Task Force's Franklin Farm.
 - Assisted with office tasks and duties.
-

DAYANA KUPISK, PhD



CAREER OBJECTIVE and KEY QUALIFICATIONS

To promote youth and family well-being through the translation of cutting edge research into data- driven program development, digital and reflexive content dissemination, and training that supports quality systems collaboration, wise decision-making and relationship building necessary for positive developmental outcomes.

Eight years of experience conducting highly rigorous quantitative and qualitative research from concept to publication in experimental behavioral psychology, with unique focus on synthesizing and interpreting data for programs and applied settings including digital learning, individual coaching, staff development, community capacity building and train-the-trainer materials. Exceptional expertise in dynamic, solution-driven management with leadership skills to manage multiple projects simultaneously. Excellent communication ability combined with highly effective interpersonal skills necessary for building positive, collaborative relationships across academic, corporate, government and non-profit systems.

EDUCATION

2016- 2019	PhD, Human Ecology, <i>University of Wisconsin-Madison</i>
2013-2016	M.S., Human Ecology, <i>University of Wisconsin-Madison</i>
2008-2011	B.A., Psychology, Honors, <i>University of Michigan-Ann Arbor</i>

SELECTED ACCOMPLISHMENTS

RESEARCH, DATA ANALYSIS, AND EVALUATION

- Conducted multiple independent research projects to explore employee decision-making in the workplace; conducted 1:1 interviews, designed and administered large scale surveys
- Developed and executed experimental design study testing effectiveness of mobile applications on promoting positive health and wellness outcomes while working collaboratively with app developers
- Conducted qualitative and quantitative evaluation of national education program for institutional audit

TRAINING, INSTRUCTION AND COMMUNICATION OF RESEARCH

- Instructed at the university level for 3+ years, with up to 120 students per semester
- Facilitated interactive workshops and trainings for groups of youth, adults, parents and professionals ranging in size from 6 to 20 on performance and skill building
- Developed 5+ research-based programs and training manuals for service providers to more effectively delivery content to their clients and program participants

HUMAN SERVICES AND PROJECT MANAGEMENT

- Managed outreach project, overseeing up to 10 individuals, to provide community stakeholders with research-based briefs reflecting needs assessment on homelessness services
- Managed 2 university-based blogs aimed providing research-based information to broad audiences, including content development, website analytics, and social media marketing
- Fostered strong connections with local business and schools to develop employment training opportunities for youth, in conjunction with employment education

CAREER HISTORY

Program Associate , National Council on Crime and Delinquency, Madison, WI	December 2019 – Present
Performance Coach , CAP Program	May 2019 – Present
Research Consultant , Dayana Kupisk, PhD, LLC	Nov 2014 – Present
University of Wisconsin-Madison, Madison, WI	Sept 2013 – November 2019
Research Associate, Center for Child and Family Well-Being	August 2019 – November 2019
Project Manager, Money Relationships and Equality Initiative	Nov 2018 – May 2019
Project Assistant, Child and Family Ecologies Lab	Jan 2018 – July 2018
Instructor, Consuming Happiness	Sept 2016 – Dec 2018
Teaching Assistant, Consuming Happiness	Jan 2016 – July 2016
Teaching Assistant, Bridging the Gap: From Research to Action	Sept 2015 – Dec 2015
Project Manager, Parenthetical, UW-Extension	Aug 2014 – Sept 2015
Youth Employment Counselor , Briarpatch Youth Services, Madison, WI	Mar 2015 – Apr 2017
Shelter Advocate , Domestic Abuse Intervention Services, Madison, WI	Aug 2014 – Mar 2015
Youth Specialist/Mentor , FLYY Mentoring, Madison, WI	Sept 2014 – Sept 2015
University of Michigan, Ann Arbor, MI	
Research Assistant, Conceptual Development Lab	Sept 2009 – Feb 2013
Research Assistant, Political Networks Lab Group	Sept 2010 – Dec 2010
Life Skills Coordinator , Ozone House, Ann Arbor MI	Sept 2010 – Feb 2012

SOFTWARE PROFICIENCY

Qualitative Analysis	MAXQDA
Quantitative Analysis	SPSS, R, Mplus, Excel, Qualtrics, Survey Monkey
Communication	Slack, Piktochart, Microsoft Office, Google documents, doodle

PROFESSIONAL DEVELOPMENT

2019	Emotional Intelligence in the Workplace, <i>Dreambank</i> The Secret to Success with LinkedIn, <i>DreamBrank</i>
2018	Coaching and Developing others, <i>UW-Madison Office of Human Resources Prepared to Lead</i> Influencing teams from within, <i>UW-Madison Office of Human Resources Prepared to Lead</i> I-LEAP, Learning Environment and Pedagogies Training, <i>UW-Madison</i>
2017	Teaching the Wisconsin Experience Symposium, <i>UW-Madison</i> Breaking the prejudice habit: Creating inclusion and overcoming bias, <i>UW-Madison</i>
2016	Mexican American Legal Defense Fund (MALDEF) Parent school partnership trainer workshop Teaching to empower, Delta Roundtable, <i>UW-Madison</i> Cross-Systems Collaboration

