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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Weaver
Interim Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 23, 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 for Children, Youth and Families, to enter into a **Sole Source** amendment to an existing contract with Evident Change (Vendor 164062), Madison, WI, to continue providing Structured Decision Making ® services, by increasing the price limitation by $325,000 from $652,925 to $977,925 and by extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023 or upon Governor and Council approval, whichever is later. 100% General Funds.

The original contract was approved by Governor and Council on July 10, 2019, item #14 and most recently amended with Governor and Council approval on June 30, 2021, item #29.

Funds are anticipated to be available in State Fiscal Years 2024 and 2025 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-421010-29570000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD PRETECTION, CHILD PROTECTION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102/500731	Contract for Prog Svc	4210578	$258,000	$0	$258,000
2021	102/500731	Contracts for Prog Svc	4210578	$160,100	$0	$160,100
2022	102/500731	Contracts for Prog Svc	4210578	$22,700	$0	$22,700
2023	102/500731	Contracts for Prog Svc	4210578	$212,125	$0	$212,125
2024	102/500731	Contracts for Prog Svc	4210578	$0	$125,000	$125,000
2025	102/500731	Contracts for Prog Svc	4210578	$0	$200,000	$200,000

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2024	102/500731	Contracts for Prog Svc	4210578	$0	$125,000	$125,000
2025	102/500731	Contracts for Prog Svc	4210578	$0	$200,000	$200,000
			Total	**$652,925**	**$325,000**	**$977,925**

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. Additionally, The Department is seeking to extend the contract beyond the completion date and there are no renewal options available. The Contractor has developed and owns all intellectual property rights, title, and interest, including copyrights, to Structured Decision Making ®. As such, the Department has determined to continue to use these tools as the Contractor provides six (6) sets of evidence informed tools to guide numerous decision points for intake, assessment and family service.

The purpose of this request is for the Contractor to continue to add the Structured Decision Making ® services into the Comprehensive Child Welfare Information System (CCWIS) system. The SDM® consists of various components, including but not limited to screening criteria, safety and risk assessment, policies, procedures, manuals and software certification. The proprietary model assesses criteria for safety and risk in order to guide decision-making at key points when working with families with whom child abuse and/or neglect have been alleged or identified.

Approximately 66,319 individuals will be served annually through 9,869 assessments and 1,605 family services cases based on 2020 data.

Should the Governor and Council not authorize this request, the Department's ability to improve child safety and reduce child abuse and neglect, including fatalities, may be significantly diminished.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

January 26, 2023

Lori A. Weaver, Interim Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Interim Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract amendment with Evident Change as described below and referenced as DoIT No. 2019-098B.

This is a request to amend the current contract with Evident Change for continued Structured Decision Making ® services. The vendor-developed Structured Decision Making ® (SDM®) system is a case management decision-making protocol for child protective services.

There price limitation will increase by $325,000 from $652,925 to $977,925 and the completion date will extend to June 30, 2025, effective July 1, 2023 or upon Governor and Council approval, whichever is later.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2019-098B

cc: Michael Williams, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Structured Decision Making contract is by and between the State of New Hampshire, Department of Health and Human Services and Evident Change.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on 7/10/2019, (Item #14), as amended on 6/30/2021, (Item #29), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, 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, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:.

   $977,925

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit B-1, Amendment #1 Price and Payment Schedule, by replacing it in its entirety with Exhibit B-1, Amendment #2 Price and Payment Schedule, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments 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

2/2/2023
Date

DocuSigned by:
Joseph E. Ribsam, Jr.
Name: Joseph E. Ribsam, Jr.
Title: Director

Evident Change

2/1/2023
Date

DocuSigned by:
Mindy Rowland
Name: Mindy Rowland
Title: Chief Legal & Operating Officer

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

OFFICE OF THE ATTORNEY GENERAL

2/24/2023
Date

DocuSigned by:
Robyn Guarino
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:

New Hampshire Department of Health and Human Services
Structured Decision Making ® Services

Exhibit B-1, Amendment #2, Price and Payment Schedule

Table 1 - State Fiscal Years 2020, 2021, 2022, and 2023		
Deliverable Description	**Deliverable Due Date**	**Firm Fixed Price**
Intake tools Pre-Implementation IRR and Field Testing & final tools	August 31, 2019	$17,800
Project start-up activities	September 30, 2019	$25,400
SDM fidelity review & pre-project planning: policy review	October 31, 2019	$17,600
SDM fidelity review & pre-project planning: data collection	October 31, 2019	$27,600
SDM fidelity review & pre-project planning: decision-point data reviews	December 31,	$19,100
Intake tools curriculum development, training and coaching	January 31, 2021	$30,900
SDM fidelity review & pre-project planning: recommendation meeting	January 31, 2020	$20,400
Preliminary risk assessment analysis	February 28, 2020	$20,000
Risk assessment validation study	April 30, 2020	$60,000
Intake tools post-implementation case review	May 30, 2022	$22,700
Tool customization (safety and risk assessments)	May 30, 2021	$39,550
Tool customization (in-home risk review and reunification risk review assessments)	May 30, 2021	$39,550
Inter-rater Reliability Testing (Assessment tools)	June 30, 2020	$29,000

Exhibit B-1, Amendment #2, Price and Payment Schedule

Field test/tool finalization (Assessment tools)	June 30, 2020	$21,100
Project management	June 30, 2023	$12,000
	Subtotal	***$402,700***

Table 2 - State Fiscal Years 2021, 2022 and 2023		
Deliverable Description	**Deliverable Due Date**	**Firm Fixed Price**
Inter-rater reliability testing (Family Service tools)	August 31, 2020	$29,000
Field test/tool finalization (Family Service tools)	October 31, 2020	$21,100
Training curriculum development	November 30, 2022	$66,400
Conducting training (train-the-trainer model)	June 30, 2023	$60,600
Supervisor training/coaching session	June 30, 2023	$11,125
Project management	June 30, 2023	$12,000
SDM certification	June 30, 2023	$50,000
	Subtotal	***$250,225***

New Hampshire Department of Health and Human Services
Structured Decision Making ® Services

Exhibit B-1, Amendment #2, Price and Payment Schedule

Table 3 - State Fiscal Year 2024		
Deliverable Description	**Deliverable Due Date**	**Firm Fixed Price**
Intake Case Review	6/30/25	$13,500
Assessment & Family Services Case Review Tool Development	6/30/25	$27,000
Manual Updates	6/30/25	$22,500
Project Management	6/30/25	$12,000
SDM Certification (5 tools)	6/30/25	$50,000
	Subtotal	***$125,000***

Table 4 - State Fiscal Year 2025 (July 1, 2024 – June 30, 2025)		
Deliverable Description	**Deliverable Due Date**	**Firm Fixed Price**
Intake Training & Coaching	6/30/25	$20,000
Assessment and Family Services Training for Trainers	6/30/25	$65,000
Assessment and Family Services Supervisor Training/ Coaching Sessions	6/30/25	$50,000 (four sessions)
Assessment & Family Services Case Review	6/30/25	$50,000
Project Management	6/30/25	$15,000
	Subtotal	***$200,000***
	Total	**$977,925**

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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.

David M. Scanlan
Secretary of State

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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 Mindy Rowland, CLOO
(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: Feb 1, 2023

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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA., Inc.
500 N. Brand Blvd, Suite 100
Glendale CA 91203

License#: 0726293
NATICOU-21

CONTACT NAME: Star Metry
PHONE (A/C, No, Ext): 818.539.8623
FAX (A/C, No): 818.539.8723
E-MAIL ADDRESS: Star_Metry@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Insurance Grp	10023
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Evident Change
426 S. Yellowstone
Madison, WI 53719

COVERAGES CERTIFICATE NUMBER: 719593215 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		2022-71332	11/14/2022	11/14/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			2022-71332	11/14/2022	11/14/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp & Collision	$ 0/$500
A	X UMBRELLA LIAB X OCCUR			2022-71332-UMB	11/14/2022	11/14/2023	EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 9,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			2022-71332	11/14/2022	11/14/2023	Per Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Cyber Liability
Policy#: APT1083722
Carrier: Underwriters at Lloyd's London
Policy Term: 12/14/2022 to 12/14/2023
Per Claim: $5,000,000 / Aggregate: $5,000,000 / Retention: $25,000

See Attached...

