



Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

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

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ARC
5A

January 12, 2023

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** amendment to an existing contract with Evident Change (VC#164062), Madison, WI, to continue 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, by exercising a contract renewal option with no change to the price limitation of \$269,300 and extending the completion date from June 30, 2023 to June 30, 2024, effective July 1, 2023, or upon Governor and Council approval, whichever is later. 100% Federal Funds.

The original contract was approved by Governor and Council on March 23, 2022, item #26.

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractor developed and owns all intellectual property rights, title, and interest, including copyrights, of Structured Decision Making® (SDM®). The Contractor is the only organization that develops and supports decision-making models that incorporate actuarial risk assessments for Adult Protective Services (APS) programs. 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. Updating this tool is critical to support the work of the Adult Protection Social Workers as they carry out their responsibilities.

The purpose of this request is to extend the contract completion date, at no additional cost, to continue 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.

Approximately 4,000 individuals will be served annually.

The Contractor will continue to conduct a series of activities including, but not limited to planning; discovery; data analysis; assessment customization; training; evaluation; design; consulting and certification, in order to review and revise the actuarial assessment tools needed for current decision-making guidance. This will assist adults that require increased guidance with decision-making to ensure appropriate and adequate service delivery.

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

Should the Governor and Council not authorize this request, APS will not have the tools to make accurate assessments which will impact the ability of APS staff to make timely and appropriate decisions that impact the well-being of adults in need of protective services will be significantly diminished.

Area served: Statewide

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. Weaver
Interim Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Structured Decision Making Assessment Review and Revision contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Evident Change ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2022 (Item #26), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, or upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

1/17/2023

Date

DocuSigned by:

Melissa Hardy

1232A24049DF406

Name: Melissa Hardy

Title: Director, DLTSS

Evident Change

1/17/2023

Date

DocuSigned by:

Kathy Park

4AF7FD0228E493

Name: Kathy Park

Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/18/2023

Date

DocuSigned by:
Robyn Guarino

748734844941460

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: 0005920262



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of January A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
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 March 21, 2022, 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: January 10, 2023


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 426 S. Yellowstone Madison, WI 53719	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Policy: Excess 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: Excess 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: Excess 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#: UC14332375.22-115
 Carrier: Underwriters at Lloyd's, London
 Policy Term: 10/14/2022 To 10/14/2023
 Employee Theft: Limit: \$500,000 / Deductible: \$2,500
 ERISA: Limit: \$500,000
 Forgery or alteration: Limit: \$500,000 / Deductible: \$2,500
 Theft of money and securities: Limit: \$500,000 / Deductible: \$2,500
 Money and securities: Limit: \$500,000 / Deductible: \$2,500
 Computer fraud: Limit: \$500,000 / Deductible: \$2,500
 Funds transfer fraud: Limit: \$500,000 / Deductible: \$2,500
 Money orders and counterfeit paper currency: Limit: \$500,000 / Deductible: \$2,500
 Other (Cyber Deception): Limit: \$150,000 / Deductible: \$10,000

Policy: Employee Benefits
 Policy#: 2022-71332
 Carrier: Alliance of Nonprofits for Insurance Grp
 Policy Term: 11/14/2022 To 11/14/2023
 Retro Date: 10/14/2010
 Occurrence: \$1,000,000 / Aggregate: \$2,000,000

Full name of certificate holder: State of New Hampshire, NH Department of Health and Human Services, Bureau of Elderly & Adult Services. Certificate holder is included as an Additional Insured as required by written contract. 30 days notice of cancellation applies; 10 days for nonpayment of premium.

POLICY NUMBER: 2022-71332
 Named Insured: Evident Change

COMMERCIAL GENERAL LIABILITY
 CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

EVIDENT CHANGE

Inform Systems. Transform Lives.

