



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

Lori A. Shabinette
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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October 10, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Sole Source** contract with Chapin Hall Center For Children (VC#168678), Chicago, IL, in the amount of \$336,120 to provide support and consultation to the Department in support of the delivery of high-quality services to children, youth, and families, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2024. 100% General Funds.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-42-421010-2958000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS
DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	645-504004	GF FOR ADMIN	TBD	\$163,191
2024	N/A	N/A	TBD	\$0
			Subtotal	\$163,191

**05-95-42-421010-3221000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS
DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, BUR EVAL ANALYSIS &
REPORTING**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	N/A	N/A	N/A	\$0
2024	102-500734	Contracts for Prog Svc	TBD	\$172,929
			Subtotal	\$172,929
			Total	\$336,120

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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EXPLANATION

This request is **Sole Source** because the Contractor is uniquely qualified to provide maintenance and support, because as a national leader in child welfare research, they are exclusively able to provide public agencies with the data analytics support required to fulfill federal and state reporting requirements aimed to ensure child safety and well-being.

The purpose of this request is to provide support and consultation to the Department in support of the delivery of high-quality services to children, youth, and families. The Contractor will provide data analytic work that is delivered through consultation, close collaboration, and presentation that engages stakeholders. The Contractor will support the Department in sustaining data and analytic capacities.

The Contractor will provide assistance to the Department to ensure seamless reporting of federal child welfare indicators, develop data reporting strategies for continuous quality improvement, assist in the planning and transition of existing queries, support the professional development and capacity building of the DCYF analytics data team, and inform Comprehensive Child Welfare Information System (CCWIS) development to reflect data collection and reporting needs to meet state and/or federal compliance and Department Business Intelligence requirements. Additionally, the Contractor will provide assistance in collaboration with the Department to:

- Collect, analyze and create a data visualization for and produce the Department's public DCYF annual Data Book(s) with the FY 2022 book completed by the end of calendar year 2022. The Contractor agrees and understands the annual DCYF Data Book must contain aggregate data only;
- Review racial disparity to develop solutions to promote racial equity for families
- Support analytics capacity building for the DCYF data team; and
- Support the transition of existing queries in support of transitioning from Microsoft Access to the Department's Tableau and from Statewide Automated Child Welfare Information System (SACWIS) to Comprehensive Child Welfare Information System (CCWIS).

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.1. of the attached agreement, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request the Department will not be able to fulfill federal and state reporting requirements aimed to ensure child safety and well-being.

Respectfully submitted,



Lori A. Shibinette
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
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Denis Goulet
Commissioner

October 13, 2022

Lori Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
29 Hazen Drive
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with Chapin Hill Center for Children, as described below and referenced as DoIT No. 2022-088.

The purpose of this request is enter into a SS Contract with Chapin Hill Center for Children to provide support and consultation to the Department in support of the delivery of high-quality services to children, youth, and families. The Contractor will provide data analytic work that is delivered through consultation, close collaboration, and presentation that engages stakeholders. The Contractor will support the Department in sustaining data and analytic capacities.

The price limitation will be \$336,120, effective upon Governor and Executive Council approval through June 30, 2024, with the option to renew for up to four (4) additional years.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2022-088

cc: Mike Williams, IT Manager

Subject: Data Analytics Support SS-2022-DCYF-05-DATAA-01

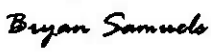

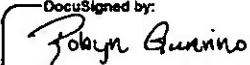
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Chapin Hall Center For Children		1.4 Contractor Address 1313 E 60th Street Chicago, IL 60637	
1.5 Contractor Phone Number (773) 256 - 5100	1.6 Account Number 05-95-42-421010-2958 05-95-42-421010-3221	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$336,120
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 10/12/2022		1.12 Name and Title of Contractor Signatory Bryan Samuels Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 10/18/2022		1.14 Name and Title of State Agency Signatory Joseph E. Ribsam, Jr. Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/18/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials

Date 10/12/2022

BS

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Data Analytics Support**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance. Failure to enter into Business Associate Agreements with its subcontractors that create or receive PHI on behalf of the Department through this Agreement, and failure to comply with the implementation specifications for such agreements is a direct HIPAA violation by the Contractor.

**New Hampshire Department of Health and Human Services
Data Analytics Support**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.
- 1.2. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8AM to 4PM.
- 1.3. The Contractor must provide support and consultation for Confidential Data collection, management, and analytic activities to the Department in support of the delivery of high-quality services to children, youth, and families.
- 1.4. The Contractor must provide support to augment existing data analytic capacity internal to the Department.
- 1.5. The Contractor must provide data analytic work that is delivered through consultation, close collaboration, and presentation that engages stakeholders in all aspects of the work which includes but is not limited to:
 - 1.5.1. Formulating questions to guide research inquiry.
 - 1.5.2. Obtaining feedback on the targets and metrics for reporting.
 - 1.5.3. Understanding the continuous quality improvement (CQI) needs and information channels that can be enhanced with rigorous data analyses.
 - 1.5.4. Making meaning and interpreting data analytic findings.
- 1.6. The Contractor must provide assistance in collaboration with the Department to:
 - 1.6.1. Collect, analyze and create a data visualization for and produce the Department's public DCYF annual Data Book(s) with the FY 2022 book completed by the end of calendar year 2022. The Contractor agrees and understands the annual DCYF Data Book must contain aggregate data only;
 - 1.6.2. Review racial disparity to develop solutions to promote racial equity for families;
 - 1.6.3. Support analytics capacity building for the DCYF data team; and
 - 1.6.4. Support the transition of existing queries in support of transitioning from Microsoft Access to the Department's Tableau and from Statewide Automated Child Welfare Information System (SACWIS) to Comprehensive Child Welfare Information System (CCWIS).
- 1.7. The Contractor must provide assistance to the Department to:
 - 1.7.1. Ensure seamless reporting of federal child welfare indicators (e.g. CFSR);

**New Hampshire Department of Health and Human Services
Data Analytics Support**

EXHIBIT B

- 1.7.2. Develop data reporting strategies for continuous quality improvement (CQI);
 - 1.7.3. Develop solutions to promote racial equity for families;
 - 1.7.4. Assist in the planning and transition of existing queries from Microsoft Access to Tableau and/or from SACWIS to CCWIS;
 - 1.7.5. Support the professional development and capacity building of the DCYF analytics data team; and
 - 1.7.6. Inform CCWIS development to reflect data collection and reporting needs to meet state and/or federal compliance and Department Business Intelligence requirements.
- 1.8. The Contractor must be provided access to the Department systems, applications, and Confidential Data including but not limited to:
- 1.8.1. ETL (Extract, Transform, Load) Experience.
 - 1.8.2. Informatica to collect data.
 - 1.8.3. Enterprise Business Intelligence and Enterprise Data Warehouse for accessing DCYF program area Confidential Data.
- 1.9. The Contractor must be provided access for data calculation utilizing the following Department applications, tools and software, including but not limited to:
- 1.9.1. Python.
 - 1.9.2. R-Studio.
 - 1.9.3. Anaconda.
 - 1.9.4. Oracle/SQL.
 - 1.9.5. Jupyter Notebooks.
 - 1.9.6. Microsoft Access.
 - 1.9.7. Tableau for visualization.
- 1.10. The Contractor must provide and complete services in three (3) phases.
- 1.11. **Phase One – Planning and Data Infrastructure Building**
- 1.11.1. The Contractor must gain familiarity with the Department's existing data holding sit is authorized to access, in order to understand the data available to monitor processes and outcomes. The Contractor must document processes to Department staff prior to the completion date of the Agreement.
 - 1.11.2. The Contractor must provide analytic guidance and support the FY 2022 DCYF Data Book.

**New Hampshire Department of Health and Human Services
Data Analytics Support**

EXHIBIT B

- 1.11.3. The Contractor must review findings generated in the FY 2022 DCYF Data Book in conjunction with performance on the Child and Family Services Review (CFSR) data indicators in support of assisting the agency in federal reporting for the Statewide Assessment.
- 1.11.4. The Contractor must provide guidance on development of race equity measures to identify disproportionality and disparities at key decision points contributing to inequities.
- 1.11.5. The Contractor must take direction from the Department to identify a set of priorities, activities and tasks.

1.12. Phase Two – Data Analysis Capacity Building

- 1.12.1. The Contractor must work to support capacity building for the Department's DCYF Analytics Data Team. This will include but is not limited to:
 - 1.12.1.1. Support in fulfilling federal reporting requirements.
 - 1.12.1.2. Support for strategic implementation of a CQI strategy to assess progress in performance and achieving equitable outcomes for children and families.
- 1.12.2. The Contractor must provide guidance in the design, development, and dissemination of actionable data reports.
- 1.12.3. The Contractor must work on identified priorities in collaboration with Department staff for three (3) to five (5) analytic projects per year which include but are not limited to:
 - 1.12.3.1. Gap analysis.
 - 1.12.3.2. Race equity review.
- 1.12.4. Identified priorities include but are not limited to:
 - 1.12.4.1. Data extraction;
 - 1.12.4.2. Analysis;
 - 1.12.4.3. Reporting;
 - 1.12.4.4. Ongoing consultation on data analytics; and
 - 1.12.4.5. Data management questions as they arise.

1.13. Phase Three – Promoting Sustainability

- 1.13.1. The Contractor must support the Department in sustaining data and analytic capacities that have been developed in Phases I and II.
- 1.13.2. The Contractor must support the transition from existing Access Data Bases to Tableau. This shall include but is not limited to:

**New Hampshire Department of Health and Human Services
Data Analytics Support**

EXHIBIT B.

- 1.13.2.1. Pulling from SQL/front end for reporting
- 1.13.2.2. Support in doing the work, and/or help support in organizing the work amidst day-to-day business needs, and
- 1.13.2.3. Providing guidance on CCWIS development to reflect data collection and reporting needs.
- 1.13.3. The Contractor must provide guidance on developing strategies to manage provider contracts based on performance.
- 1.13.4. The Contractor must complete elements of Phase Three throughout the Agreement term by identifying the people, processes, and systems that will be needed to support ongoing continuous quality improvement (CQI) work. This includes but is not limited to:
 - 1.13.4.1. Consultation to CCWIS development;
 - 1.13.4.2. Report design; and
 - 1.13.4.3. Support for the installation of new processes to promote awareness and application of actionable evidence.
- 1.14. Reporting
 - 1.14.1. The Contractor must submit quarterly reports to the Department outlining initial and ongoing updates to project plans as described above.
 - 1.14.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.15. Performance Measures
 - 1.15.1. The Department will monitor Contractor performance by achievement of the project deliverables for each project phase.
 - 1.15.2. The Contractor must actively and regularly collaborate with the Department to enhance contract management, and improve results.

2. Exhibits Incorporated

- 2.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security

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EXHIBIT B

Requirements.

- 2.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

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

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

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

- 3.2.3.1. Brochures.
- 3.2.3.2. Resource directories.
- 3.2.3.3. Protocols or guidelines.
- 3.2.3.4. Posters.
- 3.2.3.5. Reports.

- 3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:

- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received

**New Hampshire Department of Health and Human Services
Data Analytics Support**

EXHIBIT B

or collected by the Contractor.

- 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

5. Background Checks and Reference Screening

- 5.1. The Contractor must conduct criminal background checks, at its own expense, and not utilize any staff, including subcontractors, to fulfill the obligations of the Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty.
- 5.2. Contractor agrees it will initiate a criminal background check re- investigation of all workforce assigned to this Agreement every five years. The five-year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its subcontractors.
- 5.3. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's workforce (employees, subcontractors, volunteers, interns) Contractor workforce must not be permitted to handle, access, view, store or discuss Confidential Data until the State receives a background check attestation from the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility

**New Hampshire Department of Health and Human Services
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EXHIBIT B

requirements, eligible to participate in work associated with this Agreement.

- 5.4. The State may, at its sole expense, conduct reference screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Agreement.

6. Privacy Impact Assessment

- 6.1. Upon request, the Contractor must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 6.1.1. How PII is gathered and stored;
- 6.1.2. Who will have access to PII;
- 6.1.3. How PII will be used in the system;
- 6.1.4. How individual consent will be achieved and revoked; and
- 6.1.5. Privacy practices.

- 6.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

7. State Owned Devices, Systems and Network Usage

- 7.1. If the Contractor's workforce or its subcontractor's workforce is authorized by the Department's Information Security Office to access the State's network or system, and/or use a State issued device (e.g. computer, iPad, cell phone) in the fulfillment of this Agreement, the Contractor must:
- 7.1.1. Sign and abide by applicable Department and NH Department of Information Technology (DOIT) use agreements, policies, standards, procedures, guidelines, and applicable trainings as required;
 - 7.1.2. Use the information solely for conducting official Department business;
 - 7.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 7.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other

**New Hampshire Department of Health and Human Services
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EXHIBIT B

agreement executed by the state. Only equipment or software owned, licensed, or being evaluated by the State can be used by the Contractor. Non-standard software must not be installed on any equipment unless authorized by the Department's Information Security Office;

7.1.5. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems."

7.1.6. Agree that use of email must follow Department and DoIT standard policies, standards, and/or guidelines; and

7.2. When utilizing the Department's email system, the Contractor must:

7.2.1. Only use a state email address assigned to them with a "@ affiliate.DHHS.NH.Gov". If a "@ DHHS.NH.GOV" is assigned to the Contractor they will not use it and report the incorrect email assignment to the DoIT Help Desk.

7.2.2. Include in the signature lines information identifying the contractor as a non-state employee; and

7.2.3. Ensure each email contains the following embedded confidentiality notice:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

7.3. The State internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy. At no time should the State's internet be used for personal use or used by the Contractor without written approval by the Department's Information Security Office.

7.4. All workforce members of the Contractor or its Subcontractors with a workspace in a Department building and/or facility must sign the Department's Business Use and Confidentiality Agreement upon execution of the Agreement and annually until contract end.

8. Contract End-of-Life Transition Services

8.1. If applicable, upon termination or expiration of the Agreement, the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the services from the Contractor to the Department and, if applicable, the Vendor

**New Hampshire Department of Health and Human Services
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EXHIBIT B

engaged by the Department to assume the services previously performed by the Contractor for this section the new vendor shall be known as "Recipient"). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the Agreement or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 8.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and their Affiliates to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of the Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this Agreement said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.
- 8.4. The internal planning of the Transition Services by the Contractor and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 8.5. Should the data Transition extend beyond the end of the Agreement, the Contractor and its affiliates agree Contract Information Security Requirements, and if applicable, the Department's Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and the Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

**New Hampshire Department of Health and Human Services
Data Analytics Support**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, not to exceed the amount specified in Form P-37 General Provisions, Block 1.8, Price Limitation.
3. The Contractor shall submit an invoice with supporting documentation to the Department no later than forty-five (45) days after the conclusion of the month in which the services were provided. The Contractor shall ensure each invoice:
 - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 3.4. Includes supporting documentation, as requested, of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
4. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties without

**New Hampshire Department of Health and Human Services
Data Analytics Support**

EXHIBIT C

obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

7.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

7.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Chapin Hall

10/12/2022

Date

DocuSigned by:

Bryan Samuels

Name: Bryan Samuels

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

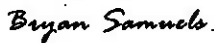
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name: Chapin Hall

10/12/2022

Date

DocuSigned by:

 Name: Bryan Samuels
 Title: Executive Director

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Vendor Initials

Date 10/12/2022

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



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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Chapin Hall

10/12/2022

Date

DocuSigned by:
Bryan Samuels
Name: Bryan Samuels
Title: Executive Director

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

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Chapin Hall

10/12/2022

Date

DocuSigned by:

Bryan Samuels

Name: Bryan Samuels

Title: Executive Director

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Chapin Hall

10/12/2022

Date

DocuSigned by:
Bryan Samuels
Name: Bryan Samuels
Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

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10/12/2022
 Date _____



New Hampshire Department of Health and Human Services

Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Contractor Initials BSDate 10/12/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving ^{BS}PHI _{BS}

New Hampshire Department of Health and Human Services



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Contractor Initials

BS

10/12/2022
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials BS

Date 10/12/2022



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

Chapin Hall

The State by:

Name of the Contractor

Joseph E. Ribsam, Jr.

Bryan Samuels

Signature of Authorized Representative

Signature of Authorized Representative

Joseph E. Ribsam, Jr.

Bryan Samuels

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

10/18/2022

10/12/2022

Date

Date

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New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name: Chapin Hall

10/12/2022

Date

DocuSigned by:

Bryan Samuels

Name: Bryan Samuels

Title: Executive Director

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New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The UEI (SAM.gov) number for your entity is: UG27HYB2ALN4
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO YES

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

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

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

 NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CHAPIN HALL CENTER FOR CHILDREN is a Illinois Nonprofit Corporation registered to transact business in New Hampshire on August 09, 2006. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 562332

Certificate Number: 0005881547



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of October A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joanne Pearlman, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Chapin Hall Center for Children.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 16, 2013, at which a quorum of the Directors/shareholders were present and voting.
(Date)


VOTED: That Bryan Samuels, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Chapin Hall Center for Children to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: October 17, 2022



Signature of Elected Officer
Name: Joanne Pearlman
Title: Director of Financial Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/20/2022

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

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

PRODUCER Tave Risk Management 311 S. Wacker Dr, Suite 4525 Chicago IL 60606	CONTACT NAME: Tave Risk Management PHONE (A/C, No, Ext): 847-267-0415 FAX (A/C, No): 847-267-0478 E-MAIL ADDRESS: taveriskmanagement@tavern.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
INSURER B: Property and Casualty Ins Co of Hartford	34690
INSURER C: Twin City Fire Insurance Company	29459
INSURER D: Palomar Excess and Surplus Insurance Company	16754
INSURER E:	
INSURER F:	

INSURED
 Chapin Hall Center for Children
 1313 E 60th St
 Chicago IL 60637

COVERAGES **CERTIFICATE NUMBER: 1742790248** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK2418130	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ \$1M/\$1M
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2418130	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			PHUB816058	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	DED RETENTIONS \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	83 WE BR1215	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 10,000,000
C A D	Professional Liability Fiduciary Cyber			83 PG 0296911-22 PHSD1725168 PLM-CB-SYIF90VIF	7/1/2022 7/1/2022 2/1/2022	7/1/2023 7/1/2023 2/1/2023	Professional Limit \$1M/\$2M Fiduciary Limit 2,000,000 Cyber Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *General Liability includes Abusive Conduct Liability
 **Directors & Officers, Employment Practices, Crime - Policy #PHSD1725168 - Carrier: Philadelphia Indemnity Insurance Company
 Crime Limit: \$1,000,000
 D&O Limit: \$2,000,000
 EPLI Limit: \$2,000,000
 D&O/EPLI/Fiduciary Aggregate: \$6,000,000

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Chapin Hall Mission Statement

Chapin Hall at the University of Chicago has, since its inception in 1985 as a research and policy center, focused on a mission of improving the well-being of children and youth, families, and their communities.

Chapin Hall Center for Children

Financial Report
June 30, 2021

Chapin Hall Center for Children

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9th floor
Chicago, IL 60608
Tel: 312.207.1040
Fax: 312.207.1068
plantemoran.com

Independent Auditor's Report

To the Board of Directors
Chapin Hall Center for Children

Report on the Financial Statements

We have audited the accompanying financial statements of Chapin Hall Center for Children (Chapin Hall), which comprise the statement of financial position as of June 30, 2021 and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Chapin Hall Center for Children as of June 30, 2021 and the changes in its net assets, functional expenses, and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

As described in Note 3 to the financial statements, Chapin Hall Center for Children adopted the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*.

As described in Note 17 to the financial statements, the beginning of year net assets have been restated related to the implementation of ASU No. 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received*, as well as in-kind rent received that was not previously recorded.

To the Board of Directors
Chapin Hall Center for Children

As described in Note 5 to the financial statements, the financial statements include investments valued at approximately \$36 million (100 percent of total investments) at June 30, 2021 whose fair values do not have a readily determined fair value. Management's estimates are based on information provided by the investment manager.

Our opinion is not modified with respect to these matters.

Other Matter

Report on Prior Year Financial Statements and Restatement

The financial statements of Chapin Hall Center for Children as of June 30, 2020 were audited by other auditors, whose report dated December 16, 2020 expressed an unqualified opinion on those statements prior to the restatement described in Note 17.

As part of our audit of the 2021 financial statements, we also audited the adjustments described in Note 17 that were applied to restate the 2020 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2020 financial statements of Chapin Hall other than with respect to the adjustments, and, accordingly, we do not express an opinion or any other form of assurance on the 2020 financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 17, 2021 on our consideration of Chapin Hall Center for Children's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Chapin Hall Center for Children's internal control over financial reporting and compliance.

Plante & Moran, PLLC

December 17, 2021

Chapin Hall Center for Children**Statement of Financial Position**

June 30, 2021

Assets	
Cash and cash equivalents	\$ 9,136,353
Restricted cash - Held by the University of Chicago	2,578,595
Investments (Note 4)	36,145,961
Receivables - Net of allowances:	
Contracts and other receivables	3,772,699
Contributions and grants receivable (Note 6)	4,983,128
Total receivables - Net of allowances	8,755,827
Investments held for deferred compensation	673,460
Prepaid expenses and other assets	150,949
Property and equipment - Net (Note 7)	1,045,798
Total assets	<u>\$ 58,486,943</u>
Liabilities and Net Assets	
Liabilities	
Accounts payable and accrued liabilities	\$ 2,212,047
Deferred revenue	378,690
Paycheck Protection Program loan (Note 10)	2,321,800
Deferred compensation	673,460
Bonds payable (Note 8)	1,400,000
Interest rate swap liability	77,500
Total liabilities	7,063,497
Net Assets	
Without donor restrictions:	
Undesignated - Available for operating activities	18,936,022
Board-designated endowment (Notes 11 and 12)	17,802,198
Designated by the board of directors for specific purpose (Note 11)	2,206,670
Total without donor restrictions	38,944,890
With donor restrictions (Note 11)	12,478,556
Total net assets	51,423,446
Total liabilities and net assets	<u>\$ 58,486,943</u>

Chapin Hall Center for Children**Statement of Activities and Changes in Net Assets**

Year Ended June 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Revenue, Gains, and Other Support			
Contract revenue	\$ 11,862,384	\$ -	\$ 11,862,384
Contributions and grants	3,987,247	4,735,737	8,722,984
Allocation from investments - Net	1,453,583	-	1,453,583
Rental income	435,395	-	435,395
Net assets released from restrictions	2,853,022	(2,853,022)	-
Total revenue, gains, and other support	20,591,631	1,882,715	22,474,346
Expenses			
Research, grants, and contracts	12,658,187	-	12,658,187
General and administrative	6,287,561	-	6,287,561
Total expenses	18,945,748	-	18,945,748
Increase in Net Assets - Before nonoperating income	1,645,883	1,882,715	3,528,598
Nonoperating Income (Expense)			
Return on investments - Net	8,199,298	1,319,997	9,519,295
Change in fair value of interest rate swap	54,026	-	54,026
Annual appropriation to operations	(133,586)	(1,319,997)	(1,453,583)
Total nonoperating income	8,119,738	-	8,119,738
Increase in Net Assets	9,765,621	1,882,715	11,648,336
Net Assets - Beginning of year (as restated)	29,179,269	10,595,841	39,775,110
Net Assets - End of year	\$ 38,944,890	\$ 12,478,556	\$ 51,423,446

Chapin Hall Center for Children**Statement of Functional Expenses****Year Ended June 30, 2021**

	Research, Grants, and Contracts	General and Administrative	Total
Salaries	\$ 8,121,808	\$ 3,773,438	\$ 11,895,246
Fringe benefits and payroll taxes	2,231,300	932,272	3,163,572
Total payroll and related expenses	10,353,108	4,705,710	15,058,818
Professional fees and outside services	808,823	534,686	1,343,509
Building occupancy	828,835	549,687	1,378,522
Computer and office supplies	156,461	70,996	227,457
Interest	-	82,375	82,375
Accounting and audit fees	-	114,680	114,680
Subscriptions	57,310	12,395	69,705
Awards and grants	160,000	-	160,000
Depreciation of building and equipment	213,740	127,691	341,431
Other	79,910	89,341	169,251
Total	2,305,079	1,581,851	3,886,930
Total functional expenses	<u>\$ 12,658,187</u>	<u>\$ 6,287,561</u>	<u>\$ 18,945,748</u>

Chapin Hall Center for Children**Statement of Cash Flows**

Year Ended June 30, 2021

Cash Flows from Operating Activities

Increase in net assets	\$ 11,648,336
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation	341,431
Change in value of interest rate swap	(54,026)
In-kind rent	(2,443,000)
Realized and unrealized gain on investments	(9,431,644)
Changes in operating assets and liabilities that provided (used) cash and cash equivalents:	
Grants, contracts, and other receivables	1,498,148
Contributions receivable	1,284,872
Prepaid expenses	37,493
Accounts payable and accrued liabilities	248,927
Deferred revenue	<u>(1,159,832)</u>

Net cash and cash equivalents provided by operating activities 1,970,705

Cash Flows from Investing Activities

Purchases of property and equipment	(138,138)
Proceeds from sales of investments	<u>1,365,930</u>

Net cash and cash equivalents provided by investing activities 1,227,792

Cash Flows Used in Financing Activities - Payments on mortgage payable

(350,000)

Net Increase in Cash and Cash Equivalents

2,848,497

Cash and Cash Equivalents - Beginning of year

8,866,451

Cash and Cash Equivalents - End of year

\$ 11,714,948

Classification of Cash and Cash Equivalents

Cash and cash equivalents	\$ 9,136,353
Held by the University of Chicago	<u>2,578,595</u>

Total cash and cash equivalents \$ 11,714,948

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2021

Note 1 - Nature of Business

Chapin Hall Center for Children (Chapin Hall) is an Illinois not-for-profit corporation that conducts research on, and demonstrates possible solutions to, children's issues. Income from Chapin Hall's investments, project grants, and contracts from governmental and private sources and other revenue fund these projects.

In July 2013, Chapin Hall became operationally separate from the University of Chicago (the "University"). Chapin Hall, although still formally affiliated with the University through its affiliation agreement, became responsible for all accounting, employment, and grants and contracts activity. Chapin Hall's endowment continues to be managed by the University. The University appoints the majority of Chapin Hall's board members.

Note 2 - Significant Accounting Policies

Basis of Presentation

The financial statements of Chapin Hall have been prepared on the basis of generally accepted accounting principles (GAAP). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements. Actual results could differ from those estimates.

Classification of Net Assets

Net assets of Chapin Hall are classified based on the presence or absence of donor-imposed restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions or for which the donor-imposed restrictions have expired or been fulfilled. Net assets in this category may be expended for any purpose in performing the primary objectives of Chapin Hall.

The board of directors has designated certain funds as a board-designated endowment, which include funds for research and their related income and appreciation.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of Chapin Hall or by the passage of time. Other donor restrictions are perpetual in nature, where the donor has stipulated the funds be maintained in perpetuity.

Earnings, gains, and losses on donor-restricted net assets are classified as net assets without donor restrictions unless specifically restricted by the donor or by applicable state law.

Use of Estimates

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

Cash Equivalents

For the purpose of the accompanying financial statements, Chapin Hall considers all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents. The carrying amount reported in the statement of financial position for cash and cash equivalents approximates fair value due to the short-term nature of these investments.

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2021

Note 2 - Significant Accounting Policies (Continued)

Investments

Investments are carried at estimated fair value, and unrealized gains and losses are reflected in the statement of activities and changes in net assets. See Note 4 for methods and assumptions used by Chapin Hall in estimating fair value of the investments.

Property and Equipment

Property and equipment are recorded at cost. The straight-line method is used for computing depreciation and amortization. Assets are depreciated over their estimated useful lives. Costs of maintenance and repairs are charged to expense when incurred.

Contributions

Contributions of cash and other assets, including unconditional promises to give in the future, are reported as revenue when received, measured at fair value. Donor promises to give in the future are recorded at the present value of estimated future cash flows.

Contributions without donor-imposed restrictions and contributions with donor-imposed time or purpose restrictions that are met in the period in which the gift is received are both reported as contributions without donor restrictions.

Grant Revenue

Grant revenue received for grants is considered a nonexchange transaction and is recognized as the conditions of the grants have been met. Grant funding received in advance of conditions being met is recorded as deferred revenue. Deferred revenue related to grants and contributions is \$378,960 as of June 30, 2021.

Contracts, Contributions, Grants, and Other Receivables

Contributions receivable are composed primarily of billed and unbilled amounts due under various unconditional grants and in-kind rent that are expected to be received over several years. Chapin Hall recognizes an allowance for doubtful accounts in an amount equal to the estimated probable losses. No allowance was recorded for contributions receivable as of June 30, 2021.

Chapin Hall recognizes an allowance for doubtful accounts in an amount equal to the estimated probable losses. The allowance is based on an analysis of historical bad debt experience, current receivable aging, and expected future write-offs. The allowance for doubtful accounts as of June 30, 2021 was \$304,664.

Revenue Recognition

Chapin Hall derives its revenue primarily from grants, contracts, and contributions. The following revenue streams are included in the new revenue standard, Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*:

- 1) Fixed-fee contracts
- 2) Reimbursement contracts

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2021

Note 2 - Significant Accounting Policies (Continued)

Performance Obligations

The following explains the performance obligations related to each revenue stream under the new standard and how those are recognized:

Fixed-fee Contracts

Chapin Hall generates revenue from contracts with customers based on a fixed fee per project. Chapin Hall uses the cost-input method, whereby revenue is recognized on the basis of Chapin Hall's efforts or inputs to the satisfaction of a performance obligation, or the milestone output method, whereby those milestones depict Chapin Hall's performance toward satisfactorily completing the performance obligation. Prices are stated in the signed agreements. Amounts are billed periodically over the contract period. In instances where Chapin Hall collects cash prior to satisfying the performance obligation, a contract liability is recognized.

Reimbursement Contracts

Chapin Hall generates revenue from contracts with customers based on a reimbursement basis. Chapin Hall follows the right to invoice practical expedient whereby if Chapin Hall has a right to consideration from a customer in an amount that corresponds directly with the value to the customer of Chapin Hall's performance completed to date, revenue is recognized. Prices are stated in the signed agreements with the respective customers. Amounts are billed periodically over the contract period. In instances where Chapin Hall collects cash prior to satisfying the performance obligation, a contract liability is recognized.

Total contract liabilities were \$378,960 as of June 30, 2021. Total contract liabilities as of July 1, 2020 were \$3,009,363 prior to restatement and \$1,538,522 after restatement.

Functional Allocation of Expenses

Costs of providing the program and support services have been reported on a functional basis in the statement of functional expenses. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses required allocation on a reasonable basis that is consistently applied. Items included in total salaries and related expenses are based on efforts of personnel, while the remainder of expenses are based on square footage of space utilized, personnel, or other appropriate determination. Costs have been allocated between the various program and support services based on estimates determined by management. Although the methods of allocation used are considered appropriate, other methods could be used that would produce different amounts.

Chapin Hall has categorized expenses on a functional basis as follows:

Research Grants and Contracts - This includes research salaries and other direct and indirect costs allocable to grant and contract research projects. These expenses are primarily supported with grant and contract funds restricted to specific projects. In addition, the total expenses include internally funded research.

General and Administrative - This includes Chapin Hall administration, including but not limited to communications and public affairs, accounting staff, and other associated overhead expenses.

Income Taxes

Chapin Hall is a not-for-profit corporation and is exempt from tax under the provisions of Internal Revenue Code Section 501(c)(3).

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2021

Note 2 - Significant Accounting Policies (Continued)

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including December 17, 2021, which is the date the financial statements were available to be issued.

Upcoming Accounting Pronouncement

In September 2020, the Financial Accounting Standards Board (FASB) issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958), Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The ASU provides for additional disclosures to support clearer financial information about important noncash contributions charities and other not-for-profit organizations receive, known as gifts in kind (GIKs). Contributed nonfinancial assets will be reported by category within the financial statements, and there will be additional disclosures included for each category, including whether the nonfinancial assets were monetized or used during the reporting period, the policy for monetizing nonfinancial contributions, and description of the fair value techniques used to arrive at a fair value measurement. The new guidance will be effective for Chapin Hall's year ending June 30, 2022 and will be applied using the retrospective method.

Note 3 - Adoption of New Accounting Pronouncement

As of July 1, 2020, Chapin Hall adopted FASB ASU No. 2014-09, *Revenue from Contracts with Customers*. The ASU is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU also requires additional disclosure about the nature, amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. Chapin Hall adopted the new standard using the modified retrospective method to all contracts effective July 1, 2020 and is using a portfolio approach to group contracts with similar characteristics. Modified retrospective adoption requires entities to apply the standard retrospectively to the most current period presented in the financial statements, requiring the cumulative effect of the retrospective application as an adjustment to the opening balance of net assets at the date of initial application. Net assets as of July 1, 2020 have been adjusted by \$297,407. There was no significant impact on the amount of revenue recognized from contracts with customers for the year ended June 30, 2021 as a result of adopting the new guidance.

Note 4 - Fair Value Measurements

Accounting standards require certain assets and liabilities be reported at fair value in the financial statements and provide a framework for establishing that fair value. The framework for determining fair value is based on a hierarchy that prioritizes the inputs and valuation techniques used to measure fair value.

Fair values determined by Level 1 inputs use quoted prices in active markets for identical assets or liabilities that Chapin Hall has the ability to access.

Fair values determined by Level 2 inputs use other inputs that are observable, either directly or indirectly. These Level 2 inputs include quoted prices for similar assets and liabilities in active markets and other inputs, such as interest rates and yield curves, that are observable at commonly quoted intervals.

Level 3 inputs are unobservable inputs, including inputs that are available in situations where there is little, if any, market activity for the related asset or liability. These Level 3 fair value measurements are based primarily on management's own estimates using pricing models, discounted cash flow methodologies, or similar techniques taking into account the characteristics of the asset or liability.

Chapin Hall Center for Children**Notes to Financial Statements**

June 30, 2021

Note 4 - Fair Value Measurements (Continued)

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. Chapin Hall's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability.

Investments that are measured at fair value using net asset value per share (or its equivalent) as a practical expedient are not classified in the fair value hierarchy below.

The following table presents information about Chapin Hall's assets and liabilities measured at fair value on a recurring basis at June 30, 2021 and the valuation techniques used by Chapin Hall to determine those fair values:

	Assets and Liabilities Measured at Fair Value on a Recurring Basis at June 30, 2021			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance at June 30, 2021
Assets - Investments - Total Return Investment Pool (TRIP)	\$ -	\$ -	\$ 36,145,961	\$ 36,145,961
Liabilities - Interest rate swap	\$ -	\$ 77,500	\$ -	\$ 77,500

The TRIP investment is stated at fair value. See below in Note 5 for further description of the investment.

Changes in Level 3 assets measured at fair value on a recurring basis for the year ended June 30, 2021 are as follows:

	TRIP
Balance at July 1, 2020	\$ 28,080,247
Total realized gains	1,607,903
Total unrealized gains	6,457,811
Balance at June 30, 2021	\$ 36,145,961
Unrealized gains included in earnings related to investments still held as of reporting date	\$ 8,065,712

Note 5 - Investments

Chapin Hall invests in the University TRIP managed pool investment fund. The TRIP's investments in equity securities and debt securities are carried at fair value, based on quoted market prices. The TRIP's investments in alternative investments, such as absolute returns, private equities, and real assets, are valued at fair value based on valuations and other financial information provided by external investment managers. The valuations of the alternative investments involve estimates, appraisals, assumptions, and methods, which are reviewed by the University. Accordingly, the estimated fair values of the alternative investments may differ significantly from the values that would have been used had a ready market existed for these investments and differences could be material. TRIP investments are measured at fair value at \$36,145,961 as of June 30, 2021 using NAV per share (or its equivalent) as a practical expedient.

Chapin Hall Center for Children**Notes to Financial Statements**

June 30, 2021

Note 5 - Investments (Continued)

Chapin Hall may elect to redeem from the TRIP investments proceeds in excess of the TRIP distribution. This request shall be by notice in writing to the University no more than once each calendar quarter, unless the University otherwise agrees in writing. Any such redemption must be approved by at least nine members of the Chapin Hall board of directors. Chapin Hall must provide advance notice of its intention to redeem to the University, specifying the dollar amount of units to be redeemed, as follows:

- 90 days' notice for redemption of units having a value of less than \$10 million
- 180 days' notice for redemption of units having a value between \$10 million and \$35 million
- 270 days' notice for redemption of units having a value of \$35 million or more

Absolute return	23.64 %
Public equities	33.32
Private equity	22.97
Fixed income	5.17
Real estate	4.72
Natural resources	4.38
Private debt	4.02
Cash equivalents	1.78
Total	<u>100.00 %</u>

Return on investments consisted of unrealized and realized gains and losses and interest income as follows:

Realized gains	\$ 1,653,837
Unrealized gains	7,777,808
Interest and dividends	246,246
Management fees	<u>(158,596)</u>
Total return on investments - Net	<u>\$ 9,519,295</u>

The total return on investments has been reflected in the statement of activities as follows:

Allocation from investments	\$ 1,453,583
Balance of returns on investments	<u>8,065,712</u>
Net	<u>\$ 9,519,295</u>

The \$1,453,583 in 2021 transferred to operations above is the withdrawal from the TRIP fund based on the annual endowment calculation in Note 12. This amount is included as revenue for net assets without donor restrictions and as an offset to investment income in the balance of return on investments amount in the statement of activities and changes in net assets.

Note 6 - Contributions Receivable

Included in contributions receivable are unconditional promises to give and in-kind rent. They are due as follows:

	<u>Amounts Due In</u>	<u>Amounts</u>
2022	\$	2,540,128
2023		1,168,000
2024		850,000
2025		<u>425,000</u>
Total	\$	<u>4,983,128</u>

Chapin Hall Center for Children**Notes to Financial Statements**

June 30, 2021

Note 7 - Property and Equipment

Property and equipment are summarized as follows:

	Amount	Depreciable Life - Years
Building renovations (Note 8)	\$ 5,927,480	6-30
Furniture and fixtures	120,081	10
Computer equipment and software	915,730	3-5
Total cost	6,963,291	
Accumulated depreciation	5,917,493	
Net property and equipment	<u>\$ 1,045,798</u>	

Depreciation expense for June 30, 2021 was \$341,431.

Note 8 - Bonds Payable

In fiscal year 1995, Chapin Hall entered into a mortgage and security agreement with the Illinois Educational Facilities Authority (IEFA) for the renovation of the university property at 1313 East 60th Street. Proceeds for the mortgage totaled \$5,500,000.

In May 2003, Chapin Hall refinanced the loan through issuance of \$5,250,000 of bonds secured by a mortgage and security agreement with IEFA. During fiscal year 2004, the IEFA was consolidated into the Illinois Finance Authority. The new bonds are currently enhanced by a letter of credit with Fifth Third Bank, which extends until May 15, 2022. The bonds require Chapin Hall to comply with certain financial covenants. The balance due on bonds as of June 30, 2021 was \$1,400,000 with interest at a variable rate (see Note 9). The bond matures on July 1, 2024. In the event the letter of credit is used to pay down the bonds, the reimbursement agreement would then require Chapin Hall to repay the balance immediately upon payment by the bank.

Chapin Hall also has a \$2,500,000 line of credit available that matures on March 27, 2022. Interest is charged at the London Interbank Offered Rate (LIBOR) plus 1.85 percent. There were no borrowings on the line of credit at June 30, 2021.

The bonds are payable over 20 years and future fiscal year principal payments are as follows:

Years Ending	Amount
2022	\$ 350,000
2023	350,000
2024	350,000
2025	350,000
Total	<u>\$ 1,400,000</u>

Note 9 - Interest Rate Swap

Chapin Hall entered into the transaction evidenced by a letter agreement (the "Agreement") dated May 15, 2003. The Agreement effectively changes Chapin Hall's interest exposure on the outstanding principal balance from a variable rate on the outstanding bonds to a fixed rate, plus basis risk, of 3.95 percent based on the original notional amount of \$5,250,000, which is reduced over time upon repayment of the bonds. The average effective interest rate of the Agreement for the year ended June 30, 2021 was 4.17 percent. The Agreement terminates on July 1, 2024.

Chapin Hall Center for Children**Notes to Financial Statements**

June 30, 2021

Note 10 - Paycheck Protection Program Loan

In May 2020, Chapin Hall received a Paycheck Protection Program (PPP) loan in the amount of \$2,321,800. Chapin Hall may use the funds on qualifying expenses over a covered period of up to 24 weeks. At the conclusion of the covered period, any balance that is not forgiven by the SBA will be repaid over a period of two-years, with interest accruing at a rate of 1 percent and monthly payments of principal and interest beginning 10 months after the conclusion of the covered period.

Any request for forgiveness is subject to review and approval by the lender and the SBA, including review of qualifying expenditures and staffing and salary levels. In addition, as Chapin Hall's loan exceeds \$2 million, the SBA will review Chapin Hall's loan file, which will include review of Chapin Hall's eligibility for the program and the good-faith certification of the necessity of the loan.

As of June 30, 2021, the outstanding balance on the PPP loan is \$2,321,800, which is classified as long-term debt on the statement of financial position. In August 2021, Chapin Hall received notice from the SBA that the entire loan was forgiven. The amount of loan forgiven will be recorded as cancellation of debt income in fiscal year 2022.

Chapin Hall has received notice of forgiveness of the loan; however, the SBA has the ability to review Chapin Hall's loan file for a period subsequent to the date the loan was forgiven and could request additional documentation to support Chapin Hall's initial eligibility for the loan and the request for forgiveness. While management considers the likelihood of further action unlikely, in the event the SBA subsequently raises questions about Chapin Hall's initial eligibility for the loan and/or subsequent forgiveness, the SBA may pursue legal remedies at its discretion.

Note 11 - Net Assets

Management has designated certain special funds, of which the description and balance of funds available are as follows:

The Strategic Opportunities Funds are used for discretionary projects related to the mission of Chapin Hall, such as research startup costs, fund-matching costs, organizational and research capacity building expenses, and research project expansion.	\$ 1,180,593
The Harold Richman Fellowship Fund is a collaborative partnership between Chapin Hall and the University of Chicago Crown Family School of Social Work, Policy and Practice to support young and early career scholars interested in conducting applied research related to vulnerable children, families, and their communities.	<u>1,026,077</u>
Total net assets	<u>\$ 2,206,670</u>

Net assets with donor restrictions as of June 30 are available for the following purposes:

Subject to expenditures for a specified purpose:	
In-kind rent	\$ 2,975,000
To be held in perpetuity	<u>5,000,000</u>
Total subject to expenditures for a specified purpose	7,975,000
Subject to the passage of time and specified purpose - General program receivables	<u>4,503,556</u>
Total	<u>\$ 12,478,556</u>

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2021

Note 12 - Donor-restricted and Board-designated Endowments

Chapin Hall's endowment includes both donor-restricted endowment funds and funds designated by the board of directors to function as endowments. Net assets associated with endowment funds, including funds designated by the board of directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

Chapin Hall is subject to the State Prudent Management of Institutional Funds Act (SPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the board of directors appropriates such amounts for expenditures. Most of those net assets also are subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The board of directors of Chapin Hall had interpreted SPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund, unless a donor stipulates the contrary. As a result of this interpretation, when reviewing its donor-restricted endowment funds, Chapin Hall considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. Chapin Hall has interpreted SPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with SPMIFA, Chapin Hall considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purpose of Chapin Hall and the donor-restricted endowment fund
- General economic conditions
- The possible effect of inflation and deflation
- The expected total return from income and the appreciation of investments
- Other resources of Chapin Hall
- The investment policies of Chapin Hall

Endowment Net Asset Composition by Type of Fund
as of June 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	\$ 17,802,198	\$ -	\$ 17,802,198
Donor-restricted endowment funds	-	5,000,000	5,000,000
Total	<u>\$ 17,802,198</u>	<u>\$ 5,000,000</u>	<u>\$ 22,802,198</u>

Chapin Hall Center for Children**Notes to Financial Statements**

June 30, 2021

Note 12 - Donor-restricted and Board-designated Endowments (Continued)

	Changes in Endowment Net Assets for the Fiscal Year Ended June 30, 2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets - Beginning of year	\$ 10,354,689	\$ 5,000,000	\$ 15,354,689
Investment return:			
Investment income	81,998	-	81,998
Net appreciation (realized and unrealized)	7,499,097	1,319,997	8,819,094
Total investment return	7,581,095	1,319,997	8,901,092
Transfers to without donor restrictions	1,319,997	(1,319,997)	-
Transfer to operations - Endowment appropriation	(1,453,583)	-	(1,453,583)
Endowment net assets - End of year	<u>\$ 17,802,198</u>	<u>\$ 5,000,000</u>	<u>\$ 22,802,198</u>

Underwater Endowment Funds

As of June 30, 2021, there were no funds with deficiencies.

Return Objectives and Risk Parameters

Chapin Hall has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment, while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Chapin Hall must hold in perpetuity or for a donor-specified period, as well as board-designated funds. Under this policy, as approved by the board of directors, the endowment assets are invested in a manner that is intended to achieve a return of 5 percent, net of inflation and investment expenses. The secondary investment objective is to earn a total return, net of expenses, at least equal to the portfolio's composite benchmark, as defined in its investment policy statement. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, Chapin Hall relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Chapin Hall targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending Policy and How the Investment Objectives Relate to Spending Policy

Chapin Hall has a policy of appropriating for distribution each year 5 percent of its endowment fund's average fair value over the prior 12 quarters through March 31 of the year preceding the fiscal year in which the distribution is planned. In establishing this policy, Chapin Hall considered the long-term expected rate of return on its endowment. Chapin Hall's investment policy provides that the pro rata share of realized and unrealized gains and losses, dividend and interest earned, and management fees be allocated to the board-designated endowment fund and the endowment fund held in perpetuity in any given year. Appropriations for the payouts from the endowment for operations are first made out of the unspent donor-restricted earnings. The payout for fiscal year 2021 is \$1,453,583.

Chapin Hall Center for Children**Notes to Financial Statements**

June 30, 2021

Note 13 - Employee Benefit Plan

Chapin Hall sponsors a 403(b) retirement plan for employees who meet certain eligibility requirements. The amount contributed by Chapin Hall to the plan is dependent, in part, on the contribution of each employee. The plan also includes a nonelective contribution on behalf of each employee, regardless of the employees contribution. Total contributions to the plan were \$931,873 for fiscal year 2021.

Chapin Hall also maintains a deferred compensation retirement plan (457(b) plan). Employee contributions are made on a tax-deferred basis pursuant to a salary deduction agreement in accordance with the requirements of Internal Revenue Code Section 457(b). All employees are eligible to participate in the 457(b) plan. Chapin Hall does not make contributions to the 457(b) plan.

Note 14 - Transactions with the University of Chicago

Chapin Hall has certain funds on deposit with the University. These funds consist of the following two elements:

- 1) Cash accounts are used to receive facility and rental payments and to transfer payments related to building operations.
- 2) Investments in a pooled investment fund are held and managed by the University (Note 5).

Chapin Hall occupies and has renovated a building owned by the University (Notes 7 and 8). The lease term is for a period of 30 years expiring on December 31, 2024 with annual base rental payments of \$100 to the University. Chapin Hall recognized a contribution with donor restrictions and contribution receivable for the difference between the fair rental value of the property and the stated amount of the lease payments (Notes 6 and 17). The lease agreement stipulates that Chapin Hall is responsible for all costs of operating the building. Additionally, Chapin Hall participates in the funding of capital improvements. During 2021, the University provided \$473,000 annually to reimburse Chapin Hall for certain costs of operating the building. Chapin Hall rents out a portion of the space to various university departments under various short-term lease agreements. In 2021, rental income from these university departments totaled \$435,395.

Note 15 - Liquidity and Availability of Resources

The following reflects the Chapin Hall's financial assets as of June 30, 2021, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date:

Cash and cash equivalents	\$ 9,136,353
Restricted cash - Held by the University of Chicago	2,578,595
Contracts and other receivables - net	3,772,699
Contributions receivable	4,983,128
Investments	<u>36,145,961</u>
Financial assets - At year end	56,616,736
Less those unavailable for general expenditures within one year, due to:	
Restricted by the donor:	
To be held in perpetuity	5,000,000
Subject to satisfaction of donor restrictions	2,443,000
Restricted for in-kind rent	2,975,000
Board designations:	
Quasi endowment fund	17,802,198
Designated by the board of directors for a specific purpose	<u>2,206,670</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 26,189,868</u>

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2021

Note 15 - Liquidity and Availability of Resources (Continued)

None of these financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date.

Chapin Hall has a goal to maintain financial assets, which consist of cash and short-term investments. Chapin Hall has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Chapin Hall invests cash in excess of daily requirements in various short-term investments, including certificates of deposit and short-term treasury instruments.

Chapin Hall also realizes there could be unanticipated liquidity needs.

Note 16 - Risks and Uncertainties

COVID-19

On March 11, 2020, the World Health Organization declared the outbreak of a respiratory disease caused by a new coronavirus a pandemic. First identified in late 2019 and now known as COVID-19, the outbreak has impacted millions of individuals worldwide. In response, many countries have implemented measures to combat the outbreak that have impacted global business operations. As of June 30, 2021, Chapin Hall's operating levels have substantially returned to pre-pandemic volumes. Management believes the impact of the pandemic on the operations of Chapin Hall to be temporary. Due to significant uncertainty surrounding the situation, management's judgment regarding the impact of the pandemic may change in the future. The extent of any future impact cannot be reasonably estimated at this time.

Note 17 - Prior Period Adjustment

The net asset balances as of July 1, 2020 have been restated to correct errors regarding revenue recognition when implementing ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, in 2020 and adopt FASB ASU No. 2014-09, *Revenue from Contracts with Customers*. The effect of the restatement was to increase net income for 2020 by \$2,068,248. Net assets without donor restrictions increased by \$297,407, and net assets with donor restrictions increased by \$1,770,841 at the beginning of 2021 to adjust for the effects of the restatement on prior years.

Additionally, the net asset balances as of July 1, 2020 have also been restated to account for the in-kind contribution received as a result of paying below market rent for the occupied space on the University of Chicago's campus. The effect of the restatement was to increase contributions receivable and net assets with donor restrictions by \$3,825,000 as of July 1, 2020.



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Professor of Medicine
Vice-Chair, Diversity, Equity and Inclusion
Director, Center for Community Health
and Vitality
Director, Health Equity Integration Institute
for Translational Medicine
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9. Mr. Quinn Rallins (since 12/3/19)

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10. Dr. Selwyn Rogers (since 12/7/21)

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11. Ms. BJ Walker (since 12/7/21)

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Board Leadership 2022-2023

Dr. Daniel Abebe, Chair
Ms. Maricela Garcia, Vice Chair
TBD, Treasurer

Dr. Leanne Heaton is a Senior Researcher and Data Manager at Chapin Hall at the University of Chicago. She serves as the Principal Investigator and/or Research and Evaluation Lead on several state-funded human services public policy initiatives, and supervises a team of researchers and analysts. In this capacity, she advises human service administrators on their use of research, evaluation, and data to inform development, implementation, and monitoring of public policies to improve outcomes for vulnerable children, youth, and families. Dr. Heaton provides guidance to state child welfare agencies implementing the Continuous Quality Improvement (CQI) provisions of the Family First Prevention Services Act and serves as a Child and Family Services Review (CFSR) subject-matter expert. She provides guidance on multiple evaluation projects within child welfare and juvenile justice systems.

Prior to joining Chapin Hall, Heaton was a Senior Study Director at Westat. During her tenure, she focused on initiatives that informed practice and policy in child welfare and juvenile justice systems. These included The Annie E. Casey Foundation's On the Frontline Initiative designed to enhance child welfare agencies' organizational capacity to improve decision-making practices; the Permanency Innovation Initiative (PII) a federal initiative to reduce long-term foster care; and the National Survey of Youth in Custody (NSYC) a federally-funded study to identify the prevalence of rape and sexual assault in juvenile facilities. The results of PII lead to a promising evidence-informed intervention for supporting LGBTQ youth in foster care. The findings from NSYC are widely disseminated to a broad range of audiences and were instrumental to the development and implementation of standards designed to reduce sexual victimization in juvenile facilities across the country (i.e. The PREA Standards for Juvenile Facilities).

Heaton holds a PhD in Social Work from Virginia Commonwealth University (VCU), a Master of Social Work from the University of Alabama, and a Bachelor of Arts in Social Work from the University of Montevallo. She is licensed as a clinical social worker in Virginia.

Key Qualifications and Expertise

- Experience working with state human and social service agencies to improve equity, inclusivity, and access to services
- Extensive experience leading multimillion dollar federally funded research-focused cooperative agreements and grants
- Expert in rigorous research and evaluation planning, design and analysis in child welfare, juvenile justice, and mental health
- Expert in designing and implementing continuous quality improvement (CQI) and compliance processes
- Expert in survey design and dissemination methodologies
- Expert in overseeing administrative data linking, analysis, and use of secondary data sources
- Expert in providing oral briefings and recommendations to federal officials and state executive leaders
- Extensive history of publications and presentations

Education

- Ph.D., Social Work, Virginia Commonwealth University, 2010
- MSW, Social Work, University of Alabama
- BA, Social Work, University of Montevallo
- Certifications and Licensures: Licensed Clinical Social Worker (LCSW), Commonwealth of Virginia, #0904006122, 2005

Professional Positions

Senior Researcher and Implementation Collaborative Data Analytics Manager, Chapin Hall at the University of Chicago, Chicago, IL

March 2020-present

Current projects and leadership roles

Office of Planning, Research, & Evaluation (OPRE) – *Leveraging Child and Family Services Review (CFSR) Administrative Data to Understand the Relevance of Context in Surveillance and Advancing Equity (2022 to present)*. Dr. Heaton serves as the principal on this project. The proposed project examines how state child welfare performance on the Child and Family Services Reviews (CFSR-3) differ across states and within states, and how the performance is associated with racial disparities in the child welfare system. The project has two objectives: (1) The first objective is to assess the relationship over time between state child welfare agencies' performance on the Child and Family Services Reviews CFSR-3 statewide data indicators (SDWIs) and performance by racial subgroups to examine racial disparities. The second (2) objective is to evaluate the role of community and child welfare context in explaining state performance on the CFSR-3 SWDIs and the degree to which that performance affects disparities. Specifically, the project will test the role of the child welfare administration framework (state vs. county), state TANF expenditures, and other county-level social and economic programs on performance, and then assess how these together contribute to racial/ethnic disparities.

American Public Human Services Association (APHSA) Partnership – *Advancing Family Economic Mobility Learning Community: Preventing Family Involvement in Child Welfare through Economic and Concrete Supports (2022 to present)*. Dr. Heaton serves as the data analytics advisor. She is responsible for analytic thought partnership, research guidance and resources to a cohort of states seeking to create cross-sector collective impact to reduce child welfare system involvement. State teams are facilitated to develop a theory of change that creates the policy context and integrated system transformation necessary for child and family well-being. Dr. Heaton oversees state-led data collection and analysis of key strategies to close the racial wealth gap as key to reducing family involvement in child welfare and inform state policy options that promote family economic stability.

Illinois Department of Children and Family Services (DCFS) – *Family First Motivational Interviewing and Multisystemic Therapy CQI Implementation (2021 to present)*. Dr. Heaton serves as the principal on this project. DCFS is implementing Motivational Interviewing (MI) and Multisystemic Therapy (MST) as prevention services under Family First. Dr. Heaton is overseeing both as evaluation waivers with CQI plans that include a process and outcome study. Dr. Heaton is providing guidance on implementation MI and MST to fidelity and evaluating if MI and MST are having a direct impact on improving described outcomes for children and families.

Washington State Department of Children, Youth and Families (DCYF) – *Integrated Child Welfare System Transformation (2022 to present)*. Dr. Heaton serves as the principal on this project. Chapin Hall is providing support to Washington DCYF in implementation of integrated child welfare system transformation efforts that include the prevention provisions of Family First; an expanded array of prevention services; a new Family Practice Model; a cohesive Safety, Risk and Needs Assessment; and the case management module of the State's Comprehensive Child Welfare Information System (CCWIS). Dr. Heaton oversees all aspects of the project and ensures that they are informed by best practices, peer-to-peer learning with other jurisdictions, and strategic analytic support.

ICF – Capacity Building Center for States (sub-contract) – *CFSR Implementation Support (2019 to present)*. Dr. Heaton serves as a research and data subject matter expert. She facilitates data-informed decision-making and supports root cause analysis to identify and implement effective solutions or interventions to improve child welfare agency outcomes. Dr. Heaton also provides guidance on ensuring interventions are targeted and evidence informed.

Oregon Department of Human Services (ODHS) – *Capacity-Building and Implementation of Child and Family Well-being System through the Family First Prevention Services Act (2020 to present)*. Dr. Heaton serves as the research and evaluation lead on this project, which has included all aspects of assessment, planning, readiness, capacity building and now implementation of Family First in alignment with Oregon Child Welfare's Vision for Transformation. Areas of focus have included supporting the submission and approval of Oregon's Family First prevention plan, supporting implementation of a statewide CQI program and the CQI provisions of Family First. Chapin's Hall's thought partnership with Oregon has been instrumental as ODHS leverages its Family First implementation towards an integrated and equitable child and family well-being system.

Maryland Department of Human Services' Social Services Administration – *System Transformation (2020 to present)*. Dr. Heaton serves as the research and evaluation lead on this in-depth capacity building and consultation project in partnership with the Social Services Administration (SSA). There is a comprehensive range of performance improvement and system transformation efforts including the articulation of a strategic direction for child welfare and adult services as well as the design and implementation of an outcomes-improvement governance and leadership structure charged with implementing the strategic direction. Core strategies include the development and implementation of a comprehensive, integrated trauma-informed practice model for child welfare and adult services; improved implementation of functional assessments and use of the data to inform case- and system-level decision making; service array alignment and expansion, including the expansion of evidence based practices; robust CQI processes; workforce development, and modernization of SSA's information technology system.

Senior Study Director, Westat, Rockville, MD

November 2011-March 2020

Former projects and leadership roles

Bureau of Justice Statistics (BJS), U.S. Department of Justice (DOJ) – *Second and Third National Surveys of Youth in Custody (NSYC-2 and -3) (2011-2020)*. Co-Project

Director. Directed all NSYC-3 national data collection activities in 327 facilities in 50 states resulting in 6049 completed youth interviews: Designed, executed, and ensured compliance with all project policies and procedures; designed web-based and in-person data collection training for all field staff; and day-to-day management of a 40 member project/field data collection team. Developed and executed quantitative analysis plans: Conducted and oversaw quantitative analysis in SAS using descriptive, bivariate, multivariate and hierarchical liner regression (HLM) modeling techniques; calculated national-, state-, and facility-level estimates of sexual victimization; conducted non-response bias analysis; identified individual- and facility-level correlates of sexual victimization; interpreted and disseminated results via BJS-sponsored publications and in oral presentations to Office of Justice Programs (OJP) federal staff and national conferences.

Bureau of Justice Statistics (BJS), U.S. Department of Justice (DOJ) – *Fourth National Inmate Survey-4 (NIS-4) Jails (2018-2020)*. Co-Project Director. Directed all NIS-4 Jails national data collection preparation

activities to take place in fall of 2020 in 225 facilities nationwide with approximately 46,000 inmates: Designed, executed, and ensured compliance with all project policies and procedures; designed web-based and in-person data collection training for all field staff; and day-to-day management of a 50 member project/field data collection team. Developed and executed quantitative analysis plans for BJS-sponsored publications.

Bureau of Justice Statistics (BJS), U.S. Department of Justice (DOJ) – *Methodological Research to Support the National Survey of Children's Exposure to Violence (NatSCEV) (2017-2020)*. Project Manager.

Provided research expertise to inform the methodological redesign of NatSCEV. Managed budget. Evaluated current survey content and develop revised instrument; reviewed current sample design and methods; formed and convened expert panels; and planned pilot test of the proposed methods.

The Annie E. Casey Foundation (AECF) – *On the Frontline (OTF) Evaluation (2018–2019)*. Co-Principal Investigator. Directed cross-site implementation evaluation of OTF

using a mixed-method retrospective design. Developed and executed all aspects of the implementation evaluation analysis plan: Conducted focus groups; developed and disseminated a web-based survey to child welfare staff; conducted extensive document review using an Access database; analyzed qualitative and quantitative data using NVivo and SAS, translated and disseminated project findings in oral presentations to child welfare staff, The Foundation, national conference, and final written published report.

National Institute of Justice (NIJ), U.S. Department of Justice (DOJ) – *Racial and Ethnic Differences in Youth Mental Health and Substance Abuse Needs and Services: Findings from the Survey of Youth in Residential Placement (SYRP) (2016-2017)*.

Principal Investigator. Designed, lead, and managed all aspects of the project. Executed all statistical analysis in SAS using descriptive, bivariate, and multivariate regression analysis techniques; and disseminated results at national conferences and in high-impact peer-reviewed journals.

Office of Planning, Research and Evaluation (OPRE)/Children's Bureau (CB), Administration for Children and Families (ACF), U.S. Department of Health and Human Services (HHS) – *Evaluation of the Permanency Innovations Initiative (PII) (2010-2018)*. Research Site Lead. Managed all aspects of the PII-Illinois evaluation data collection including

monitoring fidelity and integrity of the Randomized Control Trial (RCT) design; developed evaluation

analysis plan; interpreted results; and translated and disseminated project findings in oral presentations to child welfare staff, ACF, national conferences, and in a final technical report submitted to ACF. Managed all aspects of data collection for the PII-RISE and PII-CAPP sites; contributed to PII-RISE findings dissemination in high-impact peer-reviewed journals.

Bureau of Justice Statistics (BJS), U.S. Department of Justice (DOJ) – Testing Alternative Survey Methods to Collect Data on Rape and Sexual Assault (2011-2017). Survey Operations Director. Planned, designed, managed, and implemented all field data collection activities: Ensured compliance with all project policies and procedures; provided day-to-day management of a national household data collection team consisting of 150 field staff; and contributed to final technical report submitted to BJS.

Clinical Research Interviewer Manager, Kelly Services Contractor at the Genetic Epidemiology Research Branch, National Institute of Mental Health, Bethesda, MD (2004 to 2011).
NIMH Family Study of Affective Spectrum Disorders (2004-2011). Clinical Research Interview Manager. Directed all aspects of a clinical research project. Designed and tested clinical research instruments. Administered semi-structured diagnostic interviews for adults and children. Supervised the day-to-day work of a five-member clinical research interview team. Co-authored peer reviewed publications. Presented at national audiences of researchers.

Professional social work experience

- **Childhelp USA Children's Center of Virginia, Fairfax, VA (2004 to 2005).** Trainer. Conducted monthly 3- to 4-hour seminars on child abuse recognition and response for elementary and secondary school teachers in Northern Virginia. Trained approximately 1,500 teachers.
- **Department of Family Services, Fairfax, VA (2000 to 2005).** Social Worker III, Child Protective Services.
- **Court-Appointed Special Advocate Program, Rockville, MD (1998 to 2000).** Program Coordinator.
- **Omni House Behavioral Health Services, Glen Burnie, MD (1998).** Therapist.
- **Gateway Family and Child Services, Birmingham, AL (1997 to 1998).** Case manager, Therapeutic Foster Care.
- **Department of Human Resources, Birmingham, AL (1994 to 1996).** Caseworker, Child Protective Services.

Academic appointments

Adjunct Faculty, Virginia Commonwealth University, School of Social Work (2007–2020)

Distant Education Instruction – Graduate Level

- Research for Clinical Social Work Practice I & II, Instructor
- Human Behavior in the Social Environment, I & II, Instructor
- Foundations of Social Research, Teaching Assistant
- Policy, Community, and Organizational Practice I, Teaching Assistant

In-Person Instruction – Graduate Level

- Clinical Social Work Practice with Individuals, Families, & Groups II, Instructor
- Group Methods in Social Work Practice, Instructor

- Social Work Practice with Individuals, Families, & Groups I & II, Instructor
 - Social Work Teaching Practicum Seminar for Doctoral Students, Instructor
- Adjunct Faculty, George Mason University, Social Work Department (2013)**
In-Person Instruction – Undergraduate Level
- Group Methods in Social Work Practice, Instructor
 - Human Behavior in the Social Environment, Instructor

Publications and Presentations

Professional publications

- Sedlak, A., Heaton, L., & Evans, M. (2022). Trends in child abuse reporting. In J. Korbin & R. Krugman (Eds.) *Handbook of Child Maltreatment (2nd ed.)*. Switzerland, AG: Springer Nature
- O'Brien, J., Evans, J., Heaton, L., Hyland, S., & Weiner, D. (2021). Elevating culturally specific evidence based practices. Chapin Hall at the University of Chicago.
<https://www.chapinhall.org/wp-content/uploads/Elevating-Culturally-Specific-EBPs.pdf>
- Weiner, D., Heaton, L., Stiehl, M., Chor, B., Kim, K., Heisler, K., Foltz, R., & Farrell, A. (2020). Chapin Hall issue brief: COVID-19 and child welfare: Using data to understand trends in maltreatment and response. Chicago, IL: Chapin Hall at the University of Chicago.
- Smith, T., Heaton, L., Zack, S., Cantor, D., & Ren, W. (2020). Assessing the Informed-Assent Procedure for the National Survey of Youth in Custody (NSYC). Retrieved from Rockville, MD: <https://www.bjs.gov/content/pub/pdf/aiapnsyc.pdf>
- Heaton, L., Woodruff, K., Williams, B., & Chibnall, S. (2019). Evaluation of the Annie E. Casey Foundation's On the Frontline Initiative. <https://www.aecf.org/resources/evaluation-of-the-annie-e-casey-foundations-on-the-frontline-initiative/>
- Heaton, L. (2018). Race and ethnic differences in mental health need and services received in justice-involved youth. *Children and Youth Services Review*, 90, 54-65. doi: 10.1016/j.childyouth.2018.04.043
- Heaton, L.L. (2018). Racial/ethnic differences of justice-involved youth in substance-related problems and services received. *American Journal of Orthopsychiatry*, 88(3), 363-375. doi: 10.1037/ort0000312 PMID: 29345478
- Lorthridge, J., Evans, M., Heaton, L., Stevens, A., and Phillips, L. (2018). Strengthening family connections and support for LGBTQ foster youth: Findings from the PII-RISE Evaluation. *Child Welfare*, 96(1), 53-78. Available at: <https://www.cwla.org/child-welfare-journal/journal-archives/>.
- Weeks, A., Altman, D., Stevens, A., Lorthridge, J., and Heaton, L. (2018). Strengthening the workforce to support LGBTQ foster youth through increasing LGBTQ competency: Trainers' experience with bias. *Child Welfare*, 96(2), 125-150. Available at: <https://www.cwla.org/child-welfare-journal/journal-archives/>.
- Heaton, L., Cantor, D., Bruce, C., Ren, W., Hartge, J., and Beck, A. J. (2016). *Facility-level and individual-level correlates of sexual victimization in juvenile facilities, 2012* (NCJ 249877). Washington, DC: Bureau of Justice Statistics, U.S. Department of Justice. Available at: <http://www.bjs.gov/index.cfm?ty=pbdetail&iid=5663>.

- Merikangas, K.R., Zhang, J., Emsellem, H., Swanson, S., Vgontzas, A., Belouad, F., Blank, M.M, Chen, W., Einen, M., He, J.P., **Heaton, L.**, Nakamura, E., Rooholamini, S., and Mignot, E. (2014). The Structured Diagnostic Interview for Sleep Patterns and Disorders: Rationale and initial evaluation. *Sleep Medicine*, 15, 530-535. doi: 10.1016/j.sleep.2013.10.011 PMID: 24780136
- Merikangas, K.R., Cui, L., **Heaton, L.**, Nakamura, E., Roca, C., Ding, J., Qin, H., Guo, W., Shugart, Y.Y., Zarate, C., and Angst, J. (2013). Independence of familial transmission of mania and depression: Results of the NIMH Family Study of Affective Spectrum Disorders. *Molecular Psychiatry*, 19(2), 214-219.
- Lateff, T., **Heaton, L.**, Cui, L., Nakamura, E., and Merikangas, K. (2013). Validation of a headache interview for children and adolescents. *Pediatrics*, 131(1), 96-102.
- Heaton, L.**, Cui, L., Burstein, M., He, J.P., and Merikangas, K.M. (2011). Perception of child neglect and psychopathology in a population-based sample of US adults. *Comprehensive Psychiatry*, 52(6), e7-e8. doi: <http://dx.doi.org/10.1016/j.comppsy.2011.04.026>
- Merikangas, K.R., He, J.P., Burstein, M. E., Swendsen, J., Avenevoli, S., Case, B., Georgiades, K., **Heaton, L.**, Swanson, S., and Olfson, M. (2011). Service utilization for lifetime mental disorders in U.S. adolescents: Results of the National Comorbidity Survey of Adolescent Supplement (NCS-A). *Journal of the American Academy of Child and Adolescent Psychiatry*, 50(1), 32-45.
- Schmitz, A., Merikangas, K., Swendsen, H., **Heaton, L.**, and Grillon, C. (2011). Measuring anxious responses to predictable and unpredictable threat in children and adolescents. *Journal of Experimental Child Psychology*, 110(2), 159-170.

Technical reports

- Cantor, D., Steiger, D., Townsend, R., Hartge, J., Fay, R., Warren, A.J., **Heaton, L.**, Kaasa, S., Maitland, A., Sun, H., Norman, G., Jones, M., Stroop, J., and Beck, A.J. (2017). *Rape and Sexual Assault Pilot Study, 2014-2015* (for Bureau of Justice Statistics, U.S. Department of Justice). Rockville, MD: Westat.
- Heaton, L.**, Petraglia, E., Yang, D., Cook, R., and Testa, M. (2017). *Permanency Innovations Initiative Report: Summative Evaluation of a Trauma Focus Model for Reducing Long-Term Foster Care* (for Administration for Children and Families, U.S. Department of Health and Human Services). Rockville, MD: Westat.

Official government report contributor

- Smith, E. L. & Stroop, J. (2019). Sexual Victimization Reported by Youth in Juvenile Facilities, 2018. NCJ 253042. <https://www.bjs.gov/index.cfm?ty=pbdetail&iid=6746>

Professional presentations

- Anderson, C. & **Heaton, L.** (2022). *Economic and Concrete Supports Core to Well-being System*. 2022 APSHA National Health & Human Services Summit, Arlington, VA
- Heaton, L.**, Cox, A., & Evans, J. (2022). *Continuous Quality Improvement (CQI) as a Key Lever For System Transformation*. Spotlight Presentation at the 2022 Child Welfare League of America (CWLA) Conference, Washington, DC

- Heaton, L. & Weiner, D. (2021).** *COVID-19 and Child Welfare: An Opportunity to Reorient Systems for Prevention.* Office of Planning, Research, and Evaluation Annual Grantee Meeting, Building Capacity to Evaluate Child Welfare Community Collaborations (CWCC) to Strengthen and Preserve Families, April, 2021.
- Heaton, L. & Lynch, M. (2020).** *The Family First Prevention Services Act: Moving to application.* The National Association for Welfare Research and Statistics (NAWRS) Virtual Workshop Series, July, 2020.
- Heaton, L., Woodruff, K., & Mall, N. (2019).** *Implementation evaluation of The Annie E. Casey Foundation's On the Frontline Initiative* (poster). 2019 National Child Welfare Evaluation Summit, Washington, DC.
- Heaton, L., and Chibnall, S. (2019).** *Adapting interventions for child welfare populations: Important considerations* (workshop). National Conference on Child Abuse and Neglect, Washington, DC.
- Heaton, L. (2019).** *The intersection of LGBTQ youth homelessness and child welfare* (invited discussant). Child Welfare League of America 2019 National Conference, Washington, DC.
- Stroop, J., Steiger, D., Heaton, L., MacAllum, C., Behm, J., and Avison, C. (2018).** *Current federal research on improving measurement of LGBT populations: Improving the measurement of sexual orientation and gender identity among youth.* (invited paper). Joint Statistical Meetings, Vancouver, Canada.
- Heaton, L., and Gabel, G. (2018).** *Evaluation of a trauma intervention adapted for youth in foster care* (panel). Society of Social Work and Research 21st Annual Conference, Washington, DC.
- Lorthridge, J., and Heaton, L. (2018).** *Formative evaluation of a new program to support LGBTQ youth in foster care* (panel). Society of Social Work and Research 21st Annual Conference, Washington, DC.
- Steiger, D., Heaton, L., Behm, J., MacAllum, C., and Stroop, J. (2017).** *Improving the measurement of sexual orientation and gender identity among youth* (invited roundtable). Federal Interagency Working Group for Measuring Sexual Orientation and Gender Identity (SOGI), Washington, DC.
- Steiger, D., Heaton, L., Behm, J., MacAllum, C., and Stroop, J. (2017).** *Improving the measurement of sexual orientation and gender identity among youth* (paper). 72nd Annual Conference of the American Association for Public Opinion Research, New Orleans, LA.
- Heaton, L. (2017).** *Racial and ethnic differences in non-lethal suicide behavior and screening services of justice-involved youth* (paper). Society of Social Work and Research 21st Annual Conference, New Orleans, LA.
- Heaton, L. (2016).** *Race and ethnic differences in mental health need and services received in justice-involved youth* (paper). American Society of Criminologists Annual Meeting, New Orleans, LA.
- Heaton, L. (2016).** *Facility-level correlates of sexual victimization in juvenile facilities* (panel). International Family Violence and Child Victimization Research Conference, Portsmouth, NH.

- Kaasa, S., **Heaton, L.**, McAloon, R., and Cantor, D. (2016). *Harm, benefit, and regret: How respondent characteristics affect reactions to a sexual assault survey* (paper). International Family Violence and Child Victimization Research Conference, Portsmouth, NH.
- Kaasa, S., Steiger, D., **Heaton, L.**, Cantor, D., and McAloon, R. (2016). *Respondent reactions to a sexual victimization survey in a multi-mode pilot study* (paper). Annual Conference of the American Association for Public Opinion Research, Austin, TX.
- Smith, T., **Heaton, L.**, Zack, S., and Cantor, D. (2014). *Obtaining assent from minors – Assessing comprehension in the National Survey of Youth in Custody* (paper). 69th Annual Conference of the American Association for Public Opinion Research, Anaheim, CA.
- Heaton, L.**, and O'Connor, M.K. (2011). *Paternal mental health and child neglect: The relevance to social work education* (roundtable). 57th Annual Program Meeting of the Council on Social Work Education, Atlanta, GA.
- Zagar, K., and **Heaton, L.** (2011). *Assessing parenting capacity of sexually abusive youth* (workshop). Third Annual Multidisciplinary Child Abuse Conference, Children's Advocacy Centers of Virginia, Salem, VA.
- Heaton, L.L.**, Cui, L., Burstein, M., He, J.P., and Merikangas, K.R. (2011). *Perceptions of child neglect on adulthood psychopathology* (poster). 101st Annual American Psychopathological Association Meeting, New York, NY.
- Calkins, M.E., Richard, J., Merikangas, K.R., Burstein, M., **Heaton, L.**, Qiu, H., Mentch, F.D., Hermannsson, L., Connolly, J., Abrams, D.J., Chiavacci, R., Grundmeier, R.W., Sleiman, P.M., Loughead, J., Gur, R.C., Hakonarson, H., and Gur, R.E. (2010). *Identification of children and adolescents at-risk for psychosis: Results of a screen for subpsychotic symptoms in a community sample*. American College of Neuropsychopharmacology 49th Annual Conference, Miami, FL.
- Zagar, K., and **Heaton, L.** (2010). *Assessing parenting capacity of sexually abusive youth* (workshop). Association for the Treatment of Sexual Abusers 29th Annual Conference, Phoenix, AZ.
- Patel, D., Keefe, K., **Heaton, L.**, Cui, L., and Merikangas, K.R. (2010). *How accurate are adolescents in reporting parental mental health* (poster)? National Institutes of Health Summer Research Festival, Bethesda, MD.
- He, J.P., **Heaton, L.**, and Merikangas, K.R. (2008). *Association between mental disorders with marital status, functioning, and disability in a representative sample of U.S. adults: Results from the National Comorbidity Survey Replication Study (NCS-R)* (poster). National Institute of Mental Health Intramural Research Festival, Gettysburg, PA.
- Heaton, L.**, Hearn, J., and O'Connor, M.K. (2006). *Evidence-based practice when politics govern policy: A case for expedited permanency* (workshop). Influencing State Policy Conference, Washington, DC.
- Heaton, L.** (2006). *Religious-based child maltreatment: Legally sanctioned?* (workshop). Influencing State Policy Conference, Washington, DC.

Colin Cepuran provides quantitative and survey-methodological analytical support in several jurisdictions across the country. He has worked at Chapin Hall since Fall 2021. Prior to arriving to Chapin Hall, he worked at a county agency implementing and evaluating criminal justice reform policies in Harris County, TX. He received his Ph.D. in Government from Cornell University.