CLINICAL TRAINING

2017	Adverse childhood experiences: What we know and what we can do Distinguished Lecture series: <i>Systemic Racism and Police Brutality</i>
2016	Cross-Systems Collaboration
2015	Youth Resource Network Training: Discussing Social and Racial Justice Issues with Youth Screening, Brief Intervention and Referral to Treatment training
2013	Child Trauma Academy's Bonding and Attachment in Maltreated Children Working with Youth: A Strength-Based Perspective
2012	Community Building Understanding Youth Homelessness in the Context of Trauma

SELECTED PUBLICATIONS AND PRESENTATIONS

Kupisk, D. (2019). The practical guide to making wise financial decisions. Available through Amazon via https://www.amazon.com/dp/B07S91Z3RZ/ref=rdr_kindle_ext_tmb

Channel 3000 Interview, Madison, WI

Taking time off, staying close to home is beneficial to work, life, expert says. (February 22, 2017). <http://www.channel3000.com/news/money/got-vacation-days-use-them/353192534>.

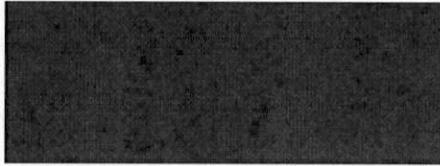
Henningfield, A. & **Kupisk, D.** (Sept/Oct 2017). Lessons learned in the dark: The role of practical wisdom in effective camp staffing. *Camping Magazine*, 90(5), 58-63.

Kupisk, D. (Summer 2016). F.O.R.G.I.V.E.: Forgiveness over revenge - Grief, insight, and virtue through education. Intervention manual designed for school counselor's for introducing forgiveness to high school students. Published by the International Forgiveness Institute.

Small, S.A. & **Kupisk, D.** (March 2016). The role of wisdom in youth and family practice. National Webinar for the National Council on Family Relations.

Small, S. & **Kupisk, D.** (2015). Wisdom in family practice. In M. Walcheski and Rienke (Eds.), *Family Life Education: The Practice of Family Science* (3rd ed.) Minneapolis: National Council on Family Relations.

ERIN WICKE DANKERT



EDUCATION

University of Wisconsin–Madison

Bachelor of Science, statistics, sociology, concentration in analysis and research; psychology (2006)

PROFESSIONAL EXPERIENCE

RESEARCHER

2006 – Present

National Council on Crime and Delinquency, Madison, Wisconsin

- Ad hoc and routine data analysis and reporting for child welfare agencies using SQL and SPSS; documentation of complex methodology; risk validation and recurrence of maltreatment studies in child welfare, adult protection, and juvenile justice; report writing, including routine management reports; data collection and entry; facilitating work groups; quality improvement

UNDERGRADUATE RESEARCH ASSISTANT

2004–2006

Wisconsin Longitudinal Study, University of Wisconsin–Madison

- Transcription of audio segments to assess respondents' cognitive abilities; processing interviewer notes and making data corrections; creating variables for public use from raw data; writing documentation and designing flowcharts for public access; performing statistical analyses for use in a summary report for the respondents; maintaining confidentiality standards

ADDITIONAL RESEARCH EXPERIENCE

- Wide range of experience using statistical computing packages, including SAS, SPSS, MINITAB, R, and STATA
- Experience navigating large relational databases, including those housed in ORACLE and Access databases.

- Class Projects, University of Wisconsin–Madison, College of Letters and Science Survey design and analysis; conducting interviews and focus groups; experimental design and analysis; regression analysis; data modeling

PUBLICATIONS

- 2015 Wicke Dankert, E., & Bogie, A. *Preliminary risk assessment fit analysis of the SDM family risk assessment*. Madison, WI: National Council on Crime and Delinquency.
- 2014 Wicke Dankert, E., & Johnson, K. *California risk assessment validation 2013: A prospective study*. Madison, WI: National Council on Crime and Delinquency.
- 2013 Johnson, K., Bogie, A., & Wicke Dankert, E. *Predictive data analyses to test the validity of the risk of recidivism assessment*. Prepared for Texas Department of Family and Protective Services. The Children’s Research Center, a center of the National Council on Crime and Delinquency (76 pages).
-

PRESENTATIONS

- Child Welfare in the Information Age: Translating Data Into Practice (NCCD Conference on Children, Youth, and Families, 2014)
- Structured Decision Making: Applying Research-Based Risk Assessment in Differential Response and Child Protection (American Humane Association’s Conference on Differential Response in Child Welfare, 2011)

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract*
Jennifer Cotter	Associate Director	\$32,000
Doug Smith	Senior Program Specialist	\$50,000
Dayana Kupisk	Program Specialist	\$36,000
Erin Wicke-Dankert	Data Analytics Manager	\$18,500

*Includes salary, fringe benefits, overhead, other.