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, 2022 AND 2021

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021

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* * * *



Board of Directors
Evident Change
Oakland, California

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

SHERMAN G. LEONG

INDEPENDENT AUDITOR'S REPORT

Report on the Audit of the Financial Statements

Opinion

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, 2022 and 2021, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Evident Change as of June 30, 2022 and 2021, 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.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (Government Auditing Standards)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Evident Change and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Evident Change's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Evident Change's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Evident Change's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards on page 22, as required by Title 2 U.S. *Code of Federal Regulations* 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 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 27, 2022 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 Huen and Joyce LLP

October 27, 2022

EVIDENT CHANGE
(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)
(A New York Nonprofit Public Benefit Corporation)
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

	2022	2021
ASSETS		
Current assets:		
Cash	\$ 4,681,196	\$ 8,293,563
Accounts receivable (Note 3):		
Contracts with customers – net	3,896,915	2,802,951
Unbilled	207,034	253,285
Contributions and other	-	212,675
Investments (Note 4)	2,589,871	263,447
Prepaid expenses	244,849	174,369
Total current assets	11,619,865	12,000,290
Property and equipment – net (Note 5)	1,846,724	2,094,627
Beneficial interest in perpetual trust (Note 4)	198,401	251,916
Security deposits	24,009	24,009
Total assets	\$ 13,688,999	\$ 14,370,842
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	\$ 632,619	\$ 595,535
Accrued expenses	932,091	1,221,593
Deferred contract revenue (Note 8)	849,564	1,061,490
Deferred rent (Note 7)	30,202	16,124
Capital lease obligation – current portion (Note 7)	49,757	97,884
Notes payable – current portion (Note 6)	30,338	26,752
Total current liabilities	2,524,571	3,019,378
Capital lease obligation – net of current portion (Note 7)	57,263	107,021
Notes payable – net of current portion (Note 6)	1,109,308	1,142,318
Total liabilities	3,691,142	4,268,717
Net assets:		
Without donor restrictions	9,336,690	9,337,898
With donor restrictions (Note 9)	661,167	764,227
Total net assets	9,997,857	10,102,125
Total liabilities and net assets	\$ 13,688,999	\$ 14,370,842

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, 2022 AND 2021

	2022			2021		
	<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	\$ 16,506,151	\$ -	\$ 16,506,151	\$ 16,247,740	\$ -	\$ 16,247,740
Contributions	54,743	350,000	404,743	264,682	30,000	294,682
Gain from loan forgiveness (Note 6)	-	-	-	1,886,627	-	1,886,627
Investment income (loss)	(316,262)	(53,515)	(369,777)	2,373	41,016	43,389
Other income	38,526	-	38,526	10,478	-	10,478
Total support and revenue	16,283,158	296,485	16,579,643	18,411,900	71,016	18,482,916
Net assets released from restrictions:						
Satisfaction of purpose restrictions (Note 9)	399,545	(399,545)	-	326,221	(326,221)	-
Total support and revenue	16,682,703	(103,060)	16,579,643	18,738,121	(255,205)	18,482,916
Expenses:						
Program services:						
Adult Criminal Justice	3,077,005	-	3,077,005	1,922,411	-	1,922,411
Juvenile Justice	673,128	-	673,128	588,526	-	588,526
Child Welfare	7,604,325	-	7,604,325	7,706,986	-	7,706,986
Adult Protective Services	512,147	-	512,147	263,113	-	263,113
Education	153,826	-	153,826	123,585	-	123,585
Supporting services:						
Management and general	4,648,809	-	4,648,809	4,762,978	-	4,762,978
Fundraising	14,671	-	14,671	8,273	-	8,273
Total expenses	16,683,911	-	16,683,911	15,375,872	-	15,375,872
Change in net assets	(1,208)	(103,060)	(104,268)	3,362,249	(255,205)	3,107,044
Net assets, beginning of year	9,337,898	764,227	10,102,125	5,975,649	1,019,432	6,995,081
Net assets, end of year	\$ 9,336,690	\$ 661,167	\$ 9,997,857	\$ 9,337,898	\$ 764,227	\$ 10,102,125

