AGREEMENT:

USBE230081RA



☐ Student PII

REQUEST TYPE (select one of the following):

RESEARCH DATA SHARING AGREEMENT for External Data Sharing

UTAH STATE BOARD OF EDUCATION

x Student-level de-identified data	
☐ Unmasked aggregate student data	
PARTIES: This Research Sharing Agreement ("Agreement") is betw	een the Utah State Board of Education , referred to as
"State Entity" or "USBE", and the following primary "Researcher(s	", each individually a "Party" and together the "Parties".

PARTIES: This Research Sharing Agreement ("Agreement") is between the **Utah State Board of Education**, referred to as "State Entity" or "USBE", and the following primary "Researcher(s)", each individually a "Party" and together the "Parties". "Researcher(s)," "Party" and "Parties" are further defined as the Department of Health and Human Services' (DHHS): 1) Office of Informatics and Data Systems, Principal Investigator, Valli Chidambaram, Ph.D., and 2) the DHHS Office of Maternal Health, Data Resources Program, Principal Investigator, Michael Sanderson, M.S..

Valli Chidambaram - DHF Principle Investigator.	IS - Office of Informatic	LEGAL STATUS OF RESEARCHER		
Name of Researcher #1		Sole Proprietor		
DHHS - Division of Data S Informatics and Data Sys	•	Non-Profit Corporation		
Name of University, Organiza	ation, or Entity		For-Profit Corporation	
288 North 1460 West			Partnership	
Address			Government Agency	х
Salt Lake City	Utah 84001	https://dhhs	.utah.gov/	
City	State Zip	Website		
vchidambaram@utah.gov			801.328.5259	
Email			Phone	
Michael Sanderson - DHH Health - Data Resources Investigator.			LEGAL STATUS OF RESEAR	RCHER
Name of Researcher #2			Sole Proprietor	
DHHS - Office of Materna Program.	l and Child Health - Dat	a Resources	Non-Profit Corporation	
Name of University, Organiza	ation, or Entity		For-Profit Corporation	
195 North 1950 West			Partnership	
Address			Government Agency	x

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Salt Lake City	Utah	84116	https://health.utah.gov/drp/
City	State	Zip	Website
msanderson@utah.gov			801.618.9666
Fmail			Phone

AGREEMENT PERIOD:

Effective Date: **04/05/2024**

Termination Date: 04/05/2028 , unless terminated early or extended in accordance with the terms and

conditions of this agreement.

Renewal Options, if any: none

ATTACHMENTS: Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

ATTACHMENT A: State of Utah Standard Terms and Conditions for Research

ATTACHMENT B: Scope of Research

ATTACHMENT C: Curriculum Vitae for external researcher(s) ATTACHMENT D: Additional Scopes of Research if applicable

SIGNATURES OF APPROVAL:

Each signatory below represents that he or she has the requisite authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties sign and cause this Agreement to be executed.

RESEARCHER 1				Valli Chidambaram	DHHS-Office of Informatics Director
	Signatu	ire	Date	Name	Title
RESEARCHER 2				Michael Sanderson	DHHS - MCH Data Resources Program Director
	Signatu	ire	Date	Name	Title
USBE				Sydnee Dickson, Ed.D	State Superintendent of Public Instruction
USBE	Signatu	ire	Date	Sydnee Dickson, Ed.D Name	
USBE	Signatu	ire	Date	•	Instruction
	Signatu SBE CONTACT	re Name/Title:	Date	•	Instruction Title

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR RESEARCH

- 1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - 1.1. "<u>Authorized Persons</u>" means Researcher's employees, officers, partners, Subcontractors or other agents of Researcher who require access to Data and who have a legitimate educational interest in the education records to enable the Researcher to perform its responsibilities under this Agreement.
 - 1.2. "Agreement Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Researcher signed.
 - 1.3. "<u>Data</u>" includes Student Personally Identifiable Information and Educator Data, and may also include Confidential Information.
 - 1.4. "<u>Data Steward</u>" means the entity responsible for combining two Data sets from different sources, and managing the resultant Data set. If a USBE Data system is being used, then USBE is the Data Steward. If another entity is doing the calculations or derivations, then that entity becomes the Data Steward.
 - 1.5. "**Destroy**" means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
 - 1.6. "<u>Educator Data</u>" includes, but is not limited to, the educator's name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
 - 1.7. "Incident" means the potentially unauthorized access to Data that Researcher believes could reasonably result in the use, disclosure or theft of Data within the possession or control of Researcher or Researcher's Subcontractors.
 - 1.8. "Metadata" includes all information created manually or automatically to provide meaning or context to other data.
 - 1.9. "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Agreement Signature Page(s).
 - 1.10. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - 1.11. "Student Personally Identifiable Information" or "PII" has the same meaning as that found in U.C.A § 53E-9-301, and includes both direct identifiers (such as a student's or other family member's name, address, student number, or biometric number) and indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
 - 1.12. "Subcontractors" means any person or entity that will receive Data from Researcher shared as part of this agreement.
 - 1.13. "Targeted Advertising" means advertising to a student or a student's parent by Researcher if the advertisement is based on information or Data Researcher collected or received under this Agreement.
- 2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. **LAWS AND REGULATIONS:** At all times during this Agreement, Researcher and all research shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
- 4. **RECORDS ADMINISTRATION:** Researcher shall maintain or supervise the maintenance of all records necessary to properly account for Researcher's performance under this Agreement. These records shall be retained by Researcher for at least six (6) years after termination of this Agreement, or until all audits initiated within the six (6) years have been completed, whichever is later. Researcher agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Researcher agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 5. **CONFLICT OF INTEREST:** Researcher represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
- 6. **INDEPENDENT CONTRACTOR:** Researcher and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of USBE.
- 7. NON-FINANCIAL UNDERSTANDING:
 - 7.1. This Agreement is a non-financial understanding between USBE and Researcher. No financial obligation by or on behalf

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- of either of the Parties is implied by a Party's signature at the end of this Agreement.
- 7.2. The terms of any financial liability that arises from Data processing activities carried out in support of the responsibilities covered herein must be negotiated separately and to the mutual satisfaction of the Parties.
- 7.3. The legal authority for Data sharing for specified purposes conveyed by this Agreement cannot be used to support a subsequent claim of implied agreement to financial obligation.
- 8. **COST (OPTIONAL):** Researcher agrees to pay fees in the amount of \$ for the preparation or delivery of the research Data (this payment may be required in advance). Payment shall be made to:
- 9. **RESEARCHER RESPONSIBILITY:** Researcher is solely responsible for fulfilling the Agreement. Researcher shall be the sole point of contact regarding all contractual matters. Researcher must incorporate Researcher's responsibilities under this Agreement into every subcontract with its Subcontractors. Moreover, Researcher is responsible for its Subcontractors compliance under this Agreement.
- 10. **INDEMNITY:** To the extent that both USBE and the Researchers are governmental entities, both entities mutually agree that each entity assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for the Agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.
- 11. **EMPLOYMENT PRACTICES:** Researcher agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Researcher's employees.
- 12. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the Parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if identified elsewhere in this Agreement.
- 13. **DEBARMENT:** Researcher certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Researcher must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Agreement.
- 14. **TERMINATION:** This Agreement may be terminated, with cause by either Party, in advance of the specified expiration date, upon written notice given by the other Party. The Party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. This Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Researcher. The Parties may terminate this Agreement, in whole or in part, at any time, by mutual agreement in writing.
 - 14.1. Following the termination of this Contract, USBE reserves the right to request a complete and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all Data, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format. After USBE has been provided and confirmed as acceptable a complete download, or declines a download and requests immediate destruction, Contactor shall Destroy all Data collected, generated, or inferred as a result of this Contract. Should USBE not request a complete download, Contractor shall Destroy the Data immediately after thirty (30) days post termination of the Contract. The Contractor shall notify USBE in writing of the date upon which all of the Data is destroyed.
- 15. **CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Researcher, this Agreement may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Agreement.
- 16. **RESERVED.**
- 17. **PUBLIC INFORMATION:** Researcher agrees that this Agreement shall be a public document and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Researcher gives the State Entity and the State of Utah express permission to make copies of this Agreement in accordance with GRAMA. The State Entity and the State of Utah are not obligated to inform Researcher of any GRAMA requests for disclosure of this Agreement.
- 18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** To the extent that both USBE and the Researchers are State Entities they will hold each other harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against either State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.