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Melissa Cuny

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AGENCY CUSTOMER ID: NATICOU-21

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Arthur J. Gallagher & Co.		Evident Change 426 S. Yellowstone Madison, WI 53719
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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#: EKS3457985
Carrier: Scottsdale Insurance Company
Policy Term: 12/14/2022 to 12/14/2023
Limit: $5,000,000 / Aggregate: $5,000,000

Policy: Excess Cyber Liability (2nd Layer)
Policy#: CY5EX00220-221
Carrier: Everest National Insurance Company
Policy Term: 12/14/2022 to 12/14/2023
Aggregate: $5,000,000

Policy: Excess Cyber Liability (3rd Layer)
Policy#: G71835649 003
Carrier: Illinois Union Insurance Company
Policy Term: 12/14/2022 to 12/14/2023
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

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

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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

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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.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Automatic Data Processing Insurance Agency, Inc.

1 Adp Boulevard
Roseland NJ 07068

CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.
PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Rated by Multiple Companies	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED EVIDENT CHANGE
426 S. Yellowstone Dr.
Madison WI 53719

COVERAGES **CERTIFICATE NUMBER:** 2675776 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	76WEGAU3SCW	10/14/2022	10/14/2023	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EVIDENT CHANGE

Inform Systems. Transform Lives.

Our Mission

We promote just and equitable social systems for individuals, families, and communities through research, public policy, and practice.

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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

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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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JOE F. HUIE

SHERMAN G. LEONG

Board of Directors
Evident Change
Oakland, California

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.

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AN INDEPENDENT MEMBER FIRM OF BKR INTERNATIONAL WITH ASSOCIATES IN PRINCIPAL CITIES WORLDWIDE

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.

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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 Husen and Joyce LLP

October 27, 2022

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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.

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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		
	Without Donor Restrictions	*With Donor Restrictions*	*Total*	*Without Donor Restrictions*	*With Donor Restrictions*	*Total*
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.

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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*			
	Adult Criminal Justice	*Juvenile Justice*	*Child Welfare*	*Adult Protective Services*	*Education*	*Total Program Services*	*Management and General*	*Fundraising*	*Total Supporting Services*	*Total*
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.

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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

	2021									
	Program Services						*Supporting Services*			
	Adult Criminal Justice	*Juvenile Justice*	*Child Welfare*	*Adult Protective Services*	*Education*	*Total Program Services*	*Management and General*	*Fundraising*	*Total Supporting Services*	*Total*
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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EVIDENT CHANGE

(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)

(A New York Nonprofit Public Benefit Corporation)

STATEMENTS OF CASH FLOWS

YEARS ENDED JUNE 30, 2022 AND 2021

	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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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		
	Fixed Fee Contracts	*Time and Expense Contracts*	*Total*
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		
	Fixed Fee Contracts	*Time and Expense Contracts*	*Total*
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	$ 4,103,949	$ 3,268,911

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	*Quoted Prices in Active Markets for Identical Assets (Level 1)*	*Cost*	*Quoted Prices in Active Markets for Identical Assets (Level 1)*
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	*Significant Unobservable Inputs (Level 3)*	*Cost*	*Significant Unobservable Inputs (Level 3)*
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 net assets with donor restrictions, respectively, 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	$ 1,846,724	$ 2,094,627

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.	1,139,646	1,169,070
Total	1,139,646	1,169,070
Less: current portion	(30,338)	(26,752)
Long–term portion	$ 1,109,308	$ 1,142,318

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:

Year Ended June 30,	
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:

	Capital Leases	*Operating Leases*
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				
	June 30, 2021	*Contributions*	*Releases from Restrictions*	*Realized and Unrealized Gain*	*June 30, 2022*
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

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	2021				
	June 30, 2020	*Contributions*	*Releases from Restrictions*	*Realized and Unrealized Loss*	*June 30, 2021*
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.

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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.

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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.

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SUPPLEMENTARY INFORMATION

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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

Federal Grantor/Pass-Through Grantor/ Program Title	*Federal Assistance Listing Number*	*Agency or Pass-Through Number*	*Federal Expenditures*	*Expenditures to Subrecipients*
U.S. Department of Justice:				
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			84,304	-
U.S Department of Health and Human Services:				
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			893,609	-
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			1,002,435	-
TOTAL FEDERAL AWARDS			$ 1,086,739	$ -

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EVIDENT CHANGE

(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)

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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.

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EVIDENT CHANGE

(FORMERLY NATIONAL COUNCIL ON CRIME & DELINQUENCY)

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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	X No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	_____Yes	X None reported
Noncompliance material to financial statements noted?	_____Yes	X No

Federal Awards

Internal control over major programs:		
Material weakness(es) identified?	_____Yes	X No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	_____Yes	X None reported
Type of auditor's report issued on compliance for major programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with Section 200.516 of the Uniform Guidance?	_____Yes	X No
Identification of major programs:	*Name of Federal Program or Cluster*	
ALN 93.658	Title IV-E Foster Care	
Dollar threshold used to distinguish between Type A and Type B programs:	$750,000	
Auditee qualified as low-risk auditee?	X Yes	_____No

Section II – Financial Statement Findings

None noted.

Section III – Federal Awards Findings and Questioned Costs

None noted.

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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.

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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 Husen and Joyce LLP

October 27, 2022

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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.

BKR INTERNATIONAL
CERTIFIED PUBLIC ACCOUNTANTS, 301 Howard Street, Suite 850, San Francisco, California 94105
Telephone 415 957 9999 Facsimile 415 957 1629 http://www.lvhj.com

AN INDEPENDENT MEMBER FIRM OF BKR INTERNATIONAL WITH ASSOCIATES IN PRINCIPAL CITIES WORLDWIDE

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.

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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

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EVIDENT CHANGE

Inform Systems. Transform Lives.

EVIDENT CHANGE BOARD OF DIRECTORS
OCTOBER 2022

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DAYANA KUPISK
426 S. Yellowstone Drive
Madison, WI 53719
(800) 306-6223
dkupisk@evidentchange.org

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

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- 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

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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

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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.

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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
Parenthetical, UW–Extension
Madison, Wisconsin

- Managed Parenthetical'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.

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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

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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. https://www.acacamps.org/resource-library/camping-magazine/lessons-learned-dark-role-practical-wisdom-effective-camp-staffing

Kupisk, D. (2019). *The Practical Guide to Making Wise Financial Decisions* [ebook]. https://www.amazon.com/dp/B07S91Z3RZ/ref=rdr_kindle_ext_tmb

Kupisk, D. (2016). *Forgiveness over revenge: grief, insight and virtue through education* [Guide for high school counselors to introduce forgiveness to students]. International Forgiveness Institute. https://internationalforgiveness.com/shop.aspx?p=14609&k=F.O.R.G.I.V.E.

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. https://my.ncfr.org/ncfrssa/ecssashop.show_product_detail?p_product_serno=355&p_mode=detail

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SELECT PRESENTATIONS

Channel 3000. (2017, February 22). *Taking time off, staying close to home is beneficial to work, life, expert says.* https://www.youtube.com/watch?v=H-WwBRugt0M

Small, S. A., & Kupisk, D. (2016). *The role of wisdom in youth and family practice* [Webinar]. National Council on Family Relations. https://www.ncfr.org/ncfr-webinars/role-wisdom-youth-and-family-practice

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EVIDENT CHANGE

Inform Systems. Transform Lives.

EMERSON IVES

Pronouns: 'E' or He/Him

426 S. Yellowstone Drive
Madison, WI 53719
(800) 306-6223
Eives@evidentchange.org

EDUCATION

College of William and Mary – Williamsburg, VA (2014)
BA in Sociology; Gender, Sexuality, and Women's Studies Minor

Tidewater Community College – Chesapeake, VA (2012)
AS with a major in Sociology

PROFESSIONAL EXPERIENCE

PROGRAM SPECIALIST

2020—Present
Evident Change, Madison WI

- Manages Community Response Guide and Structured Decision Making® (SDM) implementation projects. Partners to identify and develop solutions to system challenges.
- Engages key jurisdiction stakeholders, partners, and leadership.
- Develops innovative curriculums and materials reflective of current research and best practice.
- Delivers complex training and coaching.