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, 2022 AND 2021

	2022										
	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	\$ 1,059,296	\$ 468,946	\$ 4,751,559	\$ 331,123	\$ 121,385	\$ 6,732,309	\$ 2,279,685	\$ 11,779	\$ 2,291,464	\$ 9,023,773	
Employee benefits and payroll taxes	239,257	105,737	1,074,190	74,172	25,757	1,519,113	865,385	2,636	868,021	2,387,134	
Total salaries and related expenses	1,298,553	574,683	5,825,749	405,295	147,142	8,251,422	3,145,070	14,415	3,159,485	11,410,907	
Consultants	1,540,927	34,845	1,094,577	74,149	46	2,744,544	612,743	21	612,764	3,357,308	
Legal	-	16,273	16,609	-	-	32,882	24,160	-	24,160	57,042	
Travel	32,042	5,369	80,323	3,128	96	120,958	31,690	-	31,690	152,648	
Equipment	95,114	10,014	262,042	8,988	30	376,188	67,280	14	67,294	443,482	
Occupancy costs	48,194	21,328	216,214	15,042	5,461	306,239	117,259	-	117,259	423,498	
Communications	20,077	983	18,744	1,802	6	41,612	19,862	3	19,865	61,477	
Supplies	33,090	3,043	32,088	1,729	369	70,319	57,293	5	57,298	127,617	
Conferences and meetings	417	2,502	11,066	49	-	14,034	15,867	-	15,867	29,901	
Interest	5,955	2,636	26,718	1,859	675	37,843	14,489	-	14,489	52,332	
Insurance	-	-	-	-	-	-	204,848	-	204,848	204,848	
Postage and shipping	-	325	325	-	-	650	14,391	-	14,391	15,041	
Copying and printing	198	112	2,751	-	-	3,061	3,073	-	3,073	6,134	
Miscellaneous	500	135	258	5	-	898	16,604	213	16,817	17,715	
Total expenses before depreciation	3,075,067	672,248	7,587,464	512,046	153,825	12,000,650	4,344,629	14,671	4,359,300	16,359,950	
Depreciation	1,938	880	16,861	101	1	19,781	304,180	-	304,180	323,961	
Total expenses	\$ 3,077,005	\$ 673,128	\$ 7,604,325	\$ 512,147	\$ 153,826	\$ 12,020,431	\$ 4,648,809	\$ 14,671	\$ 4,663,480	\$ 16,683,911	

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

EVIDENT CHANGE
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	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.

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	2022	2021
Cash flows from operating activities:		
Change in net assets	\$ (104,268)	\$ 3,107,044
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	323,961	357,131
Loss (gain) from beneficial interest in perpetual trust	53,515	(41,016)
Gain from loan forgiveness	-	(1,876,550)
Decrease (increase) in assets:		
Grants receivable	(1,093,964)	343,782
Unbilled receivable	46,251	(56,284)
Other receivable	212,675	209,569
Prepaid expenses	(70,480)	272,196
Increase (decrease) in liabilities:		
Accounts payable	37,084	53,666
Accrued expenses	(289,502)	178,130
Deferred revenue	(211,926)	416,568
Deferred rent	14,078	(8,718)
Total adjustments	(978,308)	(151,526)
Net cash provided by (used in) operating activities	(1,082,576)	2,955,518
Cash flows from investing activities:		
Net decrease (increase) in investments	(2,326,424)	2,479
Purchase of property and equipment	(76,058)	(386,581)
Net cash used in investing activities	(2,402,482)	(384,102)
Cash flows from financing activities:		
Payment of capital lease obligation	(97,885)	(129,522)
Net proceeds from (payments of) notes payable	(29,424)	49,121
Net cash used in financing activities	(127,309)	(80,401)
Net increase (decrease) in cash	(3,612,367)	2,491,015
Cash, beginning of year	8,293,563	5,802,548
Cash, end of year	\$ 4,681,196	\$ 8,293,563
Supplementary information:		
Cash paid for interest	\$ 52,332	\$ 64,664

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

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NOTES TO FINANCIAL STATEMENTS
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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.

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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.

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.

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'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 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, 2022 and 2021:

	2022		
	<i>Fixed Fee Contracts</i>	<i>Time and Expense Contracts</i>	<i>Total</i>
Products transferred to customers at a point in time	\$ -	\$ 3,323,465	\$ 3,323,465
Services transferred to customers over time	13,182,686	-	13,182,686
Total	\$ 13,182,686	\$ 3,323,465	\$ 16,506,151

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	2021		
	<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

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 6% and 4% of total support and revenue in 2022 and 2021, 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 has approximately 155 projects in place as of June 30, 2022 with completion dates in the future ranging year 2023 through 2025. The budget for completing these projects in the future is approximately \$11.9 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 \$4,182,000 as of June 30, 2022. 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, 2022 and 2021.

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Investments

Under accounting principles generally accepted in the United States of America, 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.

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

Property and equipment is 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.

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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 2018 through 2021 are subject to examination by regulatory agencies, generally for three years and four years after they were filed for federal and state, respectively.