Key Qualifications and Expertise

- Data Analytics
- Policy Evaluation and CQI
- Racial Equity Analysis
- Survey Methodology

Education

Cornell University Ph.D. Government	<i>Ithaca, NY</i>
Cornell University M.A. Government	<i>Ithaca, NY</i>
Kalamazoo College B.A. Political Science & German	<i>Kalamazoo, MI</i>

Professional Positions

Chapin Hall at the University of Chicago <i>Researcher</i>	Chicago, IL 2021-Present
Cayuga Community College <i>Adjunct Instructor, Cornell Prison Education Program (2021)</i> <i>Adjunct Instructor (2022)</i>	Auburn, NY 2021-2022
Harris County Justice Administration Department <i>Senior Research Policy Analyst</i>	Houston, TX 2020-2021

Selected Grants and Contracts

2021	Principal Investigator, Beeler Grant for Faculty-Student Research, Kalamazoo College.
2020	Principal Investigator, Andrew Kohut Research Fellowship, Roper Center for Public Opinion Research.
2020	Principal Investigator, Beeler Grant for Faculty-Student Research, Kalamazoo College.
2020	Principal Investigator, American Studies Research Grant, Cornell University.



Publications and Presentations

Publications & Reports

Cepuran, C. & Berry, J. (2022). Racial Resentment and Relative Discrimination Interactively Predict White Participation. *Political Behavior*, <https://doi.org/10.1007/s11109-022-09786-2>

Berry, J., **Cepuran, C.**, & Garcia-Rios, S. (2020). "Comparing Relative Discrimination's Influence on Vote Choice." *Politics, Groups, and Identities*, <https://doi.org/10.1080/21565503.2020.1842770>

Selected Presentations

Keefe, R., Richmond, K., Laris, Z., Chor, B., **Cepuran, C.**, Griggs, K., Heaton, L. & Rothkuo, J. Fostering Families: a 50-state qualitative research review of Family First Congregate Care Reform Implementation. AAP Conference, October 2022.

Cepuran, C., Heaton, L. & Weiner, D. COVID Impacts on Vulnerable Children. Invited Presentation to CDC Department of Violence Prevention Staff, September 2022.

Heaton, L., Weiner, D., & **Cepuran, C.** The Pandemic as a Prism: COVID and Racial Inequality. Invited Presentation to Casey Family Programs Board. August 2022.

Cepuran, C. American Dreams: DACA's effect on American Identification. APSA Annual Meeting, September 2020.

Arya Harison is a Researcher and Data Engineer at Chapin Hall at the University of Chicago. Harison works across multiple projects leading efforts to bring together multiple sources of information from child welfare and juvenile justice administrative data sources and other publicly available data sources such as Census data. She takes a lead role in designing, implementing, and managing complex codebases and technical infrastructure to convert, merge, and/or assemble large data sources to inform research projects, evaluations and policies geared toward improving the lives of children and families.

Key Qualifications and Expertise

- Translating project and research design data needs into accessible data structures.
- Maintaining technical infrastructure to support projects like database schemas.
- Designing, implementing, managing complex codebases on platforms like GitLab.
- Performing Data Linkage on various federally available data sources.
- Advanced programming skills in Python/ R/ SQL/Tableau.
- Continuous quality improvement.
- Data-informed decision making capacity building.

Education

- Master of Public Administration, Indiana University Bloomington
- Bachelor of Engineering (Information Technology), Mumbai University

Work and Experience

- Partners with project leaders to understand project and research design data. Collaborates with Research Technology to refine and maintain technical infrastructure supporting these projects
- Takes a lead role in establishing data governance structure for all area research and policy analysts. Organizes and standardizes code to be applied across projects.
- Leads development of computational tools, utilities, and processes to streamline and ensure rigor in importing, documenting, integrating, and updating data as well as the implementation of coding best practices such as code review and version control.
- Manages projects or project components involving construction of databases, tools, and/or data pipelines. Together with project leadership, creates project plans that efficiently use organizational resources, including staff and their time. Proactively communicates to stakeholders regarding status of tasks and adapts plans around changing project priorities or data needs.

Professional Positions

Chapin Hall at the University of Chicago
 Researcher (2021-Present)

Chicago, IL
 2021-Present

Current projects:

- Family First Prevention Services Act (FFPSA) Implementation Collaborative



Client(s): Casey Family Programs, State of Maryland, State of Chicago, State of Washington, State of Oregon, and State of California, State of Michigan

Position: Researcher and Data Engineer

Project period: Ongoing

Project Overview: Supports jurisdictions in their efforts to leverage opportunities like the Family First Prevention Services Act (FFPSA) towards child welfare system transformation. Provide support with understanding data needs like data quality and setting up data structures to evaluate Continuous Quality Improvement (CQI) for FFPSA and Child and Family Services Reviews (CFSR).

Children's Policy and Law Initiative of Indiana

Indianapolis, IN

Public Policy/ Legislative Intern

2020-2021

Conducted qualitative research on specific children's issues and legislation and assisted with public policy and legislative advocacy.

Wrote position papers and produced educational materials on various youth issues.

Indiana University Bloomington

Bloomington, IN

Research Assistant (2021-2021)

2019-2021

Worked on furnishing a research paper on an extrapolative study on comprehensive student support services in schools.

Extrapolated the benefit/cost ratio for the program by performing a meta-analysis using Monte-Carlo Simulations.

Graduate Data Assistant (2019-2020)

Helped with administering surveys using Qualtrics, cleaning and recoding data, conducting data analysis, and preparing reports and presentations of survey results in appropriate formats using Access, MySQL, and Tableau.

Experience working with confidential data in compliance with university data security and governance requirements.

Dr. Creavey is committed to helping professional partners in human services learn about and enhance their processes, products, and services through rigorous yet practical evaluation and continuous quality improvement systems. Dr. Creavey's work focuses on partnering with state and local child welfare jurisdictions to build their capacity to make data-informed decisions and improve outcomes for the children, families, and the child welfare workforce. Currently, this includes providing technical assistance and support as jurisdictions navigate the shift to prevention practice as part of the Family First Prevention Services Act implementation.

Key Qualifications and Expertise

- Program evaluation
- Continuous quality improvement
- Evidence-based practice
- Bridging policy and practice
- Research question development and study design
- Analyzing data, interpreting and synthesizing findings
- Data-informed decision-making capacity building

Education

Pennsylvania State University Ph.D. Human Development and Family Studies	State College, PA
Pennsylvania State University M.S. Human Development and Family Studies	State College, PA
Lebanon Valley College B.S. Psychobiology	Annville, PA

Professional Positions

Chapin Hall at the University of Chicago <i>Policy Analyst</i>	Chicago, IL 2022-Present
Pennsylvania Child Welfare Resource Center, University of Pittsburgh <i>Research and Evaluation Specialist</i>	Mechanicsburg, PA 2018-2022
All Youth Access, LLC <i>Contracted Consultant</i>	Harrisburg, PA 2020-2021

Publications and Presentations

Selected Publications & Reports

Gatzke-Kopp, L., Zhang, X., **Creavey, K. L.**, & Skowron, E. A. (2022). An event-based analysis of maternal physiological reactivity following aversive child behaviors. *Psychophysiology*, Advance Online.

Perry, M., **Creavey, K.**, Arthur, E., Chance, J., Lundgren, P. J., & Rivera, I. (2020). Cultivating emotional intelligence in child welfare professionals: A systematic scoping review. *Child Abuse and Neglect*, 110(3).



Creavey, K. L., Gatzke-Kopp, L. M., Zhang, X., Fishbein, D., & Kiser, L. J. (2019). When you go low, I go high: Negative coordination of physiological synchrony among parents and children. *Developmental Psychobiology*, 62(3), 310–323.

Kiser, L., Fishbein, D., Gatzke-Kopp, L., Vivrette, R., **Creavey, K.**, Stevenson, J., Medoff, D., & Busuito, A. (2019). Physiological regulation among caregivers and their children: Relations with trauma history, symptoms, and parenting behavior. *Journal of Child and Family Studies*.

Creavey, K. L., Gatzke-Kopp, L. M., & Fosco, G. M. (2018). Differential effects of family stress exposure and harsh parental discipline on child social competence. *Journal of Child and Family Studies*, 27(2), 483–493.

Gatzke-Kopp, L. M., & **Creavey, K. L.** (2017). Unsealing fate: Policy practices aimed at reducing the intergenerational transmission of poverty. *Policy Insights from Behavioral and Brain Sciences*, 4(2), 115–122.

Selected Presentations

Creavey, K., & Grimm, A. (2021, September). *Enhancing provider-county continuous quality improvement under the Family First Prevention Services Act*. Presentation at the PA Council of Children & Family Services (PCCYFS) Conference, Harrisburg, PA.

Creavey, K., & Lundgren, P. J. (2020, September). *Building a foundation for program monitoring in the era of Family First*. Online Information Session, available through the PA Child Welfare Resource Center.

Creavey, K. (2019, December). *Evidence-based programs in the era of the Family First Prevention Services Act: Supporting child welfare practice*. Presentation at the PA Puts Families First Convenings, sponsored by the Pennsylvania Office of Children, Youth, and Families (OCYF), State College, Bethlehem, and Ford City, PA.

Perry, M. A., **Creavey, K.**, Zajac, J., & Cahalane, H. (2019, May). *Pennsylvania's IV-E Waiver project: A roadmap to support the child welfare workforce in the era of Family First*. Presentation at the National Human Services Training Evaluation Symposium Conference, Baltimore, MD.

Creavey, K., Arthur, E., & Lundgren, P. J. (2019, March). *Communicating data effectively to support your message*. Training delivered at the Pennsylvania Children and Youth Administrators' March 2019 Quarterly Meeting, State College, PA.

Creavey, K., Arthur, E., & Lundgren, P. J. (2019, January). *Using accurate data to determine your message*. Training delivered at Pennsylvania Children and Youth Administrators' January 2019 Quarterly Meeting, State College, PA.

Creavey, K. L., Kiser, L. J., Fishbein, D. H., & Gatzke-Kopp, L. M. (2017, November). *Parent-child physiological synchrony and child emotion regulation: The role of parental trauma*. Poster presentation at the 33rd Annual Meeting of the International Society for Traumatic Stress Studies, Chicago, IL.

Mathis, E., Kiser, L., Fishbein, D., Gatzke-Kopp, L., Medoff, D., & **Creavey, K.** (2017, May). *The physiology of emotion regulation in parent-child dyads during individual vs. joint emotion tasks*. Poster presentation at the Society for Prevention Research Conference, Washington, DC.

Wadsworth, M. E., Tilghman-Osborne, E. M., McDonald, A., Perzow, S., Joos, C., & Bova, K. (2016, April). *Undoing the damage of toxic stress: Building a Strong Identity and Coping Skills (BaSICS)*. Paper presentation at the Society for Research on Adolescence, Baltimore, MD.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Leanne Heaton	Senior Researcher	\$137,075	2%	\$22,161
Colin Cepuran	Researcher	\$84,000	10%	\$81,480
Arya Harison	Researcher (Data Engineer)	\$75,600	10%	\$73,332
Kristine Creavey	Policy Analyst	\$85,000	5%	\$41,225
TBD	Project Associate	\$57,642	1%	\$5,591