- Oversees equity analysis and planning.

PROGRAM ASSOCIATE

2019—2020

Evident Change, Madison WI

- Assisted in developing and supporting new SDM® projects through assessment customization, training, case reading, presentation of implementation findings/recommendations, and other technical assistance.
- Worked collaboratively with project team to produce deliverables. Worked collaboratively with staff analysts to produce data reports and interpret report findings for clients.
- Consulted with and provided support to workgroups integrating jurisdiction-specific protocols for policy development.
- Assisted in the delivery of onsite training in the SDM case management system to strengthen implementation.

PROFESSIONAL DEVELOPMENT TRAINING SUPERVISOR

2017—2019

Division of Milwaukee Child Protective Services, WI

- Conducted all internal trainings for newly hired initial assessment specialists.
- Collaborated with Milwaukee Child Welfare Partnership (MCWP) to develop and update curriculum to ensure compliance with Wisconsin State Standards and Statues, Access and Initial Assessment Standards, Safety and Ongoing Standards, and Division of Milwaukee Child Protective Services (DMCPS) policy and procedure.
- Provided direct supervision to training mentors and newly hired staff to include assessment of job readiness through performance planning and development.
- Promoted recruitment of new staff by facilitating pre-employment orientation, conducting interviews, and selecting candidates who best meet qualifications.
- Promoted knowledge of child welfare in the community through facilitation of Mandated Reporter trainings.
- Facilitated trainings and supervised case assignments of new workers using decision support systems.
- Participated in quality improvement efforts through Wisconsin Law Enforcement Analyst Network.
- Partnered with the Equity and Inclusion Advisory Committee on a proposal for transgender inclusion and training for the State of Wisconsin.

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INITIAL ASSESSMENT SPECIALIST

2016—2017

Division of Milwaukee Child Protective Services, WI

- Provided child welfare intake and assessment services for children and families in Milwaukee in accordance with the State of Wisconsin Access and Initial Assessment Standards, Safety Intervention Standards and Statutes.
- Conducted assessments of alleged child abuse and neglect, including interviewing household members and conducting home visits to gather information surrounding alleged maltreatment, child safety, and child and family function.
- Provided structured shadowing opportunities for newly hired staff.
- Acted as team mentor by providing training opportunities for newly hired staff, overseeing first case assessment services and providing feedback to supervisors and program managers, and volunteering to help team members with assessment tasks.
- Participated in workgroups, including Trauma-Informed Care: Professional Development.
- Worked collaboratively on an ongoing basis with outside agencies and community partners such as the Milwaukee Police Department, the Milwaukee County District Attorney's Office, and client service organizations.
- Provided consultative services, intervention, and treatment services to clients and their families to help them adjust to their specific situation.

FAMILY SERVICES SPECIALIST

2015—2016

James City County Department of Social Services, VA

- Investigated, assessed, and supported families in the Williamsburg/James City County area who required safety intervention regarding abuse and/or neglect. Recognized for Stewardship FY 2016.
- Received and evaluated incoming reports to CPS, adult protective services (APS), and foster care using the SDM model.
- Engaged in the investigative process for APS and CPS through interviewing and home visits; participated in weekly unit meetings to determine abuse/neglect findings.
- Developed, facilitated, and evaluated training programs for resource/foster parents.
- Coordinated Lion's Club Sight and Hearing Program.
- Managed adoption discloser cases and created agency continuity manual.

- Provided direct and ongoing services to clients; assisted in the formation of service objectives and development of service plans; maintained knowledge of community resources and engaged in referral process for clients; and maintained case records including reports, service plans, efforts, and supporting materials related to each case.
- Served as board member on county-wide Service Coordination and Assessment Network committee.

ADVOCACY/CASE MANAGEMENT

2013—2016

Avalon: Center for Women and Children, VA

- Provided direct case management and supervision to clients receiving services through Avalon's emergency shelter, transitional housing, and rapid rehousing programs. Supervised training program for all newly hired employees. Acknowledged as Employee of the Third Quarter FY 2015.
- Published community needs assessment for 2014 through SWOT analysis project.
- Created and facilitated job readiness workshops for shelter residents.
- Provided all training for new hire advocates, case managers, and volunteers.
- Oversaw Campus REACH children's program.
- Established case management record system and workload management system.
- Participated in weekly staff case management meetings with coordinators and directors to collaborate and explore options for clients working toward self-sufficiency and healing.
- Conducted client needs assessments, provided necessary referrals, and served as liaison between clients and community service providers.
- Responded to victims of sexual violence at local hospitals to provide advocacy support and crisis intervention; provided crisis intervention to homeless clients in residence at the emergency shelter.
- Provided budgeting and support to clients in need of financial guidance and payment arrangements.
- Answered Avalon's 24-hour helpline to provide support and resources for victims and homeless families seeking shelter

MARKETING AND OUTREACH

2012—2014

The College of William and Mary Center for Student Diversity, VA

- Piloted programs within Division of Student Affairs that provide academic, social, and transitional support for underserved and underrepresented groups to ensure a safe, affirming, and nurturing environment for William & Mary students and staff.

- Collaborated with director to develop the Diversity Peer Educator program; facilitated training for staff and all incoming undergraduate freshmen.
- Helped develop and execute Safe Zone training program; program established network of allies for LGBTQIA* students.
- Proactively analyzed campus education programs and survey data; presented findings to center directors.

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Evident Change

Key Personnel

Name	Job Title	Salary	FY to date (12/31/22)	FY to date (12/31/22)
Dayana Kupisk	Researcher IV	$90,393	4.3%	$3,901.59
Emerson Ives	Program Specialist	$80,091	19.9%	$15,912.30

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 10, 2021

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 for Children, Youth and Families, to amend an existing contract with Evident Change (formerly known as National Council on Crime and Delinquency (NCCD) Children's Research Center (CRC), (VC#164062), Oakland, CA to continue providing Structured Decision Making ® services, by exercising a contract renewal option by extending the completion date from June 30, 2021 to June 30, 2023 effective June 30, 2021 or upon Governor and Council approval, whichever is later with no change to the price limitation of $652,925. 100% General Funds

The original contract was approved by Governor and Council on July 10, 2019, item #14.

Funds are available in the following account for State Fiscal 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-421010-29570000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR CHILDREN, YOUTH AND FAMILIES, CHILD PRETECTION, CHILD PROTECTION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102/500731	Contract for Prog Svc	4210578	$402,700	($144,700)	$258,000
2021	102/500731	Contracts for Prog Svc	4210578	$250,225	($90,125)	$160,100
2022	102/500731	Contracts for Prog Svc	4210578	$0	$22,700	$22,700
2023	102/500731	Contracts for Prog Svc	4210578	$0	$212,125	$212,125
			Total	**$652,925**	**$0**	**$652,925**

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EXPLANATION

The purpose of this request is to incorporate the Structured Decision Making ® services into the new Comprehensive Child Welfare Information System (CCWIS) system, which is expected to be in place no earlier than June 30, 2023. This amendment allows the Contractor to: 1) integrate the SDM® tools into the new CCWIS contract, 2) train staff in implementing the tools one (1) month prior to the CCWIS roll out, and 3) provide post implementation support that includes, but is not limited to, continuous quality improvement (CQI) and supervisory coaching. Additionally, the Contractor developed and owns all intellectual property rights, title, and interest, including copyrights, in Structured Decision Making ® (SDM®), which is a case management decision-making protocol for child protective services.

The SDM® consists of various components, including but not limited to screening criteria, safety and risk assessment, policies, procedures, manuals and software certification. The proprietary model assesses criteria for safety and risk in order to guide decision-making at key points when working with families with whom child abuse and/or neglect have been alleged or identified. The Contractor and the Department will continue to work collaboratively to update, customize, and implement the SDM® intake assessment, investigation assessment, and ongoing assessments to assist the Department with enhancing its child welfare system through the use of evidence-based tools. Updating child protection practices will better meet the needs of children, youth, and families, statewide. As a result of this work, the Department will incorporate policy changes to streamline the intake and assessment processes and to ensure staff and resources are being focused on the highest risk families.