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 27, 2022, the date on which the financial statements were available to be issued. On July 22, 2022, Evident Change obtained a \$500,000 line of credit from The Park Bank as working capital, with a variable interest rate calculated as index plus .500 percentage points over the index per annum, which will mature on July 22, 2023. The line is secured by various assets of Evident Change and requires monthly payments of interest only.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivables are summarized as follows:

	2022	2021
Contract billings receivable	\$ 3,946,915	\$ 2,852,951
Less allowance for doubtful accounts	(50,000)	(50,000)
Net contract billings receivable	3,896,915	2,802,951
Unbilled time and expenses	207,034	253,285
Contributions	-	212,675
Total	<u>\$ 4,103,949</u>	<u>\$ 3,268,911</u>

In 2021, \$266,184 unconditional grants were awarded of which \$12,675 and \$258,509 was received in 2022 and 2021, respectively. 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, 2022 and 2021, the contributions receivable amounted to \$0- and \$212,675, respectively.

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NOTE 4 – FAIR VALUE MEASUREMENTS - INVESTMENTS

The following financial instruments are valued using Level 1 inputs:

	2022		2021	
	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>
Cash	\$ 80,466	\$ 80,466	\$ -	\$ -
Exchange traded funds	783,602	702,368	-	-
Mutual funds	2,020,977	1,796,275	248,430	263,447
Other assets	12,482	10,762	-	-
	\$ 2,897,527	\$ 2,589,871	\$ 248,430	\$ 263,447

The following financial instruments are valued using Level 3 inputs:

	2022		2021	
	Cost	<i>Significant Unobservable Inputs (Level 3)</i>	Cost	<i>Significant Unobservable Inputs (Level 3)</i>
Beneficial interest in perpetual trust	\$ 212,106	\$ 198,401	\$ 213,369	\$ 251,916

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

	2022	2021
Beginning balance	\$ 251,916	\$ 210,900
Realized and unrealized gain (loss)	(53,515)	41,016
Ending balance	\$ 198,401	\$ 251,916

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 are reported as *Investment Income* in the statements of activities.

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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, 2022 and 2021) 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 are summarized as follows:

	2022	2021
Land	\$ 683,000	\$ 683,000
Building and improvements	2,176,800	2,172,723
Furniture	279,738	279,738
Computer and office equipment	2,142,232	2,253,945
	5,281,770	5,389,406
Less: accumulated depreciation	(3,435,046)	(3,294,779)
Total property and equipment	<u>\$ 1,846,724</u>	<u>\$ 2,094,627</u>

Depreciation expense for the years ended June 30, 2022 and 2021 was \$323,961 and \$357,131, respectively.

NOTE 6 – NOTES PAYABLE

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

	2022	2021
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 \$1,055,516 for the remaining principal and interest, payable on September 16, 2025. Interest expense was \$46,005 and \$35,366 in 2022 and 2021, respectively.	<u>1,139,646</u>	<u>1,169,070</u>
Total	1,139,646	1,169,070
Less: current portion	<u>(30,338)</u>	<u>(26,752)</u>
Long-term portion	<u>\$ 1,109,308</u>	<u>\$ 1,142,318</u>

During 2020, Evident Change received proceeds of loan from Park Bank Paycheck Protection Program (PPP loan) totaling \$1,876,550. The loan was forgiven in 2021. During 2021, Evident Change received proceeds of \$10,077 from the Economic Injury Disaster Loan. This loan was also forgiven in 2021 together with the PPP loan resulting to a total gain from loan forgiveness of \$1,886,627.

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

	<i>Year Ended June 30,</i>
2023	\$ 30,338
2024	31,454
2025	32,858
2026	1,044,996
2027	

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.

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 was \$296,704 and \$272,244 for the years ended June 30, 2022 and 2021, respectively. Deferred rent as of June 30, 2022 and 2021 was \$30,202 and \$16,124, respectively.

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, 2022 and 2021, the amount capitalized under these agreements included in property and equipment was \$197,455 and \$346,418, respectively, and accumulated amortization included in depreciation expense with respect to these assets was \$95,991 and \$128,080, respectively. Interest expense from the capital leases was \$6,328 and \$10,923 for the years ended June 30, 2022 and 2021, respectively.