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- 19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Researcher each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing.
- 20. **ASSIGNMENT:** Researcher may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State Entity.
- 21. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Researcher in default of this Agreement: (i) Researcher's non-performance of its contractual requirements and obligations under this Agreement; or (ii) Researcher's material breach of any term or condition of this Agreement. The State Entity may issue a written notice of default providing a ten (10) day period in which Researcher will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Researcher's liability for damages. If the default remains after Researcher has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) impose liquidated damages, if liquidated damages are listed in this Agreement; (iv) debar/suspend Researcher from receiving future contracts from the State Entity or the State of Utah.
- 22. **FORCE MAJEURE:** Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that Party's reasonable control. The State Entity may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
- 23. **PUBLICITY:** Researcher shall submit to the State Entity for written approval all advertising and publicity matters relating to this Agreement. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.

24. INSURANCE:

- 24.1. Researcher shall ensure that each Subcontractor shall obtain and maintain, at a minimum, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better.
- 24.2. Researcher shall ensure that each subcontractor shall maintain Protected Information Liability insurance covering all loss of Data and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- 24.3. USBE shall be named as additional insured on all commercial general liability policies required of Subcontractors. Coverage required of each Subcontractor shall be primary over any insurance or self-insurance program carried by Researcher or USBE.
- 24.4. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Researcher. Researcher shall forward such notice to the USBE's contact as listed in the Agreement within 7 days of Researcher's receipt of such notice.
- 24.5. All insurance policies secured or maintained by Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Researcher or USBE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- 24.6. The Researcher is a "public entity" within the meaning of the Governmental Immunity Act of Utah, U.C.A. § 63G-7-101 et. seq. (the "GIA"), Researcher shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Researcher shall ensure that the Subcontractor(s) maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.
- 24.7. As applicable, Researcher shall provide to USBE certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Researcher's subcontract is not in effect as of the Effective Date, Researcher shall provide to USBE certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Researcher's execution of the subcontract. No later than 15 days before the expiration date of any Subcontractor's coverage, Researcher shall deliver to USBE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by USBE, Researcher shall, within 7 Business Days following the request by USBE, supply to USBE evidence satisfactory to USBE of compliance with the provisions of this section.
- 24.8. The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Researcher's failure to maintain this insurance requirement for the term of this Agreement will be grounds for immediate termination of this Agreement.

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- 25. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES**: Researcher shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
- 26. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
- 27. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Researcher's responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. Researcher's responsibilities may be reinstated upon advance formal written notice from the State Entity.
- 28. **CHANGES IN SCOPE**: Any changes in the scope of the services to be performed under this Agreement shall be in the form of a written amendment to this Agreement, mutually agreed to and signed by both Parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
- 29. **DISPUTE RESOLUTION:** Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Researcher, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Researcher agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
- 30. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Attachment B; (iii) Agreement Signature Page(s); (iv) the State of Utah's additional terms and conditions, if any; (v) any other attachment listed on the Agreement Signature Page(s); and (vi) Researcher's terms and conditions that are attached to this Agreement, if any. Any provision attempting to limit the liability of Researcher or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
- 31. **SURVIVAL OF TERMS:** Any terms that by their nature would survive the expiration of, completion, or termination of this Agreement shall survive.
- 32. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
- 33. **ERRORS AND OMISSIONS:** Researcher shall not take advantage of any errors and/or omissions in this Agreement. Researcher must promptly notify USBE of any errors and/or omissions that are discovered.
- 34. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

35. CONFIDENTIALITY GENERAL PROVISIONS:

- 35.1. This Agreement applies to all Data sharing between Researcher and USBE. Specific Data to be shared are outlined in the Attachments, along with the purpose of Data sharing, Data ownership and conditions and/or regulations governing the usage of the shared Data, requirements for shared data retention/destruction, and Party processes for implementing these actions.
- 35.2. USBE and Researcher enter into this Agreement to share and exchange Data for the purposes of conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- 35.3. This Agreement will be reviewed, updated, and approved on an annual basis.
- 35.4. USBE reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and content.
- 35.5. Researcher, as USBE's agent, shall comply with all applicable laws and regulations including but not limited to FERPA, the Utah Family Education Rights and Privacy Act, Utah Code § 53E-9-2 ("UFERPA"), and the Individuals with Disabilities Educational Act, 30 U.S.C. §1400 et seq. and 34 C.F.R. Part 300 ("IDEA").
- 35.6. Any terms that by their nature would survive the expiration of, completion, or termination of this Agreement shall survive.
- 35.7. Researcher shall, upon written request, permit USBE or its designated representatives to perform an assessment, audit, examination, or review of all of Researcher's sites and environments in order to confirm Researcher's compliance with this Contract; associated Researchers or Scopes of Work; and applicable laws and regulations.

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- 35.8. During the term of this Contract, if USBE requests the Destruction of PII collected, generated or inferred as a result of this Contract, Researcher shall Destroy the information within five (5) calendar days after the date of the request. Researcher shall provide USBE with written confirmation of the date the data was Destroyed.
- 35.9. USBE retains the right to use the established operational services to access and retrieve Data stored on Researcher's infrastructure at its sole discretion.

36. DATA ACCURACY:

36.1. The Data provided are the best and most complete documentation available. USBE does not ensure 100% accuracy of all records and fields. Some data fields, including those that are not used, may contain incorrect or incomplete Data. USBE and Researcher will report any systematic problems with the Data to the data owner. Data that has been manipulated or re-processed by either USBE or Researcher is the responsibility of that Party.

37. ACCESS TO DATA:

- 37.1. Researcher shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.
- 37.2. Researcher shall maintain past and current lists of all Authorized Persons, maintain each non-disclosure agreement, and shall permit inspection of the same by USBE upon request.
- 37.3. Researcher shall maintain an audit trail for the duration of this Agreement, which reflects the granting and revoking of access privileges to Authorized Persons. A copy of this audit trail may be requested by USBE from Researcher at any time and shall be provided within 10 days of the USBE request.
- 37.4. Researcher shall have strong access controls in place. Researcher shall disable and/or immediately delete unused and terminated Authorized Persons' accounts and shall periodically assess account inactivity for potential stale accounts.
- 37.5. Researcher shall provide annual, mandatory privacy and security awareness and training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.

38. USE AND DISCLOSURE OF DATA:

- 38.1. Researcher shall not collect, use, or share Data beyond the purposes set forth in the Attachments.
- 38.2. Researcher shall share Data only for the purposes stated in the Attachments and then only with the Authorized Persons stated in the Attachments.
- 38.3. If Researcher seeks to publicly release Data, Researcher must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Researcher shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Researcher shall use to de-identify the information. Any Data that is publicly released without being redacted using the methods in this Section shall be considered an Incident. The following methods shall be used on any aggregated reports:
 - 38.3.1. Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.
 - 38.3.2. Aggregated reports shall redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.
 - 38.3.3. Aggregated reports shall be redacted to remove identifiability risks caused other prior releases of aggregate data by Researcher.
- 38.4. Researcher shall not use Data for the purposes of Targeted Advertising.
- 38.5. Researcher shall not sell or otherwise monetize Data except Data transferred through the purchase of, merger with, or otherwise acquisition of Researcher provided that all Parties remain in compliance with this Agreement.