As referenced in Exhibit A, Scope of Services, Section 5, Duration of Agreement, of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Council not authorize this request, the Department's ability to improve child safety and reduce child abuse and neglect, including fatalities, may be significantly diminished.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 11, 2021

Lori A. Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with the National Council on Crime and Delinquency (NCCD) Children's Research Center (CRC) as described below and referenced as DoIT No. 2019-098A.

This is a request to amend the current contract with NCCD for continued Structured Decision Making® services by exercising a contract renewal option for an additional two years. The vendor develop Structured Decision Making ® (SDM®) system is a case management decision-making protocol for child protective services.

There is no change to the Price Limitation of $652,925.00. This amendment shall become effective upon Governor and Executive Council approval through June 30, 2023.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2019-098A

cc: Michael Williams, IT Manager, DoIT

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

This Amendment to the Structured Decision Making Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Evident Change (formerly known as the National Council on Crime and Delinquency (NCCD) Children's Research Center (CRC)) ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2019, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit A, Scope of Services, Section 5, Duration of Agreement, Amendments and Extension, Subsection 5.2, Modification and Extension, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Modify P-37, General Provisions, Block 1.3, Contractors Name, to read:

   Evident Change

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2023

3. Modify Exhibit A, Scope of Services, Section 1, Subsection 1.2, to read:

   1.2. For the purposes of this Agreement, The Department has identified Evident Change as a Contractor, in accordance with 2 CFR 200.0, et seq.

4. Modify Exhibit A, Scope of Services Section 2. Scope of Services, Subsection 2.3., to read:

   2.3. The Department agrees to assign all its rights, title, and interest in any modifications or additions to the SDM® that it authors, solely or with Evident Change, to Evident Change for no additional consideration. The Contractor will 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.

5. Modify Exhibit A, Scope of Services, Section 4, Subsection 4.4. Paragraph 4.4.2., to read:

   4.4.2. The exact number of records is unknown. Due to the nature of this effort, the approximate number of records involved is unknown. The Department agrees to provide remote access to CCWIS/SACWIS for all record types including referrals, assessments and cases. The Contractor shall have direct access to SDM® tools through these record types in CCWIS/SACWIS.

6. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 3, Subsection 3.1, to read:

   3.1. The Contractor shall submit invoices within twenty (20) days from the date in Section 3.2.3 below for payment of accepted Deliverables according to the Price and Payment Schedule in Exhibit B-1 Amendment #1.

7. Delete Exhibit B-1, Price and Payment Schedule, and replace with Exhibit B-1, Amendment #1, Price and Payment Schedule.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective June 30, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

6/8/2021
Date

DocuSigned by:
Joseph E. Ribsam, Jr.
AAE4DFB8C08E430...
Name: Joseph E. Ribsam, Jr.
Title: Director

Evident Change

6/2/2021
Date

DocuSigned by:
Katherine H. Park
1A5E71F02203193...
Name: Katherine H. 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

DocuSigned by:

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6/9/2021

Date

Name: Catherine Pinos

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:

New Hampshire Department of Health and Human Services
Structured Decision Making ® Services

Exhibit B-1, Amendment #1, Price and Payment Schedule

State Fiscal Year 2020: Governor and Executive Council Approval through June 30, 2020 **Deliverable Description**	**Deliverable Due Date**	**Firm Fixed Price**
Intake tools Pre-Implementation IRR and Field Testing & final tools	August 31, 2019 - completed	$17,800
Project start-up activities	September 30, 2019 - completed	$25,400
SDM fidelity review & pre-project planning: policy review	October 31, 2019 - completed	$17,600
SDM fidelity review & pre-project planning: data collection	October 31, 2019 - completed	$27,600
SDM fidelity review & pre-project planning: decision-point data reviews	December 31, 2019 - completed	$19,100
Intake tools curriculum development, training and coaching	January 31, 2021	$30,900
SDM fidelity review & pre-project planning: recommendation meeting	January 31, 2020 - completed	$20,400
Preliminary risk assessment analysis	February 28, 2020 - completed	$20,000
Risk assessment validation study	April 30, 2020 - completed	$60,000
Intake tools post-implementation case review	May 30, 2022	$22,700
Tool customization (safety and risk assessments)	May 30, 2021 - completed	$39,550
Tool customization (in-home risk review and reunification risk review assessments)	May 30, 2021 - completed	$39,550

New Hampshire Department of Health and Human Services
Structured Decision Making ® Services

Exhibit B-1, Amendment #1, Price and Payment Schedule

Inter-rater Reliability Testing (Assessment tools)	June 30, 2020 - completed	$29,000
Field test/tool finalization (Assessment tools)	June 30, 2020 - completed	$21,100
Project management	June 30, 2023 - completed	$12,000
	Subtotal	$402,700

State Fiscal Year 2021: Governor and Executive Council Approval through June 30, 2021 Deliverable Description	Deliverable Due Date	Firm Fixed Price
Inter-rater reliability testing (Family Service tools)	August 31, 2020 - completed	$29,000
Field test/tool finalization (Family Service tools)	October 31, 2020 - completed	$21,100
Training curriculum development	November 30, 2022	$66,400
Conducting training (train-the-trainer model)	June 30, 2023	$60,600
Supervisor training/coaching session	June 30, 2023	$11,125
Project management	June 30, 2023	$12,000
SDM certification	June 30, 2023	$50,000
	SubTotal	$250,225
	Total	**$652,925**

Contractor Initials DS kp
Date 6/2/2021

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 13, 2019

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 for Children, Youth and Families, to enter into a **sole source** agreement with the National Council on Crime and Delinquency (NCCD) Children's Research Center (CRC), (Vendor # TBD), 426 S. Yellowstone Drive, Madison, WI 53719, to provide Structured Decision Making ® services in an amount not to exceed $652,925, effective upon the date of Governor and Executive Council approval, through June 30, 2021. 100% General Funds.

Funds are anticipated to be available in the following accounts for State Fiscal Year (s) 2020 and 2021.

05-95-42- Activity#421010- Accounting Unit #29570000, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR CHILDREN, YOUTH AND FAMILIES, CHILD PROTECTION, CHILD PROTECTION

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102/500731	Contracts for Program Services	4210578	$402,700
2021	102/500731	Contracts for Program Services	4210578	$250,225
			TOTAL	**$652,925**

EXPLANATION

This request is for a **sole source** agreement because the Contractor has developed and owns all intellectual property rights, title, and interest, including copyrights, in Structured Decision Making ® (SDM®). SDM® is a case management decision-making protocol for child protective services. These tools consists of various actuarial tools, including but not limited to Intake Screen In Criteria, Intake Response Priority, Assessment Safety Assessments, Assessment Risk Assessment, Family Service In-home Risk Review and Family Service Reunification Risk Review. The National Council on Crime and

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Delinquency will work with the Department's Division for Children, Youth and Families to customize these tools for use in New Hampshire and will create a manual to support the tools and certify the Division's automated versions of the tools. This proprietary model assesses for safety and risk and guides decision-making at key points during work with families with whom child abuse and/or neglect have been alleged or identified.

Through an existing project agreement with the Department, the Contractor developed a New Hampshire Integrated Assessment (NHIA) SDM® Management Report that outlines baseline SDM® fidelity indicators, which are a measure of adherence to the implementation guidelines for SDM®. The initial funding for this project, which was provided by Casey Family Programs, Inc., is being discontinued. This sole source agreement will allow the Department to provide funding to continue this important project to serve New Hampshire's vulnerable children and youth who are most at risk of abuse and/or neglect.

Under this Agreement, the Contractor and the Department will continue to work collaboratively to update, customize, and implement the SDM® intake, assessment and family service tools to assist the Department in enhancing its child welfare system through the utilization of evidence-based tools. Updating child protection practices will better meet the needs of children, youth, and families in New Hampshire. Utilizing these updated tools will support decisions made at key points during the intake, assessment and family service process in order to improve safety for children and youth and provide services to the most at risk families. As a result of this work, the Department will incorporate policy changes to streamline the intake and assessment processes and to ensure staff and resources are being focused on the highest risk families.

In recent years, the Department has been the subject of several external audits/reviews. Both the Quality Assurance Review of DCYF, released in December of 2016, and the Child and Family Services Review, conducted in 2018, found the Department needs to improve in its assessments and managing of safety and risk. Currently, data shows that high or very high families are identified at the intake level, but so are low and moderate risk families. This makes sense, as intake staff are currently unable to obtain all information necessary to accurately assess for risk. However, during assessments, high and very high families are more often receiving services through Court and Voluntary cases (with highest risk families most likely to require court proceedings). This is a trend that is best case practice, but based on Department data, there is still room for improvement. Updating the SDM® tools will significantly improve this, especially because these changes will be more closely tied to policy changes regarding decision-making for servicing families.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this agreement using the following performance measures:

- The services provided by the Contractor shall meet the Recommendation 19 from the Quality Assurance Review of DCYF that was made final in 2016, to re-conceptualize the process of identifying safety threats and risks of harm associated with incoming reports of maltreatment.

- The Contractor shall assist the Department in meeting mandates for the Program Improvement Plan from the Child and Family Services Review, which identifies the need for improved assessment and management of the safety and risk for children and youth. It mandates for improvement are not met, the Department is subject to financial penalties.

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- The Contractor's work in this agreement will satisfy the safety and risk assessment objective set forth in the Department's Division of Child and Family Services Plan (or "5-Year Plan").

As referenced in Exhibit A of this contract, the Department has the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, the Department's ability to improve child safety and reduce child abuse and neglect, including fatalities, will be significantly diminished.

Area served: Statewide.

Source of Funds: 100% General Funds.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: SS-2020-DCYF-02-SDMNC Structured Decision Making Services

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name National Council on Crime and Delinquency (NCCD) Children's Research Center (CRC)		1.4 Contractor Address 426 S. Yellowstone Drive, Madison, WI 53719	
1.5 Contractor Phone Number 800-306-6223	1.6 Account Number 05-095-042-421010-29570000	1.7 Completion Date June 30, 2021	1.8 Price Limitation $652,925
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Katherine H. Park, CEO	

1.13 Acknowledgement: State of Wisconsin, County of Dane

On 6/10/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Debra S. Paulus, Notary Public

1.14 State Agency Signature Date: 6/18/19	1.15 Name and Title of State Agency Signatory Jeffrey A. Meyers DHHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/19/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 10-10-19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 6-10-19

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials
Date 6-10-19

New Hampshire Department of Health and Human Services
Structured Decision Making ® Services

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Agreement, the Department has identified the National Council on Crime and Delinquency Children's Research Center as a Contractor, in accordance with 2 CFR 200.0. et seq.

1.3. This Agreement terminates and supersedes all existing project agreements and data sharing agreements between the parties regarding Structured Decision Making®.

2. Scope of Services

2.1. 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. This proprietary model assesses for safety and risk and guides decision-making at key points during work with families with whom child abuse and/or neglect have been alleged/identified.

2.2. The Contractor hereby grants to the Department a nonexclusive, perpetual, worldwide, fully paid-up license to reproduce, install, and display SDM® for its internal purposes with no sub-licensing rights.

2.3. The Department agrees to assign all its rights, title, and interest in any modifications or additions to SDM® that it authors, solely or with NCCD, to NCCD for no additional consideration. The Contractor will 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.

2.4. Through an existing project agreement with the Department, the Contractor developed a New Hampshire Integrated Assessment (NHIA) SDM® Management Report that outlines baseline SDM® fidelity indicators, which are a measure of adherence to the implementation guidelines for SDM.

2.5. Under this Agreement, the Contractor shall update, customize, and implement the SDM® intake, investigation, and family service assessment tools to assist the Department in enhancing its child welfare system.

2.6. The Contractor shall finalize the development of the SDM® Intake tools, specifically the Screen In Criteria tool and the Response Priority tool, which will follow through with work completed to date on these tools through the existing Agreement between the Department and the Contractor.

2.7. The Contractor shall consult during the automation of the SDM® intake tools into the new CCWIS electronic data system. To do this the Contractor will conduct implementation testing of the tools within the CCWIS system, provide feedback on its functionality, and certify it as "SDM system compliant" once the tools are functioning as intended.

2.8. The Contractor shall develop curriculum, conduct training, and provide ongoing coaching of staff relative to the use of the SDM® Intake tools.

2.9. The Contractor shall conduct a case review six (6) months after implementation in order to determine if the SDM® Intake tools are being used correctly and if quality of documentation by Intake staff has improved. Results will be provided to the Department through a field test evaluation memo.

2.10. The Contractor shall update SDM® assessment and family services SDM® tools regarding risk and safety assessment, reunification risk and in-home risk assessment tools used by the Department in order to:

- 2.10.1. Provide structured information concerning the danger of immediate harm to/maltreatment of a child.
- 2.10.2. Guide and support decisions about whether a child may remain in the home with no intervention, may remain in the home with a safety plan in place, or must be protectively placed.
- 2.10.3. Identify the risk of future maltreatment, in order to guide decisions around the types of activities required to close an assessment, identify when referrals to outside agencies should be made or if a case should be opened on the family.
- 2.10.4. Determine whether a case should remain open and, if so, at what level or intensity of services.
- 2.10.5. Guide and support decisions about whether a child may be reunified with a parent.

2.11. The Contractor shall update SDM® assessment and family services tools. Specifically, the Contractor shall:

- 2.11.1. Conduct project start-up activities including facilitating a kickoff meeting and other meetings with Department stakeholders. These may be in-person or via web-based meetings.
- 2.11.2. Complete an SDM® Fidelity Review of how current tools are utilized. This review will include reviewing Department policies, participating in

data collection activities, conducting key informant interviews, and conducting a decision-point data review. The results will be shared in a memo and through a meeting with Department staff.

2.11.3. Conduct a preliminary risk assessment implementation analysis to determine if enough data is available to conduct a risk assessment validation study. If the results are favorable, the Contractor shall complete a risk assessment validation study to evaluate the Department's current practices.

2.11.4. Customize the SDM® tools including the Safety Assessment and Risk Assessment. This will be done through partnering with Department staff over several workgroup sessions, both in person or via web-based meetings.

2.11.5. Conduct pre-implementation inter-rater reliability testing and coach Department staff on field testing and evaluate the results, which will inform the final draft of the tools.

2.11.6. Deliver a final Policy and Procedure manual to the Department that details the policy, procedures, assessment instrument, and definitions for the Department's DCYF assessments.

2.11.7. The Contractor will consult during the automation of the SDM® assessment tools into the new CCWIS electronic data system. To do this the Contractor will conduct implementation testing of the tools within the CCWIS system, provide feedback on its functionality, and certify it as "SDM system compliant" once the tools are functioning as intended.

2.11.8. The Contractor shall develop curriculum, conduct training, and provide ongoing coaching of staff relative to the use of the tools. Training shall be primarily in the form of direct training for supervisors and a train-the-trainer model for field staff. It may include direct observation and coaching of staff and supervisors, especially around discussions of the SDM® tools during supervision.

2.12. The Contractor shall update SDM® family services tools. Specifically, the Contractor shall:

2.12.1. Complete an SDM® Fidelity Review of how current tools are utilized. This review will include reviewing Department policy, participating in data collection/evaluation activities, conducting key informant interviews, and conducting a decision-point data review. The results will be shared in a memo and through a meeting with Department staff.

2.12.2. Customize the SDM® tools including the In Home Risk Review and Reunification Risk Review tools. This will be done through partnering with Department staff over several workgroup sessions, both in person or via web-based meetings.

2.12.3. Conduct pre-implementation inter-rater reliability and coach Department staff on field testing and evaluate the results, which will inform the final draft of the tools.

2.12.4. Deliver a final Policy and Procedure manual to the Department that details the policy, procedures, assessment instrument, and definitions for the Department's DCYF assessments.

2.12.5. The Contractor will consult during the automation of the SDM® assessment tools into the new CCWIS electronic data system. To do this the Contractor will conduct implementation testing of the tools within the CCWIS system, provide feedback on its functionality, and certify it as "SDM system compliant" once the tools are functioning as intended.