Future minimum lease payments under capital leases and operating leases as of June 30, 2022 are as follows:

	<i>Capital Leases</i>	<i>Operating Leases</i>
2023	\$ 54,785	\$ 286,009
2024	45,804	120,045
2025	11,172	-
2026	-	-
2027	-	-
Total minimum lease payments	111,761	\$ 406,054
Less: amount representing interest	(4,741)	
Present value of minimum lease payments	107,020	
Less: current portion	(49,757)	
Long-term portion	\$ 57,263	

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NOTE 8 – DEFERRED REVENUE

Deferred revenue consists of the following:

	2022	2021
Unearned subscription revenue ⁽¹⁾	\$ 849,564	\$ 749,490
Unearned contract income ⁽²⁾	-	312,000
Total deferred revenue	\$ 849,564	\$ 1,061,490

⁽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, 2022 and 2021 amounting to \$-0- and \$312,000.

NOTE 9 – NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are for the following purposes or periods:

	2022				
	<i>June 30, 2021</i>	<i>Contributions</i>	<i>Releases from Restrictions</i>	<i>Realized and Unrealized Gain</i>	<i>June 30, 2022</i>
Subject to expenditure for specific purpose:					
Juvenile Justice	\$ 56,130	\$ 100,00	\$ (51,800)	\$ -	\$ 104,330
Child Welfare	20,781	90,000	(39,431)	-	71,350
Data for Equity	435,400	160,000	(308,314)	-	287,086
Not subject to spending policy or appropriation:					
Beneficial interest in perpetual trust (Note 4)	251,916	-	-	(53,515)	198,401
	\$ 764,227	\$ 350,000	\$ (399,545)	\$ (53,515)	\$ 661,167

EVIDENT CHANGE
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(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021

	2021				
	<i>June 30, 2020</i>	<i>Contributions</i>	<i>Releases from Restrictions</i>	<i>Realized and Unrealized Loss</i>	<i>June 30, 2021</i>
Subject to expenditure for specific purpose:					
Juvenile Justice	\$ 133,682	\$ -	\$ (77,552)	\$ -	\$ 56,130
Child Welfare	90,316	30,000	(99,535)	-	20,781
Data for Equity	584,534	-	(149,134)	-	435,400
Not subject to spending policy or appropriation:					
Beneficial interest in perpetual trust (Note 4)	210,900	-	-	41,016	251,916
	\$ 1,019,432	\$ 30,000	\$ (326,221)	\$ 41,016	\$ 764,227

NOTE 10 – LIQUIDITY AND AVAILABILITY

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

	2022	2021
Financial assets at end of year:		
Cash	\$ 4,681,196	\$ 8,293,563
Contracts receivable, net	3,896,915	2,802,951
Other receivables	-	212,675
Investments	2,589,871	263,447
	11,167,982	11,572,636
Less financial assets not available for general expenditures:		
Cash subject to expenditure for specific purpose	(462,766)	(307,907)
Financial assets available for general expenditures within one year	\$ 10,705,216	\$ 11,264,729

The above net financial assets available for general expenditures include \$849,564 and \$1,061,490 in deferred revenue which had not been earned as of June 30, 2022 and 2021, 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.

EVIDENT CHANGE
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(A New York Nonprofit Public Benefit Corporation)
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021

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.

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, 2022), 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, 2022 and 2021, Evident Change incurred pension plan expenses totaling \$322,287 and \$322,810, 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 – LINE OF CREDIT

On July 22, 2021, Evident Change obtained a \$500,000 line of credit from The Park Bank as working capital, with a variable interest rate calculated as index plus .500 percentage points over the index per annum, which matured on July 22, 2022. The line is secured by various assets of Evident Change and requires monthly payments of interest only. There was no outstanding balance on the line of credit at June 30, 2022.

EVIDENT CHANGE
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NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 15 – 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, 2022 and 2021.

COVID-19 Pandemic

The emergence and spread of the coronavirus (COVID-19) 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 residents, 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, 2022

<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		\$ 78,053	\$ -
Services for Trafficking Victims	16.320		6,251	-
Total U.S. Department of Justice			<u>84,304</u>	<u>-</u>
<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		369,914	-
Pass-through awards from Arkansas Division of Children and Families: Title IV-E Foster Care	93.658		398,385	-
Pass-through awards from Los Angeles County Department of Public Social Services: Title IV-E Foster Care	93.658		122,117	-
Pass-through awards from Riverside County Department of Public Social Services: Title IV-E Foster Care	93.658		2,144	-
Pass-through awards from San Francisco County Department of Public Social Services: Title IV-E Foster Care	93.658		1,049	-
Subtotal Program 93.658			<u>893,609</u>	<u>-</u>
Pass-through award from Iowa Department of Human Services (DHS): Children's Justice Grants to States	96.643		28,167	-
Pass-through awards from Alaska Division of Children and Families: Elder Abuse Prevention Intervention Programs	93.747		80,659	-
Total U.S. Department of Health and Human Services			<u>1,002,435</u>	<u>-</u>
TOTAL FEDERAL AWARDS			<u>\$ 1,086,739</u>	<u>\$ -</u>