39. DATA LINKAGE:

- 39.1. If Researcher will link USBE's Data with Data from another source, the result could be a new data set with potentially unique regulations and conditions governing its use. *Prior to linking the Data, Researcher will provide detailed information to USBE outlining the Data being linked and the other sources for Data.*
- 39.2. The Data Steward will classify the linked data based on security or privacy risks. This could include evaluating the method of release, on the likelihood of identifying individuals from the linked Data, if linking the Data will violate any laws or regulations, or if the new data set meets the original request.
- 39.3. Based on the results of the risk assessment, USBE may refuse to provide Researcher with some or all of the requested Data in its sole discretion in order to mitigate any risks identified.
- 39.4. Should USBE consent to the Data being linked, the Data Steward shall apply additional constraints as necessary to the usage of the new data set.
- 39.5. Detailed information on the Data being linked, the other sources of Data, and any additional constraints shall be

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documented in the Attachments.

40. SECURITY AND PROTECTION OF DATA:

- 40.1. Researcher shall notify USBE if there are any material changes that will negatively affect the system where all Data are stored and maintained.
- 40.2. If Researcher is given Data as part of this Agreement, the protection of Data shall be an integral part of the business activities of Researcher to ensure that there is no inappropriate or unauthorized use of Data. Researcher shall safeguard the confidentiality, integrity, and availability of Data.
- 40.3. Researcher shall comply with and protect and maintain Data using methods that are at least as good as or better than that established in the State of Utah's Department of Technology Policies (https://dts.utah.gov/policies).
- 40.4. Researcher shall only transmit or exchange Data via secure means (ex. HTTPS or FTPS). Researcher shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium.
- 40.5. Researcher shall store and maintain all Data in data centers located in the United States.
- 40.6. Researcher shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN).
- 40.7. Researcher shall store all Data, as well as any backups made of that Data, in encrypted form using no less than 128 bit key and include all Data as part of a designated backup and recovery process.
- 40.8. Researcher shall enforce strong password protections on all devices and networks with access to or that store Data.
- 40.9. Researcher shall maintain data only until such time that the data is no longer needed (Term Expiration) or upon early termination of this Agreement (with Cause), whichever occurs first. At that point, the data will be destroyed within 30 days by the party holding the data, except for disclosed information possessed by any court. Researcher shall certify to USBE in writing that the data has been destroyed.

41. INCIDENTS:

- 41.1. If Researcher becomes aware of an Incident involving Data by either Researcher or any of Researcher's Subcontractors, Researcher shall notify USBE within one (1) calendar day and cooperate with USBE regarding recovery, remediation, and the necessity to involve law enforcement, if any.
- 41.2. Researcher shall produce a written remediation plan that includes information about the cause and extent of the Incident and the actions Researcher will take to remediate the Incident and to reduce the risk of incurring a similar type of Incident in the future. Researcher shall present its analysis and remediation plan to USBE within ten (10) calendar days of notifying USBE of an Incident. USBE reserves the right to adjust this plan, in its sole discretion. If Researcher cannot produce its analysis and plan within the allotted time, USBE, in its sole discretion, may perform such analysis and produce a remediation plan, and Researcher shall reimburse USBE for the reasonable costs thereof.
- 41.3. In the event of an Incident, Researcher shall provide USBE or its designated representatives with access to evaluation, mitigation, and resolution discovery and action plan documentation seven (7) days a week, twenty-four (24) hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.
- 41.4. Unless Researcher can establish that Researcher or any of its Subcontractors is not the cause or source of the Incident, Researcher shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.
- 41.5. Unauthorized disclosure of Identifiable Data for any reason may be cause for legal action by third parties against USBE, Researcher, the State, or their respective agents. Each entity shall indemnify, save, and hold harmless the State, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the respective entity, or its employees, agents, Subcontractors, or assignees pursuant to this Contract. Notwithstanding any other provision of this Contract. Each entity shall be liable to the State for all direct, consequential and incidental damages arising from an Incident caused by the respective entity or its Subcontractors.

ATTACHMENT B: SCOPE OF RESEARCH

RESEARCH OVERVIEW:

PROJECT TITLE:

State the title of the study.

Utah Department of Health and Human Services (DHHS) Early Childhood Programs' Effect On Pre-Kindergarten Through Third Grade Benchmarks: Attendance, Language, Literacy, and Numeracy.

PURPOSE OF STUDY:

the reason the data is needed.

Provide a description of the study, including DHHS early childhood programs strive to ensure young children are healthy and arrive at school ready to learn. The purpose of this study is to describe, analyze and evaluate the effect DHHS early childhood programs have on children's school readiness and continued success through third grade.

> Early childhood is a critical time of growth for children. Each childhood experience influences the next. Professionals in the early childhood field need actionable, high-quality data to understand the outcomes of their interventions and services.

High-quality early childhood data can help program leaders understand the developmental needs of young children; inform implementation of instruction, programs, and policies; and identify areas where children and families are thriving or where they may need additional support.

DHHS needs USBE data to discover if children that participated in DHHS programs are meeting critical USBE benchmarks related to attendance, early language, literacy, and numeracy.

DHHS early childhood programs targeted for this research evaluation are: 1) IDEA Part C Baby Watch Early Intervention, 2) Women Infant Children (WIC), 3) Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program, and 4) the Early Childhood Developmental Screening Ages and Stages Questionnaire (ASQ) program.

DURATION:

Enter the estimated end date of the study.

04/05/2028

ADDITIONAL INFORMATION:

RESEARCH QUESTIONS:

List your research questions.

Which DHHS early childhood program and/or combination of programs contribute to the most successful and sustained USBE outcomes?

VARIABLES OF INTEREST:

List specific variables.

USBE pre-kindergarten through third grade variables of interest include:

- Chronic absenteeism.
- Pre-K/K-3 entry/exit profile results and/or assessment results such as the PEEP/KEEP, Acadience and RISE.
- SCRAM profile.
- Zip code of the school(s) attended.

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- Status as an English as a second language learner.
- Free or reduced meals eligibility.
- Specific variables are listed in the table below.

DATA LINKAGE:

Provide detailed information on the Data being linked, the other sources of Data, and any additional constraints to protect the linked Data.

The DHHS data securely exported *to* USBE will possess personally identifiable information (for matching purposes) for children previously enrolled in DHHS programs that are now old enough to potentially be enrolled in USBE services.

The DHHS child identities will be matched to "mutual/in-common" USBE student records and linked to USBE attendance and outcome data according to USBE's policies/procedures and guidance.

The matched data sets will then be exported by USBE to DHHS using a safe/secure protocol and application as per USBE policy. DHHS will own and accept responsibility and liability for the matched data sets and the related research outputs. All public reports and research documents are de-identified, aggregated, and deploy disclosure avoidance techniques such as small cell size suppression.

The matched data sets to be exported by USBE to DHHS will include the SPID (DHHS' numerical pseudo direct identifier), with no other personally identifying information.

DHHS requests that USBE delete the original source files and the linked/matched files after DHHS successfully receives the export.

ANALYTIC APPROACH:

Describe analysis.

Descriptive analysis, trend analysis and/or regression analysis as applicable.

OUTPUT:

Researchers must provide their output to the USBE.

OUTPUT DESCRIPTION:

Provide a summary of the output. This section states what reports or information will be produced because of this research and where that information will go.

The output for this research project will be deidentified and aggregated descriptive reports that display USBE outcomes for children/students that received DHHS early childhood services. The reports will be shared directly with DHHS and USBE agency, division, and program leadership.

OUTPUT DELIVERY DATE:

State the date when the output will be provided to USBE.

No later than 04/05/2028

DATA:

DATA REQUESTED:

List the data requested. Add additional rows as needed.

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Data

(Data and other information requested)

For matching purposes, **DHHS** will **export** the following personally identifiable information to **USBE**, for children previously enrolled in DHHS programs, that are now old enough to potentially be enrolled in USBE services:

- SPID (DHHS' numerical pseudo direct identifier)
- Student Statewide Identifier (SSID), if available
- First Name
- Middle Initial
- Last Name
- Sex
- Date of Birth

As available, **USBE** will provide to **DHHS** record-level, matched data for students known to have received DHHS early childhood services for:

For all years, the matched data will include the SPID (DHHS' numerical pseudo direct identifier) that was originally sent by DHHS.

SY 2017-2018, the matched data will include the results of the PEEP or its substitute/equivalent.

SY 2018-2019, the matched data will include the results of the PEEP or its substitute/equivalent.

SY 2019-2020, the matched data will include the results of the **PEEP** or its substitute/equivalent.

SY 2020-2021, the matched data will include the results of the PEEP or its substitute/equivalent.

SY 2021-2022, the matched data will include the results of the PEEP or its substitute/equivalent.

SY 2022-2023, the matched data will include the results of the **PEEP or its substitute/equivalent**.

SY 2023-2024, the matched data will include the results of the **PEEP or its substitute/equivalent**.

SY 2024-2025, the matched data will include the results of the **PEEP or its substitute/equivalent**.

SY 2025-2026, the matched data will include the results of the PEEP or its substitute/equivalent.

SY 2026-2027, the matched data will include the results of the **PEEP or its substitute/equivalent**.

SY 2027-2028, the matched data will include the results of the PEEP or its substitute/equivalent.

SY 2017-2018, the matched data will include the results of the KEEP or its substitute/equivalent.

SY 2018-2019, the matched data will include the results of the KEEP or its substitute/equivalent.

SY 2019-2020, the matched data will include the results of the *KEEP* or its *substitute/equivalent*.

SY 2020-2021, the matched data will include the results of the *KEEP* or its *substitute/equivalent*.

SY 2021-2022, the matched data will include the results of the KEEP or its substitute/equivalent.

SY 2022-2023, the matched data will include the results of the *KEEP* or its *substitute/equivalent*.

SY 2023-2024, the matched data will include the results of the KEEP or its substitute/equivalent.

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SY 2025-2026, the matched data will include the results of the KEEP or its substitute/equivalent.

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SY 2026-2027, the matched data will include the results of the KEEP or its substitute/equivalent.

SY 2027-2028, the matched data will include the results of the *KEEP* or its *substitute/equivalent*.

SY 2017-2018, the matched data will include the data field: *IsChronicallyAbsent (yes/no)* for prekindergarten through third grade.

SY 2018-2019, the matched data will include the data field: *IsChronicallyAbsent (yes/no)* for prekindergarten through third grade.

SY 2019-2020, the matched data will include the data field: *IsChronicallyAbsent (yes/no)* for prekindergarten through third grade.

SY 2020-2021, the matched data will include the data field: *IsChronicallyAbsent (yes/no)* for prekindergarten through third grade.

SY 2021-2022, the matched data will include the data field: *IsChronicallyAbsent (yes/no)* for prekindergarten through third grade.

SY 2022-2023, the matched data will include the data field: *IsChronicallyAbsent (yes/no)* for prekindergarten through third grade.

SY 2023-2024, the matched data will include the data field: *IsChronicallyAbsent (yes/no)* for prekindergarten through third grade.

SY 2024-2025, the matched data will include the data field: *IsChronicallyAbsent (yes/no)* for prekindergarten through third grade.

SY 2025-2026, the matched data will include the data field: *IsChronicallyAbsent (yes/no)* for prekindergarten through third grade.

SY 2026-2027, the matched data will include the data field: *IsChronicallyAbsent (yes/no)* for prekindergarten through third grade.

SY 2027-2028, the matched data will include the data field: *IsChronicallyAbsent (yes/no)* for prekindergarten through third grade.

SY 2017-2018, the matched data will include **summary results for kindergarten through third grade assessment of language**, **literacy and numeracy**, **such as Acadience and RISE proficiency and composite scores**.

SY 2018-2019, the matched data will include **summary results for kindergarten through third grade assessment of language**, **literacy and numeracy**, **such as Acadience and RISE proficiency and composite scores**.

SY 2019-2020, the matched data will include summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.

SY 2020-2021, the matched data will include **summary results for kindergarten through third grade assessment of language**, **literacy and numeracy**, **such as Acadience and RISE proficiency and composite scores**.

SY 2021-2022, the matched data will include summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.

SY 2022-2023, the matched data will include *summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.*

SY 2023-2024, the matched data will include summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.

SY 2024-2025, the matched data will include *summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.*

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SY 2025-2026, the matched data will include **summary results for kindergarten through third grade assessment of language**, **literacy and numeracy**, **such as Acadience and RISE proficiency and composite scores**.

SY 2026-2027, the matched data will include *summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.*

SY 2027-2028, the matched data will include summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.

SY 2017-2018, the matched data will include the following **SCRAM profile indicators: aggregate membership, entry date, exit date, exit reason, disability type, time, regular percent, environment, and is one percent.**

SY 2018-2019, the matched data will include the following **SCRAM profile indicators: aggregate membership, entry date, exit** date, exit reason, disability type, time, regular percent, environment, and is one percent.

SY 2019-2020, the matched data will include the following **SCRAM profile indicators: aggregate membership, entry date, exit** date, exit reason, disability type, time, regular percent, environment, and is one percent.

SY 2020-2021, the matched data will include the following **SCRAM profile indicators: aggregate membership, entry date, exit** date, exit reason, disability type, time, regular percent, environment, and is one percent.

SY 2021-2022, the matched data will include the following **SCRAM profile indicators: aggregate membership, entry date, exit date, exit reason, disability type, time, regular percent, environment, and is one percent.**

SY 2022-2023, the matched data will include the following **SCRAM profile indicators: aggregate membership, entry date, exit** date, exit reason, disability type, time, regular percent, environment, and is one percent.

SY 2023-2024, the matched data will include the following **SCRAM profile indicators: aggregate membership, entry date, exit** date, exit reason, disability type, time, regular percent, environment, and is one percent.

SY 2024-2025, the matched data will include the following **SCRAM profile indicators: aggregate membership, entry date, exit** date, exit reason, disability type, time, regular percent, environment, and is one percent.

SY 2025-2026, the matched data will include the following **SCRAM profile indicators: aggregate membership, entry date, exit** date, exit reason, disability type, time, regular percent, environment, and is one percent.

SY 2026-2027, the matched data will include the following **SCRAM profile indicators: aggregate membership, entry date, exit** date, exit reason, disability type, time, regular percent, environment, and is one percent.

SY 2027-2028, the matched data will include the following **SCRAM profile indicators: aggregate membership, entry date, exit** date, exit reason, disability type, time, regular percent, environment, and is one percent.

SY 2017-2018, the matched data will include indicators if the student was/is an English language learner.

SY 2018-2019, the matched data will include indicators if the student was/is an *English language learner*.

SY 2019-2020, the matched data will include indicators if the student was/is an *English language learner*.

SY 2020-2021, the matched data will include indicators if the student was/is an English language learner.

SY 2021-2022, the matched data will include indicators if the student was/is an *English language learner*.

SY 2022-2023, the matched data will include indicators if the student was/is an **English language learner**.

SY 2023-2024, the matched data will include indicators if the student was/is an *English language learner*. SY 2024-2025, the matched data will include indicators if the student was/is an *English language learner*.

SY 2025-2026, the matched data will include indicators if the student was/is an **English language learner**.

SY 2026-2027, the matched data will include indicators if the student was/is an **English language learner**.

SY 2027-2028, the matched data will include indicators if the student was/is an English language learner.

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Y 2017-2018, the matched data will include indicators if the student was/is <i>eligible for free or reduced</i>	meals.
Y 2018-2019, the matched data will include indicators if the student was/is <i>eligible for free or reduced</i>	meals
Y 2019-2020, the matched data will include indicators if the student was/is <i>eligible for free or reduced</i>	meals
Y 2020-2021, the matched data will include indicators if the student was/is <i>eligible for free or reduced</i>	meals
Y 2021-2022, the matched data will include indicators if the student was/is <i>eligible for free or reduced</i>	meals
Y 2022-2023, the matched data will include indicators if the student was/is <i>eligible for free or reduced</i>	meals
Y 2023-2024, the matched data will include indicators if the student was/is <i>eligible for free or reduced</i>	meals
Y 2024-2025, the matched data will include indicators if the student was/is <i>eligible for free or reduced</i>	meals.
Y 2025-2026, the matched data will include indicators if the student was/is <i>eligible for free or reduced</i>	meals.
Y 2026-2027, the matched data will include indicators if the student was/is <i>eligible for free or reduced</i>	meals.
Y 2027-2028, the matched data will include indicators if the student was/is <i>eligible for free or reduced</i>	meals.
Y 2017-2018, the matched data will include the <i>zip code(s) of the school(s) attended.</i>	
Y 2018-2019, the matched data will include the <i>zip code(s) of the school(s) attended</i> .	
Y 2019-2020, the matched data will include the <i>zip code(s) of the school(s) attended</i> .	
Y 2020-2021, the matched data will include the <i>zip code(s) of the school(s) attended</i> .	
Y 2021-2022, the matched data will include the <i>zip code(s) of the school(s) attended</i> .	
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Y 2023-2024, the matched data will include the <i>zip code(s) of the school(s) attended.</i>	
Y 2024-2025, the matched data will include the zip code(s) of the school(s) attended.	
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Y 2026-2027, the matched data will include the <i>zip code(s) of the school(s) attended</i> .	
Y 2027-2028, the matched data will include the <i>zip code(s) of the school(s) attended</i> .	

DELIVERY: September/October 2024 for historical data. Then each Desired delivery date: September/October for the previous school year. Delivery method: X Data will be compiled by USBE and sent securely to Researcher. ☐ Researcher will conduct on-premise research. ☐ Other (explain): **ROLES**:

		Name	Title
RESEARCHER #1	Data Steward:	Valli Chidambaram	DHHS Data Systems and Evaluation - Office of Informatics Director
	Authorized Persons:	Huaizhong Pan	Senior Health Informaticist

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		Rey Blackburn	Data Analyst	
		Monica Aguilera	Research Consultant	
	Data Steward:	Michael Sanderson	DHHS -Maternal and Child Health - Data Resources Program Director	
RESEARCHER #2	Authorized Persons:	Robert Satterfield	MCH/DRP Epidemiologist	
RESEARCHER #2				
USBE	Data Steward:	Data Specialist Staff Member TBD	Data Specialist	
	Data Quality Manager:	Aaron Brough	Director of Data and Statistics	



ATTACHMENT C CURRICULUM VITAE

See following pages



Drafted February 21, 2024

Michael Sanderson, MS

msanderson@utah.gov

SUMMARY OF QUALIFICATIONS

- 18 years' experience in planning, developing, and managing data collection for large-scale population-based surveys, including 3 years with the State of Utah, Department of Health and 14 years with the NYC Department of Health and Mental Hygiene
- Experience consulting on survey questionnaire development for multiple modes of data collection
- Experience conducting cognitive interviews to improve survey question reliability and validity and minimize non-response
- Experience supervising project managers of large-scale, population-based surveillance surveys
- Experience in developing and managing contracts with data collection vendors
- Experience incorporating data findings into published agency reports and professional conference presentations
- Sound quantitative analytic and computer skills, including proficiency with statistical software such as SAS and SUDAAN. Strong writing skills. Experienced in Microsoft Office Suite.

PROFESSIONAL EXPERIENCE

October 4, 2021 to Present
Epidemiology Program Manager/Data Resource Group (DRG)
Bureau of Maternal and Child Health
Division of Family Health and Wellness

Utah Department of Health – Salt Lake City, Utah

- Oversee the collection and reporting of National Performance Measures (NPMs), National
 Outcome Measures (NOMs), State Performance Measures (SPMs), and Evidence Based
 Measures (ESMs) related to the Health Resource and Services Administration's (HRSA) Title
 V Maternal and Child Health Block Grant and State Systems Development Initiative (SSDI).
- Coordinate program submissions annually for the Title V Block Grant application and report.
- Continually receive program feedback on process improvement and work with DRG staff to make changes to the Web-Enabled Systematic Tracking Tool (WESTT) system for the Title V Block Grant.
- Provide analytic support for programs within the Bureaus of Maternal and Child Health (BMCH) and Children with Special Health Care Needs (BCSHCN).
- Assist in data collection and program improvements within BMCH and BCSHCN.
- Enhance epidemiological capacity for health surveillance of populations served by BMCH and BCSHCN by coordinating training activities for public health employees, community groups, and other groups on request.

January 2007 – September 2021
City Research Scientist IVa/Surveillance Surveys Lead

Division of Epidemiology

New York City Department of Health and Mental Hygiene – New York, New York

- Serve as Principal Investigator for the NYC DOHMH Community Health Survey (CHS), including development and implementation of the survey and budget management (\$1.7 million annually)
- Manage vendor performance during data collection to ensure quality and timely submission
 of deliverables. Review and synthesize production reports and analyze para-data during
 data collection. Identify production challenges and work with vendors to identify solutions.
 Track study progress overall and as it pertains to production goals in NYC neighborhoods
 and other small areas
- Conduct non-response analyses to identify potential bias in survey estimates
- Manage transition of telephone surveys using Random Digit Dial dual sampling frames to Address Based Sampling (ABS) frames and multi-mode data collection.
- Development of research protocols for collecting survey data using administrative data sampling frames
- Conduct methodological work to improve survey production and reduce measurement error
- Generate written reports, contribute to internal publications and manuscripts, and present findings at professional conferences including the American Association for Public Opinion Research (AAPOR) and American Public Health Association (APHA)
- Review and approve survey weights provided by vendors including confirmation of minimum cell size; sum of weights matching population control totals; and evaluating the impact of unequal weighting effects
- Manage the work of three project managers responsible for Agency population-based surveys including: the CHS, NYC KIDS, and the Youth Risk Behavior Survey (YRBS)
- Provide consultation on survey research for programs within the agency including the
 development of sexual orientation and gender identity/expression (SOGI) measures and
 improved measurement of race/ethnicity measures to promote health equity and racial
 justice through data disaggregation
- Train and mentor non-survey program staff and students on survey development and data collection procedures
- Develop and evaluate Requests for Proposals (RFP's) for DOHMH surveillance surveys
- Prepare IRB documentation and protocols for CHS and other studies

February 2003-December 2006 Research Consultant Center for Health Data

Utah State Department of Health - Salt Lake City, Utah

- Oversaw general management of an in-house survey center
- Designed and implemented the Utah Health Status Survey (UHSS) a household level population-based survey
- Programmed and tested survey instruments into computer-assisted telephone interviewing (CATI) system
- Developed a report plan and schedule for analyzing and releasing UHSS and other survey data results
- Conducted analysis of survey data for general surveillance and reporting

 Presented public health data for community and advocacy groups and local public health conferences

October 2002-February 2003

Research Assistant

University of Utah School of Medicine - Division of Clinical Epidemiology - Salt Lake City

- Worked on antibiotic resistance health education campaign
- Developed and distributed educational materials in rural doctor offices and health clinics in Utah and Idaho
- Analyzed telephone surveys to assess public knowledge of antibiotic resistance
- Obtained subject specific pharmacy data to assess antibiotic use in rural communities
- Contributed to articles on antibiotic resistance for rural community newspaper

EDUCATION

Utah State University, College of Humanities, Arts, and Social Sciences

- M.S. Sociology
- May 2003

Utah State University, College of Humanities, Arts, and Social Sciences

- B.S. Sociology
- May 1998

CONTINUING EDUCATION

- EPIC Short Course "Sample Size Estimation and Power Calculations" Instructor: Tomi
 Akinyemiju. Columbia University -online course. June 2019. This course provided an applied
 review of sample size estimation and power calculations using SAS including power and
 sample size calculations for two-sample t-tests, equivalence and non-inferiority tests,
 confidence interval precision, and power analysis of two independent proportions.
- EPIC Short Course "Assessing Neighborhoods in Epidemiology" Instructor: Dustin Duncan. Columbia University. June 19, 2017. This course identified various approaches to studying neighborhood characteristics and the strengths and limitations of these approaches. Discussion of different methods of examining neighborhood boundaries.
- AAPOR Short Course "Visual Design for Single and Mixed Mode Surveys" Instructor:
 Jolene Smyth. New Orleans, Louisiana. May 18, 2017. This course focused on how to achieve
 more effective and functional survey designs and layouts focusing primarily on mail and web
 surveys. This course provided an overview of the mechanics of visual processing as well as
 key concepts from the vision sciences that can help survey researchers accomplish their
 goals with survey design.
- AAPOR Short Course "Survey Response Formats" Instructor: Allyson Holbrook. Hollywood, Florida. May 14, 2015. This course considered response formats in survey questions and the ways survey respondents are asked to report their answers to survey questions. Course included a taxonomy of different response formats, the advantages and disadvantages of each and the potential implications of each for survey data quality.
- EPIC Short Course "Program Evaluation for Public Health Professionals" Instructor: Batya Elul. Columbia University. June 1-5, 2015. This course introduced the concepts and functions

of program evaluation and provided practical experience in translating concepts into applications for programs.

SELECTED SURVEY RESEARCH

NYC Community Health Survey (January 2007 to 2021): The Community Health Survey (CHS) is an annual health surveillance survey conducted by the NYC Department of Health and Mental Hygiene since 2002. The CHS conducts approximately 10,000 interviews with adults aged 18 and over. The CHS uses a stratified random sample which provides estimates at the city, borough, and neighborhood levels. Data are used to track the health of New Yorkers, evaluate the outcomes of public health initiatives, and guide policy decisions. From 2002 to 2019, data were collected via telephone using an overlapping dual sample frame of landline and cell phone numbers. Starting in 2020, the CHS began using a new mixed-mode methodology with an Address Based Sample (ABS) frame and mail push-to-web approach.

The NYC KIDS Survey (2017, 2019, 2021): NYC KIDS is a survey which focuses on the health and development of NYC children aged 1-13. Households are screened for the presence of children and eligible households are invited to participate with one randomly selected child being the subject of a proxy interview by a parent or guardian. KIDS uses a stratified random sample which provides estimates at the city, borough, and four Neighborhood Health Action Centers. Estimates are also provided for two age groups: kids 1-5 and 6-13. The 2017 and 2019 KIDS surveys used a telephone-based methodology and drew sample from administrative sample frames from the Office of Vital Statistics (birth certificates) and Office of School Health (student health records). Starting in 2021, the KIDS moved to a self-administered mail push-to-web, with a telephone non-response follow-up.

The Community Health Survey Affordable Care Act Follow-up Study (2015): The 2015 CHS was used to recruit participants to a special follow-up survey on health care access and needs. Individuals were invited to participate if they were either uninsured or did not get needed medical care in the CHS interview. This follow-up survey focused on barriers to seeking needed health care including: the lack of insurance, difficulties using insurance, and cost barriers to receiving various types of health care. Questions were included to address barriers to receiving health care and basic knowledge of and understanding of the Affordable Care Act among this population.

The Community Health and Mental Health Survey [CHMH] (2012): In 2012 the CHS was used as a recruitment vehicle to recruit participants to a special follow up study on mental health. Individuals were invited to participate if they scored 13 or greater on the Kessler-6 scale for non-specific psychological distress. The follow up study included questions to measure Severe Mental Illness (SMI) and service need and use.

The Community Health Survey, Heart Follow-Up Study [HFUS] (2010 and 2018): In 2010, the CHS was used as a recruitment vehicle to recruit participants for a special clinical study on diet and cardiovascular health. HFUS participants were asked to complete a brief follow-up interview to the CHS, collect urine for a 24-hour period to measure nutrient intake, and consent to a brief in-home medical exam where the urine was aliquoted, seated blood pressure measurements were taken and anthropometric measurements were taken (height, weight and waist circumference). This study was repeated in 2018 and incorporated secure electronic tablets for data capture and transmission.

PROFESSIONAL PRESENTATIONS AND POSTERS

- Paper presentation: Bennion E, Kubiak R, Sanderson M. Social factors associated with being bullied in Utah, 2017-2021. Council for State and Territorial Epidemiologists Annual Conference (June 2023) in Salt Lake City, Utah.
- Paper Presentation: McRoy M, Witt M, Zimmer S, Stroble T, Ruther N, Levanon-Seligson A, Fernandez S, Annibale A, Sanderson M. Comparing the Telephone to Web Data Collection Transition Between the 2021 NYC Community Health Survey and the 2021 NYC KIDS survey. American Association for Public Opinion Research Conference (May 2022) in Chicago, Illinois.
- Paper Presentation: Sokolowski J, Ruther N, Bush W, Witt M, McRoy M, Levanon-Seligson A, Fernandez S, Sanderson M. The Drop Point Address Challenge for a Mail Survey, Experiences with the 2021 NYC Community Health Survey and 2021 NYC KIDS Survey.
 American Association for Public Opinion Research Conference (May 2022), in Chicago, Illinois.
- Paper Presentation: Roe D, Sanderson M, Fernandez S, Levanon Seligson A, Witt M, Burkey A, Ruther N, Hansen, A. Piloting the Transition from RDD Telephone to ABS Multi-mode Data Capture in the New York City Community Health Survey. American Association for Public Opinion Research Conference (May 2021). Virtual Conference due to COVID-19 pandemic.
- Paper Presentation: Sokolowski J, Sanderson M, Fernandez S, Levanon Seligson A, Witt M, Ruther N, Sokolowski J, Bradbury A. New York City Community Health Survey (CHS) 2020 and COVID-19: Response to the Pandemic, Obstacles Overcome and Impact on Survey Results. American Association for Public Opinion Research Conference (May 2021). Virtual Conference due to COVID-19 pandemic.
- Paper Presentation: Peebles K, Witt M, **Sanderson M**, Perlman S, Fernandez S, Dumas S, Alroy K, Burkey A, Ruther N. Population-Based Estimates of COVID-19 Incidence in New York City: A Comparison of Two Surveillance Systems. American Association for Public Opinion Research Conference (May 2021). Virtual Conference due to COVID-19 pandemic.
- Poster Presentation: Alroy K, Cavalier H, Crossa A, Wang SM, Liu SY, Sanderson M, Gould H, Lim S. Can changing neighborhoods influence mental health? An ecological analysis of gentrification and serious psychological distress New York City, 2002-2015. New York City Department of Health and Mental Hygiene and Centers for Disease Control and Prevention. Council of State and Territorial Epidemiologists Annual Conference (July 2020) in Seattle, Washington.
- Paper Presentation: Roe D, Sanderson M, Davis R. Tailoring Within-Household Selection in a Self-Administered Web and Mail Survey: Insights from Cognitive Testing. New York City Department of Health and Mental Hygiene. American Association for Public Opinion Research Conference (June 2020). Virtual Conference due to COVID-19 pandemic.
- Poster Presentation: Giovenco D, Sillane T, Baig S, Dumas S, Dongchung Y, Sanderson M,
 Sisti J, Jasek J, and Levanon-Seligson A. Does depression moderate the relationship between
 neighborhood cigarette advertising and current smoking? New York City Department of
 Health and Mental Hygiene and Columbia Mailman School of Public Health. Society for
 Research on Nicotine and Tobacco Annual Meeting (March 2020) in New Orleans, Louisiana.
- Paper Presentation: Immerwahr S and **Sanderson M**. Split-ballot experiments to improve survey measures of race and gender identity. New York City Department of Health and

- Mental Hygiene. American Association for Public Opinion Research Conference (May 2019) in Toronto, Canada.
- Poster Presentation: Alroy K, Wang A, Sanderson M, Gould H, Stayton C. Physical intimate partner violence (IPV) among adults and high school students New York City, 2016-2017.
 New York City Epidemiology Forum. 6th Annual Conference. Columbia University (February 2019).
- Poster Presentation: Dumas S, Dongchung Y, **Sanderson M**, Bartley K, Gould H, Levanon-Seligson A. Examining the appropriateness of self-rated general health as a summary measure of health-related quality of life. New York City Epidemiology Forum. 6th Annual Conference. Columbia University (February 2019).
- Poster Presentation: De La Cruz N, Sanderson M, Murray L. Health of White and Black Latino New Yorkers. New York City Epidemiology Forum. 6th Annual Conference. Columbia University (February 2019).
- Paper Presentation: **Sanderson M** and Immerwahr S. Making inequity visible: Shining a light on neighborhood health and equity with the New York City Community Health Survey. New York City Department of Health and Mental Hygiene. American Public Health Association Conference (November 2018) in San Diego, Ca.
- Poster Presentation: Sanderson M, Immerwahr S. Reducing item Non-Response to Sexual Identity Questions Across Multiple Languages, New York City Community Health Survey.
 American Association for Public Opinion Research Conference (May 2017) in New Orleans, La.
- Paper Presentation: Sanderson M, Immerwahr S, Shapiro-Luft D, McVeigh K, Martonik R, Lee N, Tyson M, Burkey A, Battaglia M. Using De-Identified Administrative Records as a Sampling Frame for a Child Health Telephone Survey: Results from a Pilot Study in New York City. New York City Department of Health and Mental Hygiene and Abt Associates. American Association for Public Opinion Research Conference (May 2017) in New Orleans, La.
- Poster Presentation: Blauschild M, Sanderson M, Immerwahr S. Comparison of Two methods for Diagnosing Problematic Questions in a Child Health Survey: Findings from a 2016 Pilot Survey. New York City Epidemiology Forum. 4th Annual Conference. NYU School of Medicine (February 2017).
- Paper Presentation: Norman C, Shapiro-Luft D, Bartley K, Sanderson M. Association of neighborhood and individual-level social cohesion with psychological distress in New York City. New York City Department of Health and Mental Hygiene. American Public Health Association Conference (November 2016) in Denver, Co.
- Paper Presentation: Martonik R, Merry T, Lee N, Immerwahr S, Sanderson M. Managing
 Efficiency in Telephone Surveys: Insights from Survey Para-data Trends 2010-2015. Abt-SRBI
 & New York City Department of Health and Mental Hygiene. American Association for Public
 Opinion Research Conference (May 2016) in Austin, Tx.
- Paper Presentation: Sha M, Immerwahr S, Sanderson M. Using the Expert Review Method to Improve a Pre-Existing Survey Translation. RTI & New York City Department of Health and Mental Hygiene. American Association for Public Opinion Research Conference (May 2016) in Austin, Tx.
- Poster Presentation: Lee N, Martonik R, Merry T, Immerwahr S, Sanderson M. Can Billing Address Matching Solve Cell Frame Noncoverage in Small Area Surveys? Abt-SRBI & New York City Department of Health and Mental Hygiene. American Association for Public Opinion Research Conference (May 2016) in Austin, Tx.

- Paper Presentation: Sanderson M, Merry T, Immerwahr S, Weiss A, Battaglia M, Martonik R, and Appelbaum J. Reducing cell phone coverage bias in geographically targeted RDD samples by weighting for residential mobility. New York City Department of Health and Mental Hygiene & Abt-SRBI. American Association for Public Opinion Research Conference (May 2015) in Hollywood, Fl.
- Poster Presentation: Merry T, Meyers M, Weiss A, Sanderson M, Bartley K, Yi S, Eisenhower D. (2012) Using a Population-based Behavioral Health Survey as a Recruitment Vehicle for an in-home Biometric Data Collection. New York City Department of Health and Mental Hygiene & Abt SRBI. American Association for Public Opinion Research Conference (May 2012) in New Orleans, La.
- Poster Presentation: Immerwahr S, Battaglia M, Eisenhower D, Sanderson M. (2010)
 Landline and Cell Phone Usage Patterns in a Large Urban Setting: Results from the 2008 New York City Community Health Survey and Cell Pilot. New York City Department of Health and Mental Hygiene & Abt SRBI. American Association for Public Opinion Research Conference (May 2010) in Chicago, Ill.
- Poster Presentation: Sanderson M, Konty, K, Eisenhower, D, Immerwahr, S. (2008)
 Evaluating Characteristics of Prospective Cell Phone Only Adults in New York City. New York
 City Department of Health and Mental Hygiene. American Association for Public Opinion
 Research Conference (May 2008) in New Orleans, La.

PUBLICATIONS

- Alroy K, Cavalier H, Crossa A, Wang SM, Liu SY, Norman C, Sanderson M, Gould LH, Lim SW. (2023) Can changing neighborhoods influence mental health? An ecological analysis of gentrification and neighborhood-level serious psychological distress New York City, 2002-2015. PLoS ONE 18(4): e0283191. https://doi.org/10.1371/journal.pone.0283191
- Seligson A, Alroy K, Sanderson M, Maleki A, Fernandez S, Aviles A, Dumas S, Perlman S, Peebles K, Norman C, Gwynn C, Gould H. Adapting Survey Data Collection to Respond to the COVID-19 Pandemic: Experiences From a Local Health Department. American Journal of Public Health. 2021 Dec; 111(12):1276-2185.
 https://ajph.aphapublications.org/doi/abs/10.2105/AJPH.2021.306515
- Alroy K, Crossa A, Dominianni C, Sell J, Bartley K, Sanderson M, Fernandez S, Levanon Seligson A, Lim Sung Woo, Wang Shu Meir, Dumas S, Perlman S, Konty K, Olson D, Gould H, Greene S. Population-based estimates of Coronavirus Disease 2019 (COVID-19) like illness, COVID-19 illness, and rates of case ascertainment, hospitalizations, and deaths Noninstitutionalized New York City Residents, March-April 2020. Clinical Infection Diseases https://doi.org/10.1093/cid/ciab038
- Dumas S, Dongchung TY, **Sanderson M**, Bartley K, Levanon Seligson A. *A comparison of four health days measures (HRQOL-4) with a single measure of self-rated general health in a population-based health survey in New York City.* Health and Quality of Life Outcomes. 18, 315 (2020). https://doi.org/10.1186/s12955-020-01560-4
- Giovenco DP, Spillane TE, Baig SA, Dumas SE, Dongchung TY, **Sanderson M**, Sisti JS, Farley SM, Jasek JP, Levanon Seligson A. *Demographic and psychological moderators of the relationship between neighborhood cigarette advertising and current smoking in New York City*. Health Place. (66)2020.
- Alroy K, Wang A, Sanderson M, Gould LH, Stayton C. Psychological and Physical Intimate Partner Violence Among Adults — New York City, 2018. NYC Vital Signs 2020, 18(2); 1-4.

- **Sanderson M**, and Johnson K. *Dating Violence among New York City Youth*. New York City Department of Health and Mental Hygiene. Epi Data Brief [January 2016]; No: 67. 1-3
- Sanderson M, and Parton H. Arthritis of the Hip or Knee and Physical Activity in New York City. New York City Department of Health and Mental Hygiene. Epi Data Brief [January 2014]; No: 40. 1-2
- Immerwahr S, **Sanderson M**, Bond K, and Eisenhower D. *Muscle-strengthening Activity among New Yorkers*. New York City Department of Health and Mental Hygiene. Epi Data Brief [January 2014]; No. 39. 1-3
- Hinterland K, **Sanderson M**, Eisenhower, M. *Bullying Among New York City Youth*. New York City Department of Health and Mental Hygiene. Epi Data Brief [May 2013]; No. 37. 1-3.
- Norton JM, **Sanderson M**, Gupta L, Holder-Hayes E, Immerwahr S, Konty K, Olson C, Eisenhower D. *Methodology Updates to the New York City Community Health Survey*. New York City Department of Health and Mental Hygiene. Epi Research Report, Sept. 2012; 1-12.
- Sanderson M, Yi S, Bartley K, Quitoni K, Curtis C, Angell S, Eisenhower D. *The Community Health Survey, Heart Follow-Up Study Methodology Report*. The New York City Department of Health and Mental Hygiene, 2012
- Jasek J, Perlman S, Havusha A, **Sanderson M**, Cohen L, Greene C, Farley T. *Health Care Reform in New York City Access to Primary Care Before Reform.* New York City Department of Health and Mental Hygiene. Epi Research Report 2011; 1-12
- Corey C, Eisenhower D, Immerwahr S, Konty K, Norton JM, **Sanderson M**. *Including New Yorkers Who Can Only Be Reached by Cell Phones in the Community Health Survey: Results from the 2008 Cell Phone Pilot Survey*. New York City Department of Health and Mental Hygiene. Epi Research Report 2010, May; 1-8
- Mason D, Peak T, Krannich R., Sanderson M, March 2002. Planning for the Needs of Utah's Senior Citizens. Executive Summary, Volume I (Research Procedures, Respondent Characteristics and Retirement Expectations-Experiences), Volume II (Senior Services Issues), Volume III (Health and Safety Issues), Volume IV (Social Integration, Social Support and Informal Assistance Patterns). Submitted to the Utah Division of Aging & Adult Services at the conclusion of the two year survey process.

PROFESSIONAL ASSOCIATIONS

- American Association for Public Opinion Research (AAPOR)
- American Public Health Association (APHA)

BIOGRAPHICAL SKETCH

Provide the following information for the Senior/key personnel and other significant contributors. Follow this format for each person. **DO NOT EXCEED FIVE PAGES.**

NAME: Valli Chidambaram

eRA COMMONS USER NAME (credential, e.g., agency login): n/a

POSITION TITLE: Director, Office of Informatics and Data Systems, Utah Department of Health and Human Services.

EDUCATION/TRAINING

INSTITUTION AND LOCATION	DEGREE (if applicable)	Completion Date MM/YYYY	FIELD OF STUDY
Madurai Kamaraj University, Tamil Nadu, India	B.Sc.	2000	Computer Science
Madurai Kamaraj University, Tamil Nadu, India	M.S.	2002	Information Technology & Management
University of Utah	Ph.D.	2018	Biomedical Informatics

A. Personal Statement

I am the Director of the Office of Informatics and Data Systems at the Utah Department of Health & Human Services and I lead a team of informatics professionals who provide informatics domain expertise, project management, and consulting on innovative data analysis, integration, and interoperability projects that involve diverse professionals across the Utah Department of Health & Human Services, other state and federal government agencies, and the healthcare industry. I will be responsible for the overall coordination and supervision of Utah Department of Health's participation in the University of Utah Clinical and Translational Science Institute (CTSI). I will also attend CTSI leadership meetings and provide update reports.

I have a broad background in biomedical informatics, with specific training and expertise on public health data, standards, informatics, innovation, human-centered design, public health programs, processes, procedures and policies of the Utah Department of Health & Human Services. I oversee the Department's Master Person Index, that deduplicates and links several internal and external data sources. I have led several CDC funded grants focused on exploring innovative solutions and standards for public health information exchange. I was part of the Covid-19 response team for the State of Utah and have received letters of recognition from Governor Spencer J.Cox for exhibiting excellence in public service.

B. Positions, Scientific Appointments, and Honors

06/202	2 – Present	Director, Office of Informatics & Data Systems, Division of Systems & Evaluation,
		Utah Department of Health & Human Services
10/201	8 – 05/2022	Senior Health Informaticist, Health Informatics Office, Center for Health Data
		and Informatics, Utah Department of Health
05/201	8- 09/2018	Intern, Office of Vital Records and Statistics, Department of Health, Utah
12/201	7 – 05/2018	Graduate Research Assistant
11/201	3 – 11/2017	National Library of Medicine Predoctoral Fellow
08/200	7 - 02/2009	QA Analyst, Lexmark Printers, Lexington, KY
08/200	4 – 02/2006	IT Analyst, Action LLC, Lexington, KY
Honors	S	
Octobe	er 2021	Recognition from Governor Spencer J. Cox for supporting Utah's Covid-19

October 2021 Recognition from Governor Spencer J. Cox for supporting Utah's Covid-19

response

June 2021 Letter of recognition from Governor Spencer J. Cox for exhibiting excellence in

public service

07/2015 - 06/2016 Richard A. Fay and Carol M. Fay Endowed Graduate Fellowship

11/2013 – 07/2017 National Library of Medicine Predoctoral Fellowship

C. Contributions to Science

In my capacity as a public health informaticist and now the Director of the office of Informatics, my work
has directly focused on exploring efficient ways of health information exchange and supporting a
modernized, public health data infrastructure, in partnership with federal and other state partners. I
have represented the state of Utah, Department of Health at many national forums, sharing our
process, analysis and results with other jurisdictions and federal stakeholders.

Select Presentations:

• **Chidambaram V.**, Jurisdictions sharing their experience on participating in the NCHS organized FHIR testing event.

Venue: CDC FHIR Community of Practice meeting, remote. Date: February 2022 (Panel presenter)

• **Chidambaram V.**, State experiences in their journey to modernization- lessons learned and factors to success

Venue: CDC NVSS Orientation Session, remote. Date: September 2021 (Panel presenter)

• **Chidambaram V.**, Challenges, and opportunities for improving COVID-19 death certification during the pandemic

Venue: NCHS Implementers Community Meeting, remote. Date: September 2020 (Panel presenter)

Chidambaram V., Cost-benefit analysis of using SMART on FHIR.
 Event: National Vital Statistics System Modernization Virtual Implementers' Meeting, September 2020 (Oral)

2. My graduate research contributions focused on mining grocery transaction data for clinically useful information. Using natural language processing techniques, I mapped grocery transaction food descriptions to USDA's food composition databases and used food acquisition data as a proxy for food consumption data. I then developed and evaluated a dashboard that tracked and displayed deidentified pediatric patients' household food environment to aid clinicians in diet counseling sessions. This study lays the foundational work to underline novel uses for grocery transaction data in the clinical realm.

Publications

- **Chidambaram V**, Brewster PJ, Jordan KC, Hurdle JF., qDIET: toward an automated, self-sustaining knowledge base to facilitate linking point-of-sale grocery items to nutritional content. AMIA Anna
 - Symp Proc. 2013; 2013:224-233
- Tran LT, Brewster PJ, Chidambaram V, Hurdle JF, Towards Measuring the Food Quality of Grocery Purchases: An Estimation Model of the Healthy Eating Index-2010 Using only Food Item Counts,

Procedia Food Science, Volume 4, 2015, Pages 148-159, ISSN 2211-601X, http://dx.doi.org/10.1016/j.profoo.2015.06.020

 Tran LT, Brewster PJ, Chidambaram V, Hurdle JF, An Innovative Method for Monitoring Food Quality and the Healthfulness of Consumers' Grocery Purchases, Nutrients. 2017 May 5;9(5). pii:

E457. doi: 10.3390/nu9050457

Select Presentations:

- Chidambaram V, Brewster PJ, Tran L-T, Jordan KC, Hurdle JF., qDIET: toward an automated, self-sustaining knowledge base to facilitate linking point-of-sale grocery items to nutritional content.
 - Venue: 37th National Nutrient Databank Conference, Boston, MA; Date: 04/19/2013 (Poster)
- Chidambaram V, Brewster PJ, Tran L-T, Jordan KC, Hurdle JF., qDIET: Toward calculating HEI scores from Grocery Sales Data
 - Venue: 38th National Nutrient Databank Conference, Portland, OR; Date: 05/14/2014 (Oral)
- Chidambaram V., Grocery Transaction data: novel ways to understand food quality of obesogenic family environment
 - Venue: NLM Informatics Training Conference; Date: 06/27/2016 (Oral)
- Stipelman C; **Chidambaram V**; Smith E; Schwarting T; Spackman J., Continuing History: Carrying Forward Constant Information Between Well-Child Visits.
 - Venue: American Academy of Pediatrics National Conference & Date: September 2017 (Poster)