2.12.6. The Contractor shall develop curriculum, conduct training, and provide ongoing coaching of staff relative to the use of the tools. Training shall be primarily in the form of direct training for supervisors and a train-the-trainer model for field staff. It may include direct observation and coaching of staff and supervisors, especially around discussions of the SDM® tools during supervision.

2.13. The Contractor may conduct a data extract review annually (for the length of this contract), following implementation in order to determine if the SDM® assessment and family services tools are being used correctly and if quality of documentation by staff has improved. The Department may specify whether the Department may be named in any subsequent published research or if the name of the Department must be protected.

2.14. The Contractor shall provide project management and implementation support, to include developing a concrete work-plan for the work to develop the assessment and family services tools, conducting webinars for staff, and providing regular phone support during and after implementation of the SDM® intake, assessment and family services tools for Department staff. The Contractor shall also be available to the Department staff trainers by phone, webinar, and email to clarify content and answer questions.

2.15. The Department agrees to provide access to SACWIS (Bridges)/CCWIS (which will be known as Granite Families once the system is updated) to enable the Contractor to complete the terms of this Agreement. The Department agrees access to the Bridges/SACWIS/CCWIS system will likewise be made available so case reads can be conducted at the intake, assessment and family service level regarding the use of SDM®. This entails having to read the entirety of these records. It is also necessary for the SDM® tools to be certified as "SDM system compliant."

2.16. The Department agrees to provide Observation of Child Protective Service Workers and Child Protection Supervisors in the process of their work with families (for intake, assessment, family service, and supervisory capacity).

2.17. The Department agrees to provide a data extract from DCYF specific to its use of intake, assessment and family service SDM® tools, currently referred to as New Hampshire Integrated Assessment. The data extracts will be utilized initially for the purpose of

evaluating the current usage of SDM® tools to inform future tools and subsequent to the new tools being utilized, data extracts will be utilized to assess the fidelity of Division staffs' use of the tools.

2.18. The Contractor agrees that the confidential data obtained from the Department under this Agreement may not be used for any other purposes that are not indicated in this Agreement. The Contractor shall comply with Exhibit K of this Agreement, entitled "DHHS Information Security Requirements," which is attached hereto and incorporated by reference herein.

2.19. The Contractor agrees to follow the Department's approval process for receiving authorized access to Department systems and network access.

2.20. Each End User of the Contractor who has access to the Department's data shall execute the End User Agreement (EUA), which is attached hereto and incorporated by reference herein as Appendix A. In addition:

2.20.1. The Contractor must have the signed EUA referenced above for all of its End Users on file with the Department, prior to the Department sharing data with User. This shall apply to any new User during the contract period.

2.20.2. The EUA must be signed and returned to the Department by the Contractor to track disclosures of Department data and to ensure that the End User only uses the Department's data and any derivative data for the purposes provided under the terms of this Agreement. In addition, the Contractor shall notify the Department when a User is terminated or no longer needs access, so that access may be terminated.

2.20.3. The User agrees to grant access to the data used by its End Users to the authorized representatives of the Department for inspecting to confine compliance with the terms of this Agreement.

2.20.4. The Contractor agrees that its End Users shall sign and comply with all State of New Hampshire Department of Information Technology (DoIT) and Department policies and procedures, including but not limited to, the DOIT Statewide Computer Use policy and the Department's CCWIS/SACWIS User Access and Confidentiality Agreement.

2.21. At the sole discretion of the Department, the Contractor's employees may be subject to background checks, based on the information systems accessed or types of data provided. If requested, the Contractor shall submit the required background checks to the Department in a timely manner.

2.22. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Business Associate

Agreement (Exhibit I), which has been executed by the parties and is incorporated by reference herein.

3. Project Management and Work Plan Summary

3.1. The Contractor shall meet with the Department within thirty (30) business days of the contract effective date for a kick off meeting in order to, at a minimum:

3.1.1. Determine roles and responsibilities.
3.1.2. Develop a clear and detailed work plan that includes project deliverables in Section 7 below, tasks to meet the project deliverables, and clear deadlines.
3.1.3. Define a schedule for regular check-in meetings.
3.1.4. Define a process for facilitating and tracking decisions, identifying risks, and managing and resolving issues.

3.2. The Contractor shall provide the detailed work plan for Department review in accordance with Section 3.1.within thirty (30) days of the kick off meeting.

3.3. The Contractor shall request permission from the Department to modify the time when activities and deliverables are to be completed in the Work Plan.

3.4. The Contractor shall receive written permission, which request shall not be unreasonably denied, from the Department before modifying the timeframes established in the Work Plan.

3.5. The Contractor shall complete the phases in sequential and/or concurrent order as specified in the Work Plan.

3.6. The proposed time frames in the detailed Work Plan represent estimated schedules based on expected contract activities. The parties reserve the right to mutually amend the time schedule for these activities based on progression of procurement activities, changes in law or procedure, contingencies for the Contractor upon other entities with which the Department may contract (ex. for the new CCWIS build), and/or other changes or circumstances.

4. Description, Use and Disclosure of Data

4.1. The Contractor agrees the data provided by the Department will be restricted to the following uses:

4.1.1. Evaluating the current utilization of the SDM® tools in NH in order to be best able to make recommendations for changes to the tools. This includes conducting a Risk Validation Study of the current SDM® tools,

utilizing case reads, and assessing the use of the new tools for the purpose of providing feedback for practice improvements.

4.1.2. Coaching utilization of the SDM® tools with fidelity, making recommendations for practice changes including streamlining intake, assessment and family services practices, and updating SDM® tools utilized at key decision-making points within child protection matters including:

4.1.2.1 Observing and coaching of Child Protective Service Workers and Child Protection Supervisors in the process of their work with families (during intake, assessment, family service, and when acting in a supervisory capacity).

4.1.2.2 Coaching the Department's DCYF intake staff and staff from Wediko, with which the Department contracts for management of the after-hours intakes; and

4.1.2.3 Evaluating the use of the new SDM® tools post implementation.

4.2 The Contractor agrees that the Department's data that is being requested is the "minimum necessary" to carry out the stated use of the data, as defined in the Privacy Rule and in accordance with all applicable confidentiality laws.

4.3 The Department will provide data to the Contractor from the following systems of records:

4.3.2 The SACWIS (Bridges)/CCWIS client-server application system, which is the electronic case management system utilized by the Department. This system is being updated and will be referred to as Granite Families upon completion.

4.3.3 A data extract specific to its use of intake, assessment and family service SDM® tools, currently referred to as New Hampshire Integrated Assessment.

4.4 Number of Records Involved and Data Elements

4.4.2 The exact number of records is unknown. Due to the nature of this effort, the approximate number of records involved is unknown. The Department agrees to provide remote access to CCWIS/SACWIS for all record types including, referrals, assessments and cases. NCCD will have direct access to SDM® tools through these record types in CCWIS/SACWIS.

4.4.3 The exact data elements and requirements are not known at this time. Appendix B, which is attached hereto and incorporated by reference herein, lists the data elements and data requirements to be shared. The

parties agree to work collaboratively to further develop and refine the data elements and requirements consistent with this Agreement.t.

5. Duration of Agreement, Amendments and Extension

5.1. Effective Date: This Agreement will become effective on the date of Governor and Executive Council approval, or July 1, 2019, whichever is later.

5.2. Modification and Extension: The parties may modify this Agreement at any time by mutual written agreement, subject to approval of the Governor and Executive Council as required. This Agreement may be extended for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

6. Performance Measures

6.1. The services provided by the Contractor shall meet the Recommendation 19 from the Quality Assurance Review of DCYF that was made final in 2016, to re-conceptualize the process of identifying safety threats and risks of harm associated with incoming reports of maltreatment.

6.2. The Contractor shall assist the Department in meeting mandates for the Program Improvement Plan from the Child and Family Services Review, which identifies the need for improved assessment and management of the safety and risk for children and youth. If mandates for improvement are not met, the Department is subject to financial penalties.

6.3. In addition, the Contractor's work in this Agreement will satisfy the safety and risk assessment objective set forth in the Department's Division of Child and Family Services Plan (or "5-Year Plan"), which will be submitted by the Division to the Children's Bureau within the U.S. Administration for Children and Families in June of 2019.

7. Project Activity Milestones and Deliverables

7.1. The estimated dates in this section, as outlined in 7.2 below, may change to coincide with work being completed on the Department's new CCWIS build, upon agreement of both parties.

7.2. The Contractor shall:

7.2.1. Provide draft SDM® tools for the Department, including the Screen-in Criteria and Response Priority Tool by July 31, 2019.

7.2.2. Lead Department staff on pre-implementation inter-rater reliability and field testing with the Department of the SDM® Screen-in Criteria and

Response Priority tools; evaluate results and incorporate into the SDM® tools by August 31, 2019.

7.2.3. Provide the updated intake SDM® tools, including the Screen-In Criteria and Response Priority Tool by August 31, 2019.

7.2.4. Complete project start up meetings for SDM® assessment and family service tools by September 30, 2019.

7.2.5. Provide consultation around the automation of the tools in the Departments CCWIS system and ultimately certify the Department's automated SDM® intake tools by the estimated date of November 30, 2019.

7.2.6. Develop the training curriculum for SDM® intake Tools and conduct training one month prior to the release of the new Intake Module for CCWIS by November 30, 2019.

7.2.7. Complete ongoing training and coaching of Intake staff on the use of the tools between December 1, 2019 and January 31, 2020.

7.2.8. Complete a policy review of assessment and family services policy to inform SDM® assessment and family service tools by October 31, 2019.

7.2.9. Complete key informant interviews to inform SDM® assessment and family service tools by October 31, 2019.

7.2.10. Complete a decision point data review of SDM® assessment and family service tools by December 31, 2019.

7.2.11. Hold a meeting where recommendations for SDM® assessment and family service tools are shared with Department staff by January 31, 2020.

7.2.12. Complete a Preliminary Risk Assessment Implementation Analysis by February 28, 2020.

7.2.13. Complete a Risk Assessment Validation Study to inform customization of the SDM® tools by April 30, 2020.

7.2.14. Complete a post-implementation case review of the use of SDM® Intake tools by May 30, 2020.

7.2.15. Complete draft SDM® assessment tools, including Risk and Safety Assessments, tools used by the Department by May 30, 2020.

7.2.16. Lead Department staff on pre-implementation inter-rater reliability of the SDM® Risk and Safety assessment tools. Evaluate results of this and incorporate into the SDM® tools by June 30, 2020.

7.2.17. Lead Department staff on field testing of the SDM® assessment tools in order to inform the final version of the tool and manual by June 30, 2020.

7.2.18. Provide consultation around the automation of the tools in the Departments CCWIS system and ultimately certify the SDM® assessment Tools by September 30, 2021.

7.2.19. Create the training curriculum for SDM® Assessment Tools by October 31, 2020.

7.2.20. Conduct training one month prior to the release of the new Assessment Module for CCWIS by November 30, 2020. Training to include training supervisors and others through a train-the-trainer format.

7.2.21. Create draft SDM® family services tools, including the In-home Risk Review and Reunification Risk Review by June 30, 2020.

7.2.22. Lead Department staff on pre-implementation inter-rater reliability of the SDM® family service tools, In-home Risk Review and Reunification Risk Review. Evaluate results of this and incorporate into the SDM® tools by August 31, 2020.

7.2.23. Lead Department staff on Field Testing of the SDM® family service tools in order to inform the final version of the tool and manual by October 31, 2020.

7.2.24. Create training curriculum for SDM® family service tools by November 30, 2020.

7.2.25. Conduct training one month prior to the release of the new family service module for CCWIS by June 30, 2021. Training to include training supervisors and a train-the-trainer format.

7.2.26. Provide consultation around the automation of the tools in the Departments CCWIS system and ultimately certify the SDM® family service tools by June 30, 2021.

7.2.27. Provide coaching sessions for Supervisors post implementation of the SDM® tools by June 30, 2021.

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APPENDIX B

DATA ELEMENTS AND DATA REQUIREMENTS

I. Data Elements Involved

- Date-of-Birth

II. Data Requirements

Data requirements necessary to complete the SDM implementation report include the following.

1. Report information
   - Report identifier
   - Any other identifiers required to match data (e.g., client ID, investigation ID) from this table to other tables
   - Report dates (i.e., date the report was received and date it closed)
   - Screening decision (i.e., whether report was investigated)
   - Response priority of the report
   - Differential response data

2. Investigation characteristics
   - Investigation identifier
   - Any other identifiers required to link data from this table to other tables
   - Investigation dates (i.e., date the investigation began and date it ended)
   - Allegation(s)
   - Alleged victim information (person identifier for alleged victim[s], ethnicity, gender, and age of victim[s])
   - Perpetrator information (person identifier, relationship to alleged victim[s], age, and ethnicity)
   - Substantiation decision
   - Decision to open an ongoing services case following investigation
   - Services offered following the investigation, such as in-home versus out-of-home placement
   - Child injuries
   - County/district/regional information

3. Family characteristics
   - Any unifying family identifier, if it exists in the system
   - Any other identifiers required to match data (e.g., client ID, investigation ID) from this table to other tables
   - Demographic information for caregivers and all children in the home

- Any behavior or other observations collected electronically, such as the following (note that some of these behaviors may only be captured on the SDM risk assessment):
- Caregiver substance abuse problem (drugs or alcohol) (DHHS will provide abuse neglect indicator in lieu of)
- Homelessness
- Physically unsafe housing
- Caregiver providing inconsistent physical care
- Caregiver mental health problems, excluding HIPPA-protected information
- Domestic violence history
- Caregiver was abused/neglected as a child
- Caregiver provides insufficient emotional/psychological support
- Caregiver uses excessive/inappropriate discipline
- Caregiver is domineering
- Caregiver blames child or justifies maltreatment
- If available, date characteristic was identified/ceased to exist

4. Child characteristic flags (do not include HIPAA-protected data)
    - Child identifier
    - Child is medically fragile/diagnosed with failure to thrive
    - Developmental or physical disability of child
    - Positive toxicology screening at birth (DHHS will provide abuse neglect indicator in lieu of)
    - Delinquency history
    - Mental health/behavioral problem

5. Ongoing services (i.e., ongoing services provided by DHHS including in home or out of home)
    - Child identifier
    - Other identifiers required to link data (e.g., link to initiating investigation) from this table to other tables
    - Ongoing service case start and end dates
    - Type of service (in home, out of home, permanent placement, etc.)
    - Voluntary status, if available

5. Placement characteristics
    - Child identifier of child removed
    - Links to initiating investigation, if available
    - Removal start and end dates
    - Removal reason
    - Removal end reason
    - Placement home date(s) and home type(s) within removal (i.e., start date, end date, placement home type for each placement home setting client placed in during removal)
    - Placement change reason

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7. Service referrals (e.g., community referrals), if any exist
    - Service type
    - Date of services
    - Link to client ID, investigation ID, case ID, and/or removal ID, if available

8. For each SDM assessment (meaning all tools: Intake Screen In Criteria, Intake Response Priority Level, Safety Assessment, Safety Review, Risk Assessment, In-home Risk Review, and Reunification Risk Review) ever recorded, provide the following
    - Assessment identifier
    - Assessment date
    - Investigation and/or case identifier to link the SDM assessment
    - Client(s) assessed (i.e., child and caregiver person identifiers)
    - All assessment item responses
    - Resulting decision
    - Overrides
    - Final decision

Data should be pulled for at least 10 years prior to the sample dates. It is anticipated that FY 2016-17 or CY 2017 sample period will be used, depending when the data are pulled.

The number of records to be a 12-month sample of all referrals that had either a founded or unfounded disposition as well as a completed risk tool.