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, 2022

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, 2022, 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, 2022

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	<u> X </u> No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	_____ Yes	<u> X </u> None reported
Noncompliance material to financial statements noted?	_____ Yes	<u> X </u> No

Federal Awards

Internal control over major programs:		
Material weakness(es) identified?	_____ Yes	<u> X </u> No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	_____ Yes	<u> X </u> 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	<u> X </u> No
Identification of major programs:	<u>Name of Federal Program or Cluster</u>	
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?	<u> X </u> Yes	_____ No

Section II – Financial Statement Findings

None noted.

Section III – Federal Awards Findings and Questioned Costs

None noted.



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

Board of Directors
Evident Change
Oakland, California

**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, 2022, 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 27, 2022.

Report on 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 or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

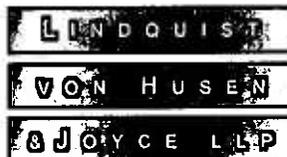
As part of obtaining reasonable assurance about whether Evident Change's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material 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.

Lindquist, von Huesen and Joyce LLP

October 27, 2022



ALEXIS H. WONG
CHARLOTTE SIEW-KUN TAY
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Board of Directors
Evident Change
Oakland, California

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

Report on Compliance for Major Federal Program

Opinion on 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 Evident Change's major federal program for the year ended June 30, 2022. Evident Change's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

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 its major federal program for the year ended June 30, 2022.

Basis for Opinion on Major Federal Program

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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Evident Change and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of Evident Change's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provision of contracts or grant agreements applicable to Evident Change's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Evident Change's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Evident Change's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Evident Change's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Evident Change's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 Evident Change's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on 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 Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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.

Lindquist, von Husen and Joyce LLP

October 27, 2022

EVIDENT CHANGE

Inform Systems. Transform Lives.

EVIDENT CHANGE BOARD OF DIRECTORS OCTOBER 2022

Frances P. Allegra (Chair)

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

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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.)

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Public Health Management Corporation

Aurie Hall

Director, OSI-Baltimore Criminal Justice and
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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

CATHERINE PARADISIN

EDUCATION

University of Wisconsin-Madison
BA in sociology and legal studies (2013)

PROFESSIONAL EXPERIENCE

PROGRAM ASSOCIATE

February 2017 – Present

Evident Change, Madison, Wisconsin

- Assist in developing and supporting new Structured Decision Making® 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.
-

TRACKER/FIELD RESEARCHER

September – November 2016

American Bridge 21st Century, Pittsburgh, Pennsylvania

- Worked to hold GOP candidates in Presidential, Senate, and Congressional races accountable through oppositional research and political tracking.
 - Obtained, edited, and uploaded video and audio footage from political events to use in advertisements.
 - Monitored social media and local and national news daily to flag relevant events, mentions, and media clips for members of our communications team.
-

CORPS MEMBER

February – August 2016

AmeriCorps National Civilian Community Corps

- Served with various nonprofit organizations on the east coast.
 - Worked as a counselor at a summer camp for homeless children in New Jersey.
 - Led afterschool programs and campground re-construction at a YMCA in Connecticut.
 - Performed maintenance on sailboats used by people with disabilities in Maryland.
-

OFFICE OPERATIONS ASSOCIATE

May – September 2015

Mendota Mental Health Institute, Madison, Wisconsin

- Prepared new employee orientation materials and scheduled new employee health appointments.
 - Assisted with HR recruitment process and acted as HR point of contact for current employees.
-

FINANCIAL SPECIALIST

February 2014 – May 2015

Wisconsin Department of Administration, Madison, Wisconsin

- Calculated and billed state fees for both large and small budget state building projects.
 - Coordinated and maintained plan and specification documents for state building projects.
-

