

AGREEMENT: **USBE240093RA**



RESEARCH DATA SHARING AGREEMENT

for External Data Sharing

UTAH STATE BOARD OF EDUCATION

REQUEST TYPE (select one of the following):

- Student PII
- Student-level de-identified data
- Unmasked aggregate student data

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) Office of Maternal Health, Data Resources Program, Principal Investigator, Michael Sanderson, M.S..

Michael Sanderson - DHHS - Office of Maternal and Child Health - Data Resources Program Director, Principle Investigator.

Name of Researcher #2

DHHS - Office of Maternal and Child Health - Data Resources Program.

Name of University, Organization, or Entity

195 North 1950 West

Address

Salt Lake City

Utah

84116

[**https://health.utah.gov/drp/**](https://health.utah.gov/drp/)

City

State

Zip

Website

msanderson@utah.gov

801.618.9666

Email

Phone

AGREEMENT PERIOD:

Effective Date:

09/02/2024

Termination Date:

09/02/2029

, unless terminated early or extended in accordance with the terms and conditions of this agreement.

Renewal Options, if any: _____

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		Michael Sanderson	DHHS - MCH Data Resources Program Director
	Signature	Date	Name
USBE		Sydney Dickson, Ed.D	State Superintendent of Public Instruction
	Signature	Date	Name
USBE CONTACT PERSON:	Name/Title: Phone/email:	Katy Challis, Director of Privacy, USBE 801-538-7894, katy.challis@schools.utah.gov	

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. **"Authorized Persons"** 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. **"Data"** includes Student Personally Identifiable Information and Educator Data, and may also include Confidential Information.
 - 1.4. **"Data Steward"** 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. **"Educator Data"** 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. Additionally, USBE represents that none of its Board members or staff shall be involved in the oversight or conducting of the research outlined in this agreement.

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 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, Contractor 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.
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.

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.
- 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 be 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 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 Developmental Screening and K-3 Outcomes

PURPOSE OF STUDY:

Provide a description of the study, including the reason the data is needed.

Early childhood programs strive to ensure young children are healthy and enter school ready to learn. Evidence-based developmental screening tools, such as the Ages and Stages Questionnaire (ASQ)®, are frequently implemented by early childhood programs to help providers and parents determine if children are reaching developmental milestones associated with their age, such as smiling for the first time or taking their first step.

ASQ screenings should be administered at different stages throughout a young child's life. There are ASQ screenings designed for children as young as 2 months of age all of the way through a child's fifth birthday.

When the results of an ASQ screening demonstrate a potential concern, best practice includes exploring the results with the child's parents, facilitating activities designed to improve the area(s) of concern and/or coordinating additional assessment and/or arranging for specialized services.

The purpose of this study is to assess and evaluate the effectiveness of the state's coordinated ASQ program. Participants include early childhood programs affiliated with the Department of Health and Human Services, the Department of Workforce Services, the Utah Head Start Association, the Utah State Board of Education, and Help Me Grow Utah.

DHHS has established a centralized ASQ data repository and serves as a data steward for the statewide, coordinated, ASQ program.

Parent disclosures and consents are standardized across all participating programs and allow for the release of data for research and program evaluation purposes.

DURATION:

Enter the estimated end date of the study. April 30, 2030

ADDITIONAL INFORMATION:

RESEARCH QUESTIONS:

List your research questions.

How do K-3 outcomes for cohorts of children that received more than one ASQ screening compare to cohorts of children that only received one ASQ screening?

For cohorts of children whose ASQ screening results were consistently “on track”, do these cohorts remain “on track” with regards to K-3 outcomes?

What are the K-3 outcomes for cohorts of children whose ASQ screening results were frequently in the “monitoring zone” range?

What are the K-3 outcomes for cohorts of children whose ASQ screening results were frequently in the “area(s) of concern” range?

VARIABLES OF INTEREST:

List specific variables.

Data variables of interest include:

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

DATA LINKAGE:

Provide detailed information on the Data being linked, the other sources of Data, and transparent and optional parental consent process. any additional constraints to protect the linked Data.

DHHS will only export ASQ data to USBE that has been released through a

The data securely exported to USBE will possess personally identifiable information (PII) for children that have received one or more ASQ screenings. PII is necessary for USBE to match records.

It is not necessary for USBE to export PII back to DHHS. Pseudo, numerical identifiers will be leveraged as a safer alternative to PII.

Sensitive data will be encrypted in transit and at rest. DHHS adheres to or exceeds the applicable National Institute of Standards and Technology (NIST) cybersecurity framework guidelines.

DHHS will own and accept responsibility and liability for the matched data sets and the related research outputs. All public reports and data summary documents will be de-identified, aggregated, and deploy disclosure avoidance techniques such as small cell size suppression.

ASQ parental disclosure and consent language is displayed below. Additional clarity regarding data sharing with USBE will be added if this agreement is approved by USBE; please refer to the text in red below. Note that the text in red is subject to feedback to ensure parents clearly understand the data sharing involved.

- I am the parent or legal guardian of this child and have the authority to make healthcare decisions for the child.
- I authorize my provider to share my child's developmental screening results with the Utah Department of Health and Human Services (DHHS) to facilitate developmental screening, research and data sharing among early care and education providers to improve children's early intervention services and school readiness outcomes. If I choose to select "No" to data sharing, my information will only be shared electronically with the provider who supplied me with this link.
- The information collected, along with additional information obtained from other sources, such as the child's school data through third grade from the Utah State Board of Education (USBE), will be used by authorized researchers and health and early childcare providers to improve child well-being and school readiness. This information supports early identification and collaboration with physicians, childcare providers, educators, home visitors, researchers, and community service providers through a secure data exchange facilitated by DHHS. I understand and agree that releasing my child's developmental screening results through a secure data exchange is intended to increase support from early care and education professionals that serve my child.
- I understand that signing this authorization is voluntary.
- The authorization will expire upon the child's 18th birthday. I may revoke this authorization at any time. I understand that the revocation does not apply to any action that has taken place prior to the date I revoke this authorization.

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 evaluation will be deidentified and aggregated descriptive reports that display K-3 outcomes for children that received ASQ developmental screening services in early childhood. The reports will be shared directly with DHHS, DWS, Head Start, Help Me Grow and USBE agency, division, and program leadership.

DHHS will also explore the possibility of providing a research summary document to participating parents once the project is complete.

OUTPUT DELIVERY DATE:

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

Annual data summary reports will be provided no later than 6 months after the linked data sets are received by DHHS.

The final research report will be provided no less than six months after the 2028/2029 school year linked data sets have been received.

DATA:

DATA REQUESTED:

List the data requested. Add additional rows as needed.

Data (Data and other information requested)
For record linking purposes, DHHS will share the following personally identifiable information with USBE :
<ul style="list-style-type: none">• DHHS System Person Identifier (SPID) - a unique identifier that is associated with an identity.• USBE Student Statewide Identifier (SSID); as made available by USBE for repeated record linking purposes.• Child First Name• Child Middle Initial• Child Last Name• Child Sex• Child Date of Birth
For record linking purposes, USBE will share the following numerical <i>pseudo identifiers</i> with DHHS :
<ul style="list-style-type: none">• DHHS SPID• USBE SSID
DHHS requests the record level metrics listed below, as available, in order to engage in ASQ and K-3 outcome research analysis. DHHS is amenable to suggested revisions.
SY 2024-2025, the matched data will include the results of the <i>PEEP or its substitute/Equivalent</i> .
SY 2025-2026, the matched data will include the results of the <i>PEEP or its substitute/Equivalent</i> .
SY 2026-2027, the matched data will include the results of the <i>PEEP or its substitute/Equivalent</i> .
SY 2027-2028, the matched data will include the results of the <i>PEEP or its substitute/Equivalent</i> .
SY 2028-2029, the matched data will include the results of the <i>PEEP or its substitute/Equivalent</i> .
SY 2024-2025, the matched data will include the results of the <i>KEEP or its substitute/Equivalent</i> .
SY 2025-2026, the matched data will include the results of the <i>KEEP or its substitute/Equivalent</i> .
SY 2026-2027, the matched data will include the results of the <i>KEEP or its substitute/Equivalent</i> .
SY 2027-2028, the matched data will include the results of the <i>KEEP or its substitute/Equivalent</i> .
SY 2028-2029, the matched data will include the results of the <i>KEEP or its substitute/Equivalent</i> .

SY 2024-2025, the matched data will include the data field: <i>IsChronicallyAbsent (yes/no)</i> for prekindergarten through third grade.
SY 2025-2026, the matched data will include the data field: <i>IsChronicallyAbsent (yes/no)</i> for prekindergarten through third grade.
SY 2026-2027, the matched data will include the data field: <i>IsChronicallyAbsent (yes/no)</i> for prekindergarten through third grade.
SY 2027-2028, the matched data will include the data field: <i>IsChronicallyAbsent (yes/no)</i> for prekindergarten through third grade.
SY 2028-2029, the matched data will include the data field: <i>IsChronicallyAbsent (yes/no)</i> for prekindergarten through third grade.
SY 2024-2025, the matched data will include <i>summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.</i>
SY 2025-2026, the matched data will include <i>summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.</i>
SY 2026-2027, the matched data will include <i>summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.</i>
SY 2027-2028, the matched data will include <i>summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.</i>
SY 2028-2029, the matched data will include <i>summary results for kindergarten through third grade assessment of language, literacy and numeracy, such as Acadience and RISE proficiency and composite scores.</i>
SY 2024-2025, the matched data will include the following <i>SCRAM profile indicators: aggregate membership, entry date, exit date, exit reason, disability type, time, regular percent, environment, and is one percent.</i>
SY 2025-2026, the matched data will include the following <i>SCRAM profile indicators: aggregate membership, entry date, exit date, exit reason, disability type, time, regular percent, environment, and is one percent.</i>
SY 2026-2027, the matched data will include the following <i>SCRAM profile indicators: aggregate membership, entry date, exit date, exit reason, disability type, time, regular percent, environment, and is one percent.</i>
SY 2027-2028, the matched data will include the following <i>SCRAM profile indicators: aggregate membership, entry date, exit date, exit reason, disability type, time, regular percent, environment, and is one percent.</i>
SY 2028-2029, the matched data will include the following <i>SCRAM profile indicators: aggregate membership, entry date, exit date, exit reason, disability type, time, regular percent, environment, and is one percent.</i>
SY 2024-2025, the matched data will include indicators if the student was/is an <i>English language learner.</i>
SY 2025-2026, the matched data will include indicators if the student was/is an <i>English language learner.</i>
SY 2026-2027, the matched data will include indicators if the student was/is an <i>English language learner.</i>
SY 2027-2028, the matched data will include indicators if the student was/is an <i>English language learner.</i>
SY 2028-2029, the matched data will include indicators if the student was/is an <i>English language learner.</i>
SY 2024-2025, the matched data will include indicators if the student was/is <i>eligible for free or reduced meals.</i>

SY 2025-2026, the matched data will include indicators if the student was/is **eligible for free or reduced meals**.

SY 2026-2027, the matched data will include indicators if the student was/is **eligible for free or reduced meals**.

SY 2027-2028, the matched data will include indicators if the student was/is **eligible for free or reduced meals**.

SY 2028-2029, the matched data will include indicators if the student was/is **eligible for free or reduced meals**.

SY 2024-2025, the matched data will include the **zip code(s) of the school(s) attended**.

SY 2025-2026, the matched data will include the **zip code(s) of the school(s) attended**.

SY 2026-2027, the matched data will include the **zip code(s) of the school(s) attended**.

SY 2027-2028, the matched data will include the **zip code(s) of the school(s) attended**.

SY 2028-2029, the matched data will include the **zip code(s) of the school(s) attended**.

DELIVERY:

Desired delivery date:

Summer/fall of 2025 for the 2024/2025 school year and then annually as the data becomes available.

Delivery method:

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:		DHHS Data Systems and Evaluation - Office of Informatics Director
	Authorized Persons:	Huaizhong Pan	Senior Health Informaticist
		Rey Blackburn	Data Analyst
		Monica Aguilera	Research Consultant
RESEARCHER #2	Data Steward:	Michael Sanderson	DHHS -Maternal and Child Health - Data Resources Program Director
	Authorized Persons:	Robert Satterfield	MCH/DRP Epidemiologist
USBE	Data Steward:	Data Specialist Staff Member	Data Specialist

Title: USBE240093RA - DHHS Early Childhood Screening Research Sharing Agreement (RSA)

Draft #: 2

Date Drafted: July 22, 2024

	TBD	
Data Quality Manager:	Aaron Brough	Director of Data and Statistics

DRAFT

Title: USBE240093RA - DHHS Early Childhood Screening Research Sharing Agreement (RSA)

Draft #: 2

Date Drafted: July 22, 2024

ATTACHMENT C
CURRICULUM VITAE

See following pages

DRAFT

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, Dominiani 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
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PROFESSIONAL ASSOCIATIONS

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