New Hampshire Department of Health and Human Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation, for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds.
3. Payment for said services shall be made as follows:
   - 3.1. The Contractor shall submit invoices within twenty (20) days from the date in Section 3.2.3 below for payment of accepted Deliverables according to the Price and Payment Schedule in Exhibit B-1 of this agreement.
   - 3.2. The Contractor shall ensure invoices are in a format specified by the Department and include detailed information, as follows:
     - 3.2.1. Identification of the completed Deliverable;
     - 3.2.2. The Deliverable due date;
     - 3.2.3. The Deliverable completion date; and
     - 3.2.4. The Deliverable acceptance date.
   - 3.3. Upon acceptance by the State of the Deliverable and a properly documented and approved invoice, the State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.
4. The Contractor shall keep detailed records of their activities related to State-funded programs and services and have records available for Department review, as requested.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dcyfinvoices@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Children, Youth and Families
   129 Pleasant St.
   Concord, NH 03301

7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
8. 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 services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

New Hampshire Department of Health and Human Services
Structured Decision Making ® Services

Exhibit B-1, Price and Payment Schedule

State Fiscal Year. 2020: Governor and Executive Council Approval through June 30, 2020 **Deliverable Description**	**Deliverable Due Date**	**Firm Fixed Price**
Intake tools Pre-Implementation IRR and Field Testing & final tools	August 31, 2019	$17,800
Project start-up activities	September 30, 2019	$25,400
SDM fidelity review & pre-project planning: policy review	October 31, 2019	$17,600
SDM fidelity review & pre-project planning: data collection	October 31, 2019	$27,600
SDM fidelity review & pre-project planning: decision-point data reviews	December 31, 2019	$19,100
Intake tools curriculum development, training and coaching	January 31, 2020	$30,900
SDM fidelity review & pre-project planning: recommendation meeting	January 31, 2020	$20,400
Preliminary risk assessment analysis	February 28, 2020	$20,000
Risk assessment validation study	April 30, 2020	$60,000
Intake tools post-implementation case review	May 30, 2020	$22,700
Tool customization (safety and risk assessments)	May 30, 2020	$39,550
Tool customization (in-home risk review and reunification risk review assessments)	June 30, 2020	$39,550

New Hampshire Department of Health and Human Services
Structured Decision Making ® Services

Exhibit B-1, Price and Payment Schedule

Inter-rater Reliability Testing (Assessment tools)	June 30, 2020	$29,000
Field test/tool finalization (Assessment tools)	June 30, 2020	$21,100
Project management	June 30, 2020	$12,000
Total		**$402,700**

State Fiscal Year 2021: Governor and Executive Council Approval through June 30, 2021 **Deliverable Description**	**Deliverable Due Date**	**Firm Fixed Price**
Inter-rater reliability testing (Family Service tools)	August 31, 2020	$29,000
Field test/tool finalization (Family Service tools)	October 31, 2020	$21,100
Training curriculum development	November 30, 2020	$66,400
Conducting training (train-the-trainer model)	June 30, 2021	$60,600
Supervisor training/coaching session	June 30, 2021	$11,125
Project management	June 30, 2021	$12,000
SDM certification	June 30, 2021	$50,000
Total		**$250,225**

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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

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

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

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in48 CFR 2.101 (currently, $150,000)

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

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

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

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

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

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

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

19.2. Have a written agreement with the subcontractor that specifies activities andreporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

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

20.2. DEPARTMENT: NH Department of Health and Human Services.

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 Either party may unilaterally terminate this Agreement at any time for any reason, thirty (30) days after giving the other party written notice that the party is exercising its option to terminate the Agreement, or at a later date specified in the notice. However, in no instance shall such a termination be effective prior to the return or destruction of all Confidential Data provided to the Contractor by the Department or derived from the Confidential Data obtained under the terms of this Agreement. The Contractor agrees that it has the duty to protect and maintain the privacy and security of Confidential Data and that duty must continue in full force and effect until such Confidential Data is returned and/or destroyed and access to the CCWIS/SACWIS and/or extracted data is terminated. For any Confidential Data or derivative data that destruction is not feasible for, the privacy and security requirements of this Agreement must survive the termination or expiration of this Agreement.

10.2 If the Department determines that there was or may have been an Incident or Breach of the Confidential Data or individually identifiable derivative data or information by the User, its End Users, subcontractors and/or agents that violates the terms of this Agreement, DHHS may, in its sole discretion, immediately and unilaterally terminate this Agreement upon notice to the Contractor, and immediately revoke all access to the CCWIS/SACWIS and/or extracted data. The Contractor agrees to cease using and return and/or destroy all Confidential Data and derivatives therefrom in its possession, End Users' subcontractors'/agents' possession, immediately upon notice of termination for an Incident or Breach. User agrees that it has the duty to protect and maintain the privacy and security of

Confidential Data and that duty must continue in full force and effect until such data is returned and/or destroyed. For any such data that return/destruction is not feasible, the privacy and security requirements of this Agreement shall survive the termination.

10.3 In the event of an early termination for any reason, the Contractor shall, within fifteen (15) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to the return and/or destruction of Confidential data provided to the Contractor by the Department or derived from the Confidential Data obtained under the terms of this Agreement.

10.4 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions

2.1.1 Paragraph 1, Compliance with Federal and State Laws, is deleted in its entirety.

2.1.2 Paragraph 2, Time and Manner of Determination, is deleted in its entirety.

2.1.3 Paragraph 3, Documentation, is deleted in its entirety.

2.1.4 Paragraph 4, Fair Hearings, is deleted in its entirety.

2.1.5 Paragraph 6, Retroactive Payments, is deleted in its entirety.

2.1.6 Paragraph 7, Conditions of Purchase, and its subparagraphs, are deleted in their entirety.

2.1.7 Paragraph 8, Maintenance of Records; Subparagraph 8.1, Fiscal Records, is replaced as follows:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, and requisitions for materials.

Subparagraphs 8.2 and 8.3 of Paragraph 8 are deleted in their entirety.

2.1.8 Paragraph 15, Operation of Facilities, is deleted in its entirety.

2.1.9 Paragraph 17, Limited English Proficiency, is deleted in its entirety.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name:

6-10-19
Date

Name: Katherine H. Park
Title: CEO

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DocuSign Envelope ID: 32E387FF-28D1-4531-8F46-16E5BE99FE1D

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Vendor Name:

6-10-19
Date

Name: Katherine H. Park
Title: CEO

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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

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

6-10-19
Date

Name: Katherine H. Park
Title: CEO

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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.

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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:

6-10-19
Date

Name: Katherine H. Park
Title: CEO

DocuSign Envelope ID: EEEED17C-2622-4784-9C57-740027BB6286
DocuSign Envelope ID: 32E387FF-28D1-4531-8F46-16E5BE99FE1D

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:

6-10-19
Date

Name: Katherine H Park
Title: CEO

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DocuSign Envelope ID: 32E387FF-28D1-4531-8F46-16E5BE99FE1D

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1 **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	NCCD
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
	Katherine H. Park
Name of Authorized Representative	Name of Authorized Representative
	CEO
Title of Authorized Representative	Title of Authorized Representative
6/17/19	6-10-19
Date	Date

DocuSign Envelope ID: EEEED17C-2622-4784-9C57-740027BB6286
DocuSign Envelope ID: 32E387FF-28D1-4531-8F46-16E5BE99FE1D

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 Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:

Date

Name: Katherine H. Park
Title: CEO

Vendor Initials

Date 6-10-19

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DocuSign Envelope ID: 32E387FF-28D1-4531-8F46-16E5BE99FE1D

FORM A

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

1. The DUNS number for your entity is: 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?

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Vendor Initials KB
Date 6-10-19

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

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

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

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

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.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

DocuSign Envelope ID: EEEED17C-2622-4784-9C57-740027BB6286
DocuSign Envelope ID: 32E387FF-28D1-4531-8F46-16E5BE99FE1D

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 25, 2019

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with the National Council on Crime and Delinquency (NCCD) Children's Research Center (CRC) as described below and referenced as DoIT No. 2019-098.

> This is a request to enter into an agreement to provide funding to continue the New Hampshire Integrated Assessment (NHIA) SDM® Management Report that outlines baseline SDM® fidelity indicators, which are a measure of adherence to the implementation guidelines for SDM®. The Contractor and the Department will continue to work collaboratively to update, customize, and implement the SDM® intake assessment, investigation assessment, and ongoing assessments to assist the Department in enhancing its child welfare system through the use of evidence-based tools.
>
> The amount of the contract is not to exceed $652,925.00, and shall become effective July 1, 2019 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2021.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Kenneth Dean FOR

Denis Goulet

DG/kaf
DoIT #2019-098

cc: Bruce Smith, IT Manager, DoIT