OFFICE ASSISTANT

July 2011 – August 2012

Research Animal Resources Center, Madison, Wisconsin

- Scanned, filed, and entered research protocol data and associated paperwork into computer database.
 - Organized and maintained minutes from monthly institutional animal care and use committee meetings.
-

RECEPTIONIST

Psychiatric Services, Madison, Wisconsin

June 2010 – March 2011

- Answered phones, scheduled appointments, filed paperwork, and performed other secretarial duties.
 - Kept records of confidential patient documents while acting as a liaison between doctors and patients.
-

VOLUNTEER EXPERIENCE

Young Progressives

April 2012 – September 2013

- Spread progressive ideals among the community through canvassing, phone banks, and meetings.
 - Assisted media director in the coverage of important happenings and events at the State Capitol.
-

Porchlight

June 2011 – September 2013

- Assisted homeless residents in housing/employment searches, applications, and interview preparation.
-

Peace Lutheran Church

September 2008 – December 2010

- Served on a mission in the Gulf Coast to repair damage from Hurricane Katrina.
-

DAYANA KUPISK

EDUCATION

University of Wisconsin–Madison
MS, human ecology (2016)
PhD, human ecology (2019)

University of Michigan
BA, psychology (2011)

PROFESSIONAL EXPERIENCE

CHILD WELFARE SYSTEMS RESEARCH

May 2022 – Present

Evident Change, Madison, Wisconsin

- Lead key aspects of research, evaluation and CQI efforts from project initiation through project completion, including the management of project budgets and deliverables
- Collaborate across research, analytics, and practice departments to execute implementation evaluation and CQI efforts across multiple complex projects domestically and internationally
- Support and mentor staff in growing skills in social justice research and evaluation methods
- Lead development of project and grant proposals and independent research initiatives related to decision-making within systems impacting social justice

PROGRAM SPECIALIST

December 2019 – April 2022

Evident Change, Madison, Wisconsin

- Managed complex multi-year structured decision making (SDM) implementation projects with CPS agencies in the United States and internationally, while simultaneously supporting ongoing deliverables such as co-creation of decision-support tools and policy, conducting inter-rater reliability and field testing, developing curriculum, facilitating training, and technical assistance
- Supported development of infrastructure for evaluating SDM implementation and ongoing CQI

- Innovated engaging, relevant approaches for training and visioning with diverse stakeholders
 - Advanced equity efforts through personal development and professional project contributions
 - Worked collaboratively across practice and research departments
-

RESEARCH CONSULTANT

November 2014 – Present

Dayana Kupisk, PhD, LLC, Madison, Wisconsin

Perform project-based consulting, including data management, program development, and evaluation projects related to child and family well-being

PERFORMANCE COACH

May 2019 – December 2021

Candidate Coaching Action Plan Program, Madison, Wisconsin

Support ongoing education and workplace readiness development through one-on-one monthly coaching and goal planning sessions.

RESEARCH ASSOCIATE

August 2019 – November 2019

Center for Child and Family Well-Being, UW-Madison

- Supported Mindfulness Parenting Program evaluation strategies, including survey design, data analysis, and reporting.
 - Designed communication strategies to be used with stakeholders and readership, including use of social media.
 - Helped plan and organize International Conference on Mindfulness.
 - Streamlined communication efforts and developed effective reporting tools.
-

PROJECT MANAGER

November 2018 – May 2019

Money, Relationships, and Equality Initiative, UW-Madison

- Developed workbook content on wise and equitable financial decision making.
 - Developed innovative communication and engagement processes for readership.
 - Developed strategic planning and stakeholder reporting processes.
-

PROJECT ASSISTANT

January 2018 – July 2018

Child and Family Ecologies Lab, UW–Madison

- Collected data through interviews and cognitive tasks in lab and home settings with children and families to understand the role of black/African American fathers in child school readiness.
 - Supported recruitment efforts through relationship building and community collaboration.
-

INSTRUCTOR

September 2016 – December 2018

School of Human Ecology, UW–Madison

- Designed and facilitated lectures (up to 120 students) and small-group activities for Consuming Happiness, a course focusing on the intersection of well-being, consumerism, and self-help.
 - Designed and used evaluation for student success using exams, written assignments, and group projects.
 - Provided ongoing support to students.
-

TEACHING ASSISTANT

September 2015 – July 2016

School of Human Ecology, UW–Madison

- Designed and facilitated small-group discussions for Bridging the Gap: From Research to Action, a course focusing on the topics of well-being, consumerism, and communication of research to diverse audiences.
 - Evaluated student progress throughout the semester and provided ongoing support.
-

PROJECT MANAGER

August 2014 – September 2015

Parentetical, UW–Extension

Madison, Wisconsin

- Managed Parentetical's blog content and communication with readership on the topic of best practices for parenting teens and tweens.
- Developed new research-based content for the blog.
- Gathered and analyzed data on blog readership and trends.
- Worked with state educators to develop pathways to using the blog for local programming and community building.

YOUTH EMPLOYMENT COUNSELOR

March 2015 – April 2017

Briarpatch Youth Services, Madison, Wisconsin

- Designed and facilitated teen and parent training groups on workforce readiness and parenting practices.
- Designed systems for tracking client progress for reporting purposes.
- Built connections with local school districts to expand workplace training for teens.
- Fostered connections with local businesses to secure supportive work placements for teens.
- Worked as part of a team to assess and tailor programming to meet the needs of unique groups.

SHELTER ADVOCATE

August 2014 – March 2015

Domestic Abuse Intervention Services, Madison, Wisconsin

Provided real-time crisis intervention and support services for women and children using shelter services.

YOUTH SPECIALIST/MENTOR

September 2014 – September 2015

Forward Learning Youth and Young Adults, Madison, Wisconsin

Conducted weekly mentoring sessions with teens to develop positive relationships and gain life skills.

LIFE SKILLS COORDINATOR

January 2010 – August 2013

Ozone House, Ann Arbor, Michigan

- Designed and facilitated weekly life-skills training for groups of homeless young adults.
- Managed all transitional living program elements, including oversight of program functions and staff training and support.
- Collaborated with case managers to provide clients with weekly goal setting and support services.
- Provided real-time crisis intervention and de-escalation.
- Provided supervision of programming at a runaway youth shelter.
- Served as a crisis hotline volunteer.

RESEARCH ASSISTANT

September 2009 – February 2013

University of Michigan

- Collected data from child and parent populations in lab and school settings.
- Completed data entry, coding, and management on topics related to political activism, child cognitive development, positive youth development, and infertility.
- Participated in lab team functions, including presentation of data and project idea development.

SELECT PUBLICATIONS

Henningfield, A., & Kupisk, D. (2017, September/October). Lessons learned in the dark: the role of practical wisdom in effective camp staffing. *Camping Magazine*, 90(5), 58–63.
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Small, S., & Kupisk, D. (2015). Family life education: wisdom in practice. In M. Walcheski and J. Rienke (Eds.), *Family life education: the practice of family science* (3rd ed.), pp. 17–26. National Council on Family Relations.
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CONTRACTOR NAME

Key Personnel

Name,	Job Title	Salary	% Paid from this Contract FY to date 12/31/22	Amount Paid from this Contract FY to date 12/31/22
Catherine Paradisin	Program Specialist	\$70,539	12.5%	\$8 850.51
Dayana Kupisk	Researcher	\$90,393	2.5%	\$2,216.46

26 Max



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

Lori A. Shbinette
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.dbhs.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.

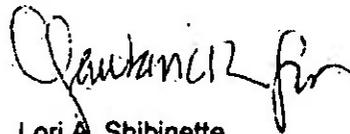
As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council 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 DocuSigned by: Katherine Park Date: 2/16/2022		1.12 Name and Title of Contractor Signatory Katherine Park CEO	
1.13 State Agency Signature DocuSigned by: Christine Santaniello 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 (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Robyn Guano</u> On: 3/7/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement 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

OS
kl

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:

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**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:

**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.

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**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
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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.

**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 the

**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

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**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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by 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.

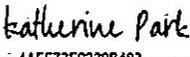
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Contractor Name: Evident Change

2/16/2022

Date

DocuSigned by:

 Name: Katherine Park
 Title: CEO



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Evident Change

2/16/2022

Date

DocuSigned by:

Katherine Park

Name: Katherine Park

Title: CEO

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Vendor Initials

Date 2/16/2022



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

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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 (1)(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

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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

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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

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
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:

 Name: Katherine Park
 Title: CEO

Contractor Initials 
 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 _____ 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 _____

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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

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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.).

Contractor Initials [Signature]

Date 2/16/2022

New Hampshire Department of Health and Human Services

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

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

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

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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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov