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

Lori A. Weaver
Commissioner

Jeff Fleischer
Director

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

February 6, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Sole Source** amendment to an existing contract with Chapin Hall Center For Children (VC#168678), Chicago, IL to continue to provide support and consultation to the Department in support of the delivery of high-quality services to children, youth, and families, by exercising a contract renewal option by increasing the price limitation by \$183,342 from \$336,120 to \$519,462 and extending the completion date from June 30, 2024 to June 30, 2025, effective July 1, 2024, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on November 2, 2022, item #10.

Funds are available in the following accounts for State Fiscal Year 2025, 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	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	645-504004	GF FOR ADMIN	TBD	\$163,191	\$0	\$163,191
			Subtotal	\$163,191	\$0	\$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	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500734	Contracts for Prog Svc	TBD	\$172,929	\$0	\$172,929
2025	102-500734	Contracts for Prog Svc	TBD	\$0	\$183,342	\$183,342
			Subtotal	\$172,929	\$183,342	\$356,271
			Total	\$336,120	\$183,342	\$519,462

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. As a national leader in child welfare research, the Contractor is 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.

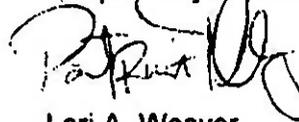
The purpose of this request is to continue to provide support and consultation to the Department in support of the delivery of high-quality services to children, youth, and families. The Contractor provides data analytic work that is delivered through consultation, close collaboration, and presentation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

The Contractor provides 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, and support the professional development and capacity building of the DCYF analytics data team. The Contractor reviews racial disparity data to develop solutions to promote racial equity for families. Additionally the Contractor informs the Department on Comprehensive Child Welfare Information System development to ensure data collection and reporting needs to meet state and/or federal compliance and Department Business Intelligence requirements.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

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

Respectfully submitted,


Lori A. Weaver
Commissioner



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

Denis Goulet
Commissioner

February 21, 2024

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

Dear Commissioner Weaver:

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

The purpose of this request is to continue to provide support and consultation to the Department in support of the delivery of high-quality services to children, youth, and families.

The Total Price Limitation will increase by \$183,342 for a New Total Price Limitation of \$519,462 effective upon Governor and Council approval through June 30, 2025.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2022-088A

cc: Michael Williams, IT Manager, DoIT

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

This Amendment to the Data Analytics Support contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Chapin Hall Center For Children ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 2, 2022 (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$519,462

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July, 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/7/2024
Date

DocuSigned by:
Jeff Fleischer
Name: JEFF FLEISCHER
Title: Director

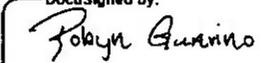
2/6/2024
Date

Chapin Hall Center For Children
DocuSigned by:
Bryan Samuels
Name: Bryan Samuels
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/12/2024
Date

DocuSigned by:

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0006561287



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of February A.D. 2024.

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: February 6, 2024

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

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, 2023

Chapin Hall Center for Children

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Plante & Moran, PLLC
10 South Riverside Plaza
9th floor
Chicago, IL 60606
Tel: 312.207.1040
Fax: 312.207.1066
plantemoran.com

Independent Auditor's Report

To the Board of Directors
Chapin Hall Center for Children

Report on the Audits of the Financial Statements

Opinions

We have audited the financial statements of Chapin Hall Center for Children (Chapin Hall), which comprise the statement of financial position as of June 30, 2023 and 2022 and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Chapin Hall as of June 30, 2023 and 2022 and the respective changes in its net assets, functional expenses, and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter

As explained in Note 4, the financial statements include investments valued at \$31,934,347 and \$33,530,304 at June 30, 2023 and 2022, respectively, whose fair values have been estimated by management in the absence of readily determinable market values. Management's estimates are based on information provided by TRIP, the third-party custodian. Our opinion has not been modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Chapin Hall's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

To the Board of Directors
Chapin Hall Center for Children

Auditor's Responsibilities for the Audits of the Financial Statements

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

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

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

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 5, 2023 on our consideration of Chapin Hall'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 solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Chapin Hall's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Chapin Hall's internal control over financial reporting and compliance.



December 13, 2023

Chapin Hall Center for Children**Statement of Financial Position****June 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
Assets		
Cash and cash equivalents	\$ 11,468,308	\$ 9,546,425
Cash - Held by the University of Chicago	339,063	3,085,441
Investments (Notes 3 and 4)	31,934,347	33,530,304
Receivables - Net of allowances:		
Contracts and other receivables	5,184,431	4,238,062
Contributions and grants receivable (Note 5)	3,432,624	3,294,589
Total receivables - Net of allowances	8,617,055	7,532,651
Investments held for deferred compensation	960,365	698,528
Prepaid expenses and other assets	342,474	325,399
Property and equipment - Net (Note 6)	463,688	783,477
Total assets	<u><u>\$ 54,125,300</u></u>	<u><u>\$ 55,502,225</u></u>
Liabilities and Net Assets		
Liabilities		
Accounts payable and accrued liabilities	\$ 2,289,177	\$ 2,511,527
Deferred revenue	553,661	619,122
Deferred compensation	960,365	698,528
Bonds payable (Note 7)	700,000	1,050,000
Interest rate swap liability (Note 3)	1,276	16,674
Total liabilities	4,504,479	4,895,851
Net Assets		
Without donor restrictions:		
Undesignated - Available for operating activities	23,917,797	23,242,933
Board-designated endowment (Note 10)	13,604,183	15,201,427
Designated by the board of directors for specific purpose (Note 9)	2,243,762	2,243,090
Total without donor restrictions	39,765,742	40,687,450
With donor restrictions (Note 9)	9,855,079	9,918,924
Total net assets	49,620,821	50,606,374
Total liabilities and net assets	<u><u>\$ 54,125,300</u></u>	<u><u>\$ 55,502,225</u></u>

Chapin Hall Center for Children

Statement of Activities and Changes in Net Assets

Years Ended June 30, 2023 and 2022

	2023			2022		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenue, Gains, and Other Support						
Contract revenue	\$ 14,727,405	\$ -	\$ 14,727,405	\$ 12,760,705	\$ -	\$ 12,760,705
Contributions and grants	5,342,749	3,353,292	8,696,041	4,919,170	2,413,959	7,333,129
Allocation from investments - Net	1,617,793	-	1,617,793	1,487,297	-	1,487,297
Rental income	450,551	-	450,551	429,094	-	429,094
Gain on debt extinguishment	-	-	-	2,352,499	-	2,352,499
Net assets released from restrictions	3,375,088	(3,375,088)	-	4,794,666	(4,794,666)	-
Total revenue, gains, and other support	25,513,586	(21,796)	25,491,790	26,743,431	(2,380,707)	24,362,724
Expenses						
Research grants and contracts	16,232,916	-	16,232,916	14,984,963	-	14,984,963
General and administrative	8,552,918	-	8,552,918	7,559,586	-	7,559,586
Fundraising	65,421	-	65,421	-	-	-
Total expenses	24,851,255	-	24,851,255	22,544,549	-	22,544,549
Increase (Decrease) in Net Assets - Before nonoperating income (loss)	662,331	(21,796)	640,535	4,198,882	(2,380,707)	1,818,175
Nonoperating Income (Loss)						
Total return on investments - Net	18,356	3,481	21,837	(1,029,851)	(178,925)	(1,208,776)
Change in fair value of interest rate swap	15,398	-	15,398	60,826	-	60,826
Annual appropriation to operations	(1,617,793)	-	(1,617,793)	(1,487,297)	-	(1,487,297)
Returned grants	-	(45,530)	(45,530)	-	-	-
Total nonoperating loss	(1,584,039)	(42,049)	(1,626,088)	(2,456,322)	(178,925)	(2,635,247)
(Decrease) Increase in Net Assets	(921,708)	(63,845)	(985,553)	1,742,560	(2,559,632)	(817,072)
Net Assets - Beginning of year	40,687,450	9,918,924	50,606,374	38,944,890	12,478,556	51,423,446
Net Assets - End of year	\$ 39,765,742	\$ 9,855,079	\$ 49,620,821	\$ 40,687,450	\$ 9,918,924	\$ 50,606,374

Chapin Hall Center for Children**Statement of Functional Expenses****Year Ended June 30, 2023**

	Research Grants and Contracts	General and Administrative	Fundraising	Total
Salaries	\$ 10,296,391	\$ 4,916,990	\$ 18,703	\$ 15,232,084
Fringe benefits and payroll taxes	2,787,813	1,351,498	5,069	4,144,380
Total payroll and related expenses	13,084,204	6,268,488	23,772	19,376,464
Professional fees and outside services	1,246,893	1,069,434	9,996	2,326,323
Travel and meetings	258,387	143,528	-	401,915
Building occupancy	882,325	549,645	14,464	1,446,434
Computer and office supplies	228,928	66,004	2,870	297,802
Interest	-	29,606	-	29,606
Accounting and audit fees	-	66,421	-	66,421
Subscriptions	66,488	14,181	-	80,669
Awards and grants	61,489	-	-	61,489
Depreciation of building and equipment	234,605	124,856	3,631	363,092
Other	169,597	220,755	10,688	401,040
Total	3,148,712	2,284,430	41,649	5,474,791
Total functional expenses	<u>\$ 16,232,916</u>	<u>\$ 8,552,918</u>	<u>\$ 65,421</u>	<u>\$ 24,851,255</u>

Chapin Hall Center for Children**Statement of Functional Expenses****Year Ended June 30, 2022**

	Research Grants and Contracts	General and Administrative	Total
Salaries	\$ 8,989,736	\$ 4,386,434	\$ 13,376,170
Fringe benefits and payroll taxes	2,446,062	1,154,823	3,600,885
Total payroll and related expenses	11,435,798	5,541,257	16,977,055
Professional fees and outside services	1,809,916	782,350	2,592,266
Building and occupancy	809,066	661,963	1,471,029
Computer and office supplies	138,127	42,384	180,511
Interest	-	50,994	50,994
Accounting and audit fees	-	114,800	114,800
Subscriptions	61,845	12,927	74,772
Awards and grants	240,000	-	240,000
Depreciation of building and equipment	209,458	139,412	348,870
Other	280,753	213,499	494,252
Total	3,549,165	2,018,329	5,567,494
Total functional expenses	\$ 14,984,963	\$ 7,559,586	\$ 22,544,549

Chapin Hall Center for Children

Statement of Cash Flows

Years Ended June 30, 2023 and 2022

	2023	2022
Cash Flows from Operating Activities		
Decrease in net assets	\$ (985,553)	\$ (817,072)
Adjustments to reconcile decrease in net assets to net cash and cash equivalents from operating activities:		
Depreciation	363,092	348,870
Change in value of interest rate swap	(15,398)	(60,826)
In-kind rent	850,000	850,000
Total return on investments	(24,815)	1,395,131
Forgiveness of the Paycheck Protection Program loan	-	(2,321,800)
Changes in operating assets and liabilities that (used) provided cash and cash equivalents:		
Grants, contracts, and other receivables	(988,035)	(465,363)
Contributions receivable	(946,369)	838,539
Prepaid expenses	(17,075)	(174,450)
Accounts payable and accrued liabilities	(222,350)	299,480
Deferred revenue	(65,461)	240,432
Net cash and cash equivalents (used in) provided by operating activities	(2,051,964)	132,941
Cash Flows from Investing Activities		
Purchases of property and equipment	(43,303)	(86,549)
Proceeds from sales of investments	1,620,772	1,220,526
Net cash and cash equivalents provided by investing activities	1,577,469	1,133,977
Cash Flows Used in Financing Activities - Payments on mortgage payable	(350,000)	(350,000)
Net (Decrease) Increase in Cash and Cash Equivalents	(824,495)	916,918
Cash and Cash Equivalents - Beginning of year	12,631,866	11,714,948
Cash and Cash Equivalents - End of year	\$ 11,807,371	\$ 12,631,866
Classification of Cash and Cash Equivalents		
Cash and cash equivalents	\$ 11,468,308	\$ 9,546,425
Cash - Held by the University of Chicago	339,063	3,085,441
Total cash and cash equivalents	\$ 11,807,371	\$ 12,631,866

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2023 and 2022

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. The affiliation agreement is set to expire as of December 31, 2024. There are no plans to renew the agreement.

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 includes 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. Cash accounts are insured up to \$250,000 per depositor. At times, cash deposits may exceed Federal Deposit Insurance Corporation (FDIC) limits. Chapin Hall has not experienced any losses in such accounts.

Chapin Hall Center for Children**Notes to Financial Statements****June 30, 2023 and 2022****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 3 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. Total contribution revenue is \$3,904,231 and \$2,960,580 for the years ended June 30, 2023 and 2022, respectively.

Grant Revenue

Grant revenue received for grants is considered a nonexchange transaction and is recognized as the conditions of the grants have been met. Total grant revenue is \$4,791,810 and \$4,372,549 for the years ended June 30, 2023 and 2022, respectively. Grant funding received in advance of conditions being met is recorded as deferred revenue. Deferred revenue related to grants and contributions is \$166,286 and \$125,953 as of June 30, 2023 and 2022, respectively.

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, 2023 and 2022.

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 for contracts and other receivables as of June 30, 2023 and 2022 was \$310,776 and \$290,637, respectively.

Revenue Recognition

Chapin Hall derives its revenue primarily from grants, contracts, and contributions. The following revenue streams are included in the 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, 2023 and 2022

Note 2 - Significant Accounting Policies (Continued)

Performance Obligations

The following explains the performance obligations related to each revenue stream under the standard and how they 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, such as performing data analysis, conducting program evaluations, research and policy analysis, policy implementation support, and conducting various research and policy-related projects for customers, 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. Total revenue from fixed-fee contracts was \$8,428,437 and \$7,391,166 for the years ended June 30, 2023 and 2022, respectively.

Reimbursement Contracts

Chapin Hall generates revenue from contracts with customers based on a reimbursement basis for performance obligations, such as performing data analysis, conducting program evaluations, research and policy analysis, policy implementation support, and conducting various research and policy-related projects for customers. Chapin Hall follows the right to invoice practical expedient where 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 revenue from reimbursement contracts was \$5,894,767 and \$4,959,440 for the years ended June 30, 2023 and 2022, respectively.

Total contract liabilities included in the deferred revenue balance were \$387,375 and \$493,169 as of June 30, 2023 and 2022, respectively. Total contract liabilities as of July 1, 2021 were \$252,353.

Total receivables from contracts with customers as of June 30, 2023 and 2022 were \$5,184,431 and \$4,238,062, respectively. Total receivables from contracts with customers as of July 1, 2021 were \$3,772,699.

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 require 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.

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2023 and 2022

Note 2 - Significant Accounting Policies (Continued)

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

Fundraising - This includes a portion of the salary of one employee who was hired in 2023 with responsibilities solely related to development and executive activities.

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).

Upcoming Accounting Pronouncement

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments*. The ASU includes changes to the accounting and measurement of financial assets, including Chapin Hall's accounts receivable, by requiring Chapin Hall to recognize an allowance for all expected losses over the life of the financial asset at origination. This is different from the current practice where an allowance is not recognized until the losses are considered probable. Credit losses are recognized through the recording of an allowance rather than as a write-down of the carrying value. The new guidance will be effective for Chapin Hall's year ending June 30, 2024. Upon adoption, the ASU will be applied using a modified retrospective transition method to the beginning of the year of adoption.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including December 13, 2023, which is the date the financial statements were available to be issued.

Note 3 - 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.

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.

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2023 and 2022

Note 3 - Fair Value Measurements (Continued)

The following tables present information about Chapin Hall's assets and liabilities measured at fair value on a recurring basis at June 30, 2023 and 2022 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, 2023			
	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, 2023
Assets - Investments - Total return investment pool (TRIP)	\$ -	\$ -	\$ 31,934,347	\$ 31,934,347
Liabilities - Interest rate swap	\$ -	\$ 1,276	\$ -	\$ 1,276

	Assets and Liabilities Measured at Fair Value on a Recurring Basis at June 30, 2022			
	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, 2022
Assets - Investments - Total return investment pool	\$ -	\$ -	\$ 33,530,304	\$ 33,530,304
Liabilities - Interest rate swap	\$ -	\$ 16,674	\$ -	\$ 16,674

The TRIP investment is stated at fair value. See Note 4 for further description of the investment.

Changes in Level 3 assets measured at fair value on a recurring basis for the years ended June 30, 2023 and 2022 are as follows:

	TRIP
Balance at July 1, 2022	\$ 33,530,304
Total realized gains	650,733
Total unrealized losses	(679,030)
Endowment earnings	3,481
Dividends and interest	213,884
Investment management fees	(167,232)
Distribution to Chapin Hall	(1,617,793)
Balance at June 30, 2023	\$ 31,934,347
Unrealized losses included in earnings related to investments still held as of reporting date	\$ (1,595,957)

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2023 and 2022

Note 3 - Fair Value Measurements (Continued)

	<u>TRIP</u>
Balance at July 1, 2021	\$ 36,145,961
Total realized losses	1,308,319
Total unrealized losses	(2,623,034)
Dividends and interest	345,797
Investment management fees	(159,442)
Distribution to Chapin Hall	<u>(1,487,297)</u>
Balance at June 30, 2022	<u>\$ 33,530,304</u>
Unrealized losses included in earnings related to investments still held as of reporting date	<u>\$ (2,615,657)</u>

Note 4 - Investments

Chapin Hall invests in the University's 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 \$31,934,347 and \$33,530,304 as of June 30, 2023 and 2022, respectively, using Level 3 inputs.

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 Chapin Hall's board of directors. Chapin Hall must provide the University with advance notice of its intention to redeem, 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

The assets of the University's TRIP managed pooled investments fund were allocated as follows:

	<u>2023</u>	<u>2022</u>
Absolute return	22.60 %	23.00 %
Public equities	27.97	25.91
Private equity	27.58	28.68
Fixed income	6.82	6.07
Real estate	4.82	5.30
Natural resources	5.30	5.51
Private debt	4.35	4.04
Cash equivalents	<u>0.56</u>	<u>1.49</u>
Total	<u>100.00 %</u>	<u>100.00 %</u>

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2023 and 2022

Note 4 - Investments (Continued)

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

	2023	2022
Realized gains	\$ 650,733	\$ 1,308,319
Unrealized losses	(675,548)	(2,703,450)
Interest and dividends	213,884	345,797
Management fees	(167,232)	(159,442)
Total return on investments - Net	<u>\$ 21,837</u>	<u>\$ (1,208,776)</u>

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

	2023	2022
Allocation from investments	\$ 1,617,793	\$ 1,487,297
Balance of returns on investments	(1,595,956)	(2,696,073)
Net	<u>\$ 21,837</u>	<u>\$ (1,208,776)</u>

The \$1,617,793 and \$1,487,297 in 2023 and 2022, respectively, transferred to operations is the withdrawal from the TRIP fund based on the annual endowment calculation in Note 10. 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 5 - Contributions Receivable

Included in contributions receivable are unconditional promises to give and in-kind rent. Of the \$3,432,624 receivable balance, \$1,275,000 is related to the in-kind rent receivable. The total receivable balance is due as follows:

Years Ending	Amounts
2024	\$ 2,119,624
2025	1,025,000
2026	288,000
Total	<u>\$ 3,432,624</u>

Note 6 - Property and Equipment

Property and equipment are summarized as follows:

	2023	2022	Depreciable Life - Years
Building renovations (Note 7)	\$ 5,927,480	\$ 5,927,480	6-30
Furniture and fixtures	132,822	132,822	10
Computer equipment and software	1,032,841	989,538	3-5
Total cost	7,093,143	7,049,840	
Accumulated depreciation	6,629,455	6,266,363	
Net property and equipment	<u>\$ 463,688</u>	<u>\$ 783,477</u>	

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2023 and 2022

Note 6 - Property and Equipment (Continued)

Depreciation expense for the years ended June 30, 2023 and 2022 was \$363,092 and \$348,870, respectively.

Note 7 - Debt

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 the 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 July 1, 2024. The bonds require Chapin Hall to comply with certain financial covenants. The balance due on bonds as of June 30, 2023 was \$700,000, with interest at a variable rate (see Note 8). The bonds mature 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.

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

<u>Years Ending</u>	<u>Amount</u>
2024	\$ 350,000
2025	<u>350,000</u>
Total	<u>\$ 700,000</u>

Chapin Hall also has a \$2,500,000 line of credit available that matures on March 25, 2024. Interest is charged at the Secured Overnight Financing Rate (SOFR) plus 1.95 percent. There were no borrowings on the line of credit at June 30, 2023. Management plans to extend the line of credit upon maturity date for another year.

Note 8 - 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 years ended June 30, 2023 and 2022 was 4.03 and 4.02 percent, respectively. The Agreement terminates on July 1, 2024.

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2023 and 2022

Note 9 - Net Assets

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

	<u>2023</u>	<u>2022</u>
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	\$ 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>1,063,169</u>	<u>1,062,497</u>
Total net assets designated by board for specific purpose	<u>\$ 2,243,762</u>	<u>\$ 2,243,090</u>

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

	<u>2023</u>	<u>2022</u>
Subject to expenditures for a specified purpose:		
In-kind rent	\$ 1,275,000	\$ 2,125,000
Program expenses	1,597,899	1,803,260
To be held in perpetuity	<u>4,824,556</u>	<u>4,821,075</u>
Total subject to expenditures for a specified purpose	7,697,455	8,749,335
Subject to the passage of time and specified purpose - General program receivables	<u>2,157,624</u>	<u>1,169,589</u>
Total	<u>\$ 9,855,079</u>	<u>\$ 9,918,924</u>

Note 10 - 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:

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2023 and 2022

Note 10 - Donor-restricted and Board-designated Endowments (Continued)

- 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, 2023		
	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	\$ 13,600,702	\$ -	\$ 13,600,702
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by the donor	-	5,000,000	5,000,000
Accumulated investment losses	-	(175,444)	(175,444)
Total donor-restricted endowment funds	-	4,824,556	4,824,556
Total	\$ 13,600,702	\$ 4,824,556	\$ 18,425,258

	Changes in Endowment Net Assets for the Fiscal Year Ended June 30, 2023		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets - Beginning of year	\$ 15,201,427	\$ 4,821,075	\$ 20,022,502
Investment return:			
Investment income	43,292	-	43,292
Net (depreciation) appreciation - Realized and unrealized	(26,224)	3,481	(22,743)
Total investment return	17,068	3,481	20,549
Transfer to operations - Endowment appropriation	(1,617,793)	-	(1,617,793)
Endowment net assets - End of year	\$ 13,600,702	\$ 4,824,556	\$ 18,425,258

	Endowment Net Asset Composition by Type of Fund as of June 30, 2022		
	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	\$ 15,201,427	\$ -	\$ 15,201,427
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by the donor	-	5,000,000	5,000,000
Accumulated investment losses	-	(178,925)	(178,925)
Total donor-restricted endowment funds	-	4,821,075	4,821,075
Total	\$ 15,201,427	\$ 4,821,075	\$ 20,022,502

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2023 and 2022

Note 10 - Donor-restricted and Board-designated Endowments (Continued)

	Changes in Endowment Net Assets for the Fiscal Year Ended June 30, 2022		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets - Beginning of year	\$ 17,802,198	\$ 5,000,000	\$ 22,802,198
Investment return:			
Investment income	173,830	-	173,830
Net (depreciation) appreciation - Realized and unrealized	(1,108,379)	(178,925)	(1,287,304)
Total investment return	(934,549)	(178,925)	(1,113,474)
Transfers to without donor restrictions	(178,925)	-	(178,925)
Transfer to operations - Endowment appropriation	(1,487,297)	-	(1,487,297)
Endowment net assets - End of year	<u>\$ 15,201,427</u>	<u>\$ 4,821,075</u>	<u>\$ 20,022,502</u>

Underwater Endowment Funds

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or SPMIFA requires Chapin Hall to retain as a fund of perpetual duration. Deficiencies of this nature exist in the donor-restricted endowment fund, which has an original gift value of \$5,000,000, a current fair value of \$4,824,556, and a deficiency of \$175,444 as of June 30, 2023. The fair value and deficiency were \$4,821,075 and \$178,925, respectively, as of June 30, 2022. This deficiency resulted from unfavorable market fluctuations.

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.

Chapin Hall Center for Children

Notes to Financial Statements

June 30, 2023 and 2022

Note 10 - Donor-restricted and Board-designated Endowments (Continued)

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 board-designated and donor-restricted 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. The appropriation first comes from the donor-restricted endowment, as allowed per the donor agreement. 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 years 2023 and 2022 is \$1,617,793 and \$1,487,297, respectively.

Note 11 - 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 employee's contribution. Total contributions to the plan were \$1,186,365 and \$1,045,080 for fiscal years 2023 and 2022, respectively.

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 12 - 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 4).

Chapin Hall occupies and has renovated a building owned by the University (see Notes 6 and 7). 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. Each year, Chapin Hall releases \$850,000 of in-kind rent from net assets with donor restrictions. 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 2023 and 2022, the University provided \$473,000 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 2023, rental income from these university departments totaled \$450,551. In 2022, rental income for these university departments totaled \$429,094.

Chapin Hall Center for Children**Notes to Financial Statements****June 30, 2023 and 2022****Note 13 - Liquidity and Availability of Resources**

The following reflects Chapin Hall's financial assets as of June 30, 2023 and 2022, 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:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 11,468,308	\$ 9,546,425
Cash - Held by the University of Chicago	339,063	3,085,441
Contracts and other receivables - Net	5,184,431	4,238,062
Contributions receivable	3,432,624	3,294,589
Investments	<u>31,934,347</u>	<u>33,530,304</u>
Financial assets - At year end	52,358,773	53,694,821
Less those unavailable for general expenditures within one year due to:		
Restrictions by the donor:		
To be held in perpetuity	4,824,556	4,821,075
Subject to satisfaction of donor restrictions	1,313,000	1,421,481
Restricted for in-kind rent	1,275,000	2,125,000
Board designations:		
Board-designated endowment	13,604,183	15,201,427
Designated by the board of directors for a specific purpose	<u>2,243,762</u>	<u>2,243,090</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 29,098,272</u>	<u>\$ 27,882,748</u>

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, 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. In the event of an unanticipated liquidity need, Chapin Hall could also draw upon its \$2,500,000 line of credit, as described in Note 7.

Chapin Hall Center for Children

Federal Awards Supplemental Information

June 30, 2023

Chapin Hall Center for Children

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Plante & Moran, PLLC
10 South Riverside Plaza
9th floor
Chicago, IL 60606
Tel: 312.207.1040
Fax: 312.207.1066
plantemoran.com

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Independent Auditor's Report

To the Board of Directors
Chapin Hall Center for Children

We have audited the financial statements of Chapin Hall Center for Children as of and for the year ended June 30, 2023 and have issued our report thereon dated December 13, 2023, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. We have not performed any procedures with respect to the audited financial statements subsequent to December 13, 2023.

The accompanying schedule of expenditures of federal awards is presented for the purpose of additional analysis, as required by the Uniform Guidance, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Plante & Moran, PLLC

December 13, 2023



Plante & Moran, PLLC
10 South Riverside Plaza
9th floor
Chicago, IL 60606
Tel: 312.207.1040
Fax: 312.207.1066
plantemoran.com

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of
Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

To Management and the Board of Directors
Chapin Hall Center for Children

We have audited, 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, the financial statements of Chapin Hall Center for Children (Chapin Hall), which comprise the statement of financial position as of June 30, 2023 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 and have issued our report thereon dated December 13, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Chapin Hall's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Chapin Hall's internal control. Accordingly, we do not express an opinion on the effectiveness of Chapin Hall's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of Chapin Hall's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Chapin Hall's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

To Management and the Board of Directors
Chapin Hall Center for Children

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Chapin Hall's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Chapin Hall's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Plante & Moran, PLLC

December 13, 2023



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Report on Compliance for the Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

Independent Auditor's Report

To the Board of Directors
Chapin Hall Center for Children

Report on Compliance for Each Major Federal Program

Opinion on the Major Federal Program

We have audited Chapin Hall Center for Children's (Chapin Hall) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on Chapin Hall's major federal program for the year ended June 30, 2023. Chapin Hall's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Chapin Hall complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the major federal program for the year ended June 30, 2023.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the *Auditor's Responsibilities for the Audit of Compliance* section of our report.

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

Responsibilities of Management for Compliance

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

Auditor's Responsibilities for the Audit of Compliance

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

To the Board of Directors
Chapin Hall Center for Children

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Chapin Hall's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Chapin Hall's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Chapin Hall's internal control over compliance. Accordingly, no such opinion is expressed.

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

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Plante & Moran, PLLC

December 13, 2023

Chapin Hall Center for Children

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2023

Federal Agency/Pass-through Agency/Program Title	Assistance Listing Number	Pass-through Entity / Grant Identifying Number	Total Amount Provided to Subrecipients	Federal Expenditures
Research and Development Cluster				
U.S. Department of Health and Human Services (DHHS)				
Passed through Child Trends, Incorporated - Public Health Service Evaluation Funds - Teen Pregnancy Prevention	93.343	Not Available	\$ -	\$ 117,490
Passed through the Illinois Department of Human Services - Child Care and Development Block Grant - Child Care Subsidies and the Long-Term Achievement of Low-Income Children	93.575	Not Available	-	106,521
Passed through Youth Collaboratory, Inc.:				
Basic Center Grant - Runaway and Homeless Youth Training and Technical Assistance Center (RHYTTAC)	93.623	Not Available	-	70,050
Basic Center Grant - Runaway and Homeless Youth Training and Technical Assistance Center (RHYTTAC)	93.623	Not Available	-	180,373
Passed through John Hopkins University - Maternal, Infant and Early Childhood Home Visiting Grant - HARC R&D Platform	93.870	Not Available	-	89,020
Passed through MDRC:				
TANF Promoting and Supporting Innovation in Data CLIN 2	93.RD	HHSP2332015000591/ Order No. HHSP2333705T	-	65,731
TANF Promoting and Supporting Innovation in Data CLIN 14	93.RD	HHSP2332015000591/ Order No. HHSP2333705T	-	347,016
TANF Promoting and Supporting Innovation in Data CLIN 1	93.RD	HHSP2332015000591/ Order No. HHSP2333705T	-	84,824
Total 93.RD			-	497,571
Total U.S. Department of Health and Human Services			-	1,061,025
U.S. Department of Education				
Education Research, Development and Dissemination - Chicago Scholars RCT	84.305A		76,585	180,249
U.S. Department of Justice				
Passed through Illinois Department of Human Services - Second Chance Act Reentry Initiative - 2nd Chance Act for Youth Offender Reentry	16.812	Not Available	-	32,988
Passed through The Urban Institute - National Institute of Justice Research, Evaluation, and Development Project Grants	16.560	Not Available	-	99,896
Passed through The Urban Institute - OVW Research and Evaluation Program	16.026	Not Available	-	69,765
Total U.S. Department of Justice			-	202,649
U.S. Department of Housing and Urban Development				
Research and Evaluations, Demonstrations, and Data Analysis and Utilization - Estimating Homeless Youth	14.536		53,629	156,805
Total Research and Development Cluster			130,214	1,600,728
U.S. Department of Health and Human Services (DHHS)				
Passed through University of Wisconsin - Policy Research and Evaluation Grants - ASPE Collaboration	93.239	Not Available	-	39,998
CCDF Cluster:				
Child Care and Development Block Grant - Evaluating Investments to expand high-quality child care utilization and supply in Illinois (CCPRP)	93.575		-	357,703
Child Care and Development Block Grant - ECE Workforce Study	93.575		-	42,910
Child Care and Development Block Grant - Child Care and Demand Tools	93.575		-	10,454
Passed through Board of Trustees of University of Illinois - Child Care Mandatory and Matching Funds of the Child Care Development Fund	93.596	Not Available	-	187,492
Total CCDF Cluster			-	598,559
Child Abuse and Neglect Discretionary Activities	93.670		-	22,557
Child Abuse and Neglect Discretionary Activities	93.670		3,395	14,853
Total Child Abuse and Neglect Discretionary Activities			3,395	37,410

See notes to schedule of expenditures
of federal awards.

Chapin Hall Center for Children**Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023**

<u>Federal Agency/Pass-through Agency/Program Title</u>	<u>Assistance Listing Number</u>	<u>Pass-through Entity / Grant Identifying Number</u>	<u>Total Amount Provided to Subrecipients</u>	<u>Federal Expenditures</u>
Passed through Illinois Department of Human Services (DHS) - Maternal, Infant and Early Childhood Home Visiting Grant	93.870	Not Available	\$ -	\$ 119,994
Passed through Board of Trustees of University of Illinois - Every Student Succeeds Act/Preschool Development Grants	93.434	Not Available		68,508
Passed through Child Trends, Incorporated - Public Health Service Evaluation Funds	93.343	Not Available		132,642
Passed through Orange County, Florida - Congressional Directives	93.493	Not Available		76,480
Passed through Brighton Center, Inc. - Child Welfare Services Training Grants - Kentucky Child & Family System	93.646	Not Available		218,814
Passed through Alameda County Department of Social Services - Title IV-E Foster Care - Alameda County Phase II	93.658	Not Available		42,788
Total U.S. Department of Health and Human Services (DHHS)			3,395	1,335,203
U.S. Department of Education				
Passed through Board of Trustees of University of Illinois - Education Stabilization Fund	84.425	Not Available		43,487
Total expenditures of federal awards			\$ 133,609	\$ 2,979,418

Chapin Hall Center for Children

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2023

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of Chapin Hall Center for Children (Chapin Hall) under programs of the federal government for the year ended June 30, 2023. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of Chapin Hall, it is not intended to and does not present the financial position, changes in net assets, functional expenses, or cash flows of Chapin Hall.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The pass-through entity identifying numbers are presented where available.

Chapin Hall has elected not to use the 10 percent *de minimis* indirect cost rate to recover indirect costs, as allowed under the Uniform Guidance.

Note 3 - Adjustments and Transfers

During the year ended June 30, 2023, there were no transfers of grant overpayments.

Note 4 - Noncash Assistance

Chapin Hall neither received nor disbursed federal awards in the form of nonmonetary assistance for the year ended June 30, 2023.

Schedule of Findings and Questioned Costs

Chapin Hall Center for Children

Schedule of Findings and Questioned Costs

Year Ended June 30, 2023

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

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

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? _____ Yes X No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ Yes X None reported
- Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)? _____ Yes X No

Identification of major programs:

Assistance Listing Number	Name of Federal Program or Cluster	Opinion
Various	Research and Development Cluster	Unmodified

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee? _____ Yes X No

Section II - Financial Statement Audit Findings

None

Section III - Federal Program Audit Findings

None



1313 East 60th Street
Chicago, IL 60637
chapinhall.org

Board of Directors **2023-2024**

1. Dr. Daniel Abebe *(since 12/7/2021)*
Vice Provost and Harold J. and Marion F.
Green Professor of Law
The University of Chicago
Edward H. Levi Hall

4. Ms. Chaula Gupta *(since 12/3/2020)*
Vice President & Chief Program Officer
Digital Promise

2. Dr. Mary Ellen Caron *(since 12/5/2015)*
Chief Executive Officer
After School Matters

5. Dr. Deborah Gorman-Smith *(since 7/1/17)*
Emily Klein Gidwitz Professor & Dean,
Crown Family School of Social Work,
Policy and Practice
The University of Chicago

3. Dr. Paul Castellucci *(since 6/28/2022)*
Associate Provost and University Budget
Director
The University of Chicago

6. Dr. Katherine D. Kinzler *(since 3/17/2020)*
Vice Provost for Academic Career Advancement
The University of Chicago

7. Dr. Ka Yee C. Lee (since 12/13/2023)
Executive Vice President for Strategic
Initiatives
David Lee Shillinglaw Distinguished
Service Professor of Chemistry and the
College
The University of Chicago

10. Dr. Selwyn Rogers (since 12/7/21)
Professor of Surgery
Director UChicago Medicine Trauma Center
The University of Chicago Medicine

8. Mr. Juan Carlos Linares (since 12/13/2023)
President & CEO Association House of Chicago

11. Ms. BJ Walker (since 12/7/21)
President, In the Public Way, Inc.

9. Mr. Quinn Rallins (since 12/3/19)
Civil Rights Attorney
Loevy & Loevy

OFFICERS 2023-2024

Dr. Daniel Abebe, Chair

Dr. Leanne Heaton is a Research Fellow 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 analytic guidance on multiple 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 including specific guidance for administrators regarding LGBTQ youth in custody (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 Research Positions

Research Fellow and Implementation Collaborative Data Analytics Manager, Chapin Hall at the University of Chicago, Chicago, IL

March 2020-present

Current projects and leadership roles

New Hampshire Department of Children Youth and Families (DCYF) - Data Analytic Support (2022 to present). *Principal Investigator.* Funding: \$335,796. Chapin Hall is providing consultation and analytic support to reduce child welfare and juvenile justice involvement. Activities include (1) analytic guidance to advance diversity, equity, and inclusion transformational efforts; 2) capacity building for the DCYF data team to transition from existing access data tables to Tableau; (3) guidance to fulfill federal reporting and CFSR requirements; and (4) consultation on the development and implementation of a CQI strategy inclusive of actionable data reports. Dr. Heaton directs all aspects of the project.

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). *Principal Investigator.* Funding: \$99,000. Chapin Hall and Georgia State University are examining 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. Dr. Heaton directs all aspects of the project.

Washington State Department of Children, Youth and Families (DCYF) – Integrated Child Welfare System Transformation (2022 to present). *Principal Investigator.*

Funding: \$394,559. Chapin Hall is providing consultation to Washington DCYF to implement an integrated child welfare system transformation effort. Activities include guidance on (1) prevention provisions of Family First; (2) an expanded array of prevention services; a new Family Practice Model; a cohesive Safety, Risk and Needs Assessment; and conducting statistical analyses to identify individual,

family, and county-level risk factors for system involvement. Dr. Heaton directs all aspects of the project.

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). Research and Evaluation Lead. Chapin Hall is providing thought partnership, strategic guidance and resources to a cohort of state human service leaders seeking to create cross-sector collective impact to reduce child welfare involvement and racial disparities. Key activities include (1) supporting the conceptualization of a theory of change and logic model with short- and long-term state strategies and policy changes to increase the provision of economic and concrete supports, redesign public benefit systems, and reduce the racial wealth gap; and (2) developing and fielding a national survey of child welfare leaders to understand the use of economic and concrete supports to prevent child welfare system involvement. Dr. Heaton oversees all aspects of the national survey and provides analytic consultation.

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). Research and Evaluation Lead. Chapin Hall is providing consultation on all aspects of assessment, planning, readiness, capacity building and implementation of Family First in alignment with Oregon Child Welfare’s Vision for Transformation. Activities include (1) supporting the submission, initial approval, and amendments of Oregon’s Family First prevention plan; (2) ongoing consultation to guide the implementation towards an integrated and equitable family and child well-being system; and (3) supporting implementation of a statewide CQI program and the CQI provisions of Family First. Dr. Heaton oversees all aspects of statewide CQI implementation.

Maryland Department of Human Services’ Social Services Administration – System Transformation (2020 to present). Research and Evaluation Lead. Chapin Hall is supporting capacity building with the Social Services Administration (SSA) through a comprehensive range of performance improvement and system transformation efforts. Activities include (1) articulation of a strategic direction for child welfare and adult services; (2) design and implementation of an outcomes-improvement governance and leadership structure; (3) development and implementation of a comprehensive, integrated trauma-informed practice model for child welfare and adult services; (4) implementation of functional assessments and use of the data to inform case- and system-level decision making; (5) service array alignment and expansion, including the expansion of evidence based practices; (6) implementation of a robust statewide CQI system; (7) workforce development; and modernization of SSA’s information technology system. Dr. Heaton oversees all aspects of statewide CQI implementation.

ICF – Capacity Building Center for States (sub-contract) – CFSR Implementation Support (2019 to present). Research and Data Subject Matter Expert. Dr. Heaton provides data and analytic consultation to states on all aspects of the CFSR.

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 (NSYC-3), Lead Analyst (NSYC-2).* 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 linear/logistical regression (HLM/HGLM) 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.

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 developed 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

Heaton, L., Creavey, K., Green-Rogers, Y., O'Brien, J., Small, L., Harison, A., Goodell, C., & Thomas, K. (under review). *Family First Policy to Practice: Using Implementation Science and CQI to Advance Prevention Focused Practice.*

Heaton, L., Cepuran, C., Grewal-Kök, Y., Anderson, C., Gaul-Stout, J., Lyons, M., & Dygert, M. (2023). *The role of economic and concrete supports in child maltreatment prevention. Findings from a national landscape survey of child welfare leaders.* Chapin Hall at the University of Chicago.

Grewal-Kök, Y., Cusick, G., Anderson, C., Weiner, D., Thomas, K., & **Heaton, L.** (2023). *Economic*

and concrete supports: Core strategies to promote family well-being and race equity. Child Welfare League of America.

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)*. 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*. (for the Annie E. Casey Foundation) Baltimore, MD:
<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.chilyouth.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>
- Beck, A., Cantor, D., Hartge, J., and Smith, T. (2013). *Sexual Victimization in Juvenile Facilities Reported by Youth, 2012*. Washington, DC: Bureau of Justice Statistics. <https://www.bjs.gov/content/pub/pdf/svjfry12.pdf>

Professional presentations

- Green-Rodgers, Y. & **Heaton, L.** (2023). *Engagement and Measurement strategies for understanding racial equity in prevention programming. (invited presentation)*. California Child, Family, and Community Well-being Learning Series.
- 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., Loughhead, 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 J. G. Cepuran, Ph.D.

Researcher

ccepuran@chapinhall.org

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.



Charlotte (Halbert) Goodell, MPP

Policy Analyst
cgoodell@chapinhall.org

Charlotte Goodell is a Policy Analyst at Chapin Hall at the University of Chicago and member of the Implementation Collaborative team. In her role, Goodell provides capacity building expertise to state government and child welfare agencies implementing system transformation initiatives. She specializes in continuous quality improvement (CQI) methods as well as Child and Family Service Review (CFSR) planning and implementation. Her work centers on strengthening CFSR case review practice by providing quality assurance support, leveraging CFSR case review and administrative data for improvement planning, and fostering learning cultures within programs and across jurisdictions. Goodell is experienced in developing CQI resources for programs, such as CQI frameworks, fidelity monitoring protocols, theories of change, and logic models. In addition, Goodell regularly develops dissemination products and visuals to summarize and facilitate understanding of performance data and complex policies. Goodell's contributions include CFSR capacity building, CQI implementation and tool design, project planning, and policy research and analysis. She is especially interested in broader stakeholder engagement in CQI activities for programs designed to build stronger, healthier communities.

Prior to joining Chapin Hall, Goodell built experience in nonprofit organizational capacity. She has organized grassroots fundraising campaigns and outreach, developed stakeholder engagement tools, and drafted large-scale grant proposals and reports to support a variety of human and social service missions, both domestically and abroad. Goodell holds a Master of Public Policy and a Bachelor of Arts in French and Political Science from the University of Virginia.

Key Qualifications and Expertise

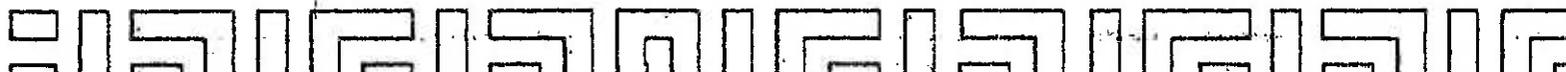
- Expertise in the On-Site Review Instrument (OSRI) and Child and Family Services Reviews (CFSR) as a peer reviewer and first-level quality assurance provider
- Experiencing preparing case review data reports and CFSR item performance analysis using the CFSR Online Monitoring System
- Extensive experience designing and implementing continuous quality improvement processes and tools
- Experience fostering collaborative learning environments and stakeholder engagement
- Experience in policy research and analysis

Education

University of Virginia, Frank Batten School of Leadership and Public Policy Master of Public Policy	Charlottesville, VA
University of Virginia, College of Arts and Sciences BA French, Political Science	Charlottesville, VA

Professional Positions

Chapin Hall at the University of Chicago	Chicago, IL
<i>Policy Analyst</i>	2022-Present
<i>Associate Policy Analyst</i>	2020-2022
<i>Project Associate</i>	2019-2020
RefuSHE	Chicago, IL
<i>Philanthropic Initiatives Officer</i>	2018-2019



Year Up Greater Boston
Development Specialist

Boston, MA
 2017-2018

Initiatives Inc.
Project Assistant

Boston, MA
 2016-2017

Selected Grants and Contracts

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 [L. Heaton, PI]

2022-Present

Goodell provides dissemination support and prepares policy briefs and manuscripts for peer-review publication for Chapin Hall's grant award with OPRE. Chapin Hall and Georgia State University are examining 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.

Maryland Department of Human Services Social Services Administration: System Transformation [K. Thomas, PI]

2019-Present

Goodell serves as project manager for Chapin Hall's contract with the Maryland Department of Human Services: Social Services Administration. Goodell facilitates internal project management activities to monitor project deliverables and outcomes, oversee quarterly reporting, and ensure alignment with the project's scope of work. In addition to her project management responsibilities, her technical assistance with Social Services Administration staff focuses on co-developing CFSR capacity building resources (e.g. tip sheet for crafting quality OSRI narrative summaries, CFSR interview guides, and OSRI narrative analyses for root cause analysis), analyzing CFSR case review narratives to support the statewide CQI model, and contributing to the statewide implementations of the Family First Prevention Services Act and Maryland's centralized child maltreatment fatality review process. This includes drafting policy guidance for internal and external audiences, contributing to policy research and analysis, and serving as a peer reviewer and providing quality assurance support for the state's CFSR.

Capacity Building Center for States (sub-contract) [K. Thomas, PI]

2019-Present

Goodell provides technical assistance and consultation for Chapin Hall's subcontract with ICF for the Capacity Building Center for States. She provides constituency services related to implementation of the Family First Prevention Services Act in addition to subject matter expertise for facilitating root cause analysis, theory of change development, and other CQI practices. Goodell also delivers tailored services related to stakeholder engagement in work planning for capacity building and technical assistance needs in addition to co-leading the Center's peer group for CFSR and CQI managers and programmatic data analysts. In addition, she has supported the Center through contributions to the development of Center consultant practice profiles on change and implementation stages in addition to other tailored services engagements. Goodell co-designed the Center's practice profiles related to theory of change development and intervention testing, piloting, and staging.

Kinnect: Ohio Kinship and Adoption Navigator "OhioKAN" (sub-contract) [K. Thomas, PI]

2019-2023

Goodell provided project implementation support and CQI expertise within Chapin Hall's sub-contract with Kinnect for the OhioKAN project funded by the Ohio Department of Job and Family Services. In her capacity on the project, Goodell focused capacity building and technical assistance services toward the development of the OhioKAN kinship and adoption navigator model and its implementation statewide, including but not limited to CQI framework development and implementation; fidelity monitoring tool design; theory of change development; stakeholder engagement; model design; performance management framework design and implementation; practice profile development; training curricula development; and collaboration and coordination with the OhioKAN evaluator on evaluation and CQI activities.

The Duke Endowment: Family First Prevention Service Act: Readiness Planning and Initial Implementation Project in support of North Carolina Department of Health and Human Services [C. Anderson, PI]

2019-2021

Goodell provided project coordination and technical assistance to the North Carolina Department of Health and Human Services (DHHS) leadership on planning and implementing the Family First Prevention Services Act across the state. This included drafting Family First content for internal and external audiences, gathering relevant policy research and analysis, engaging with stakeholders, designing provider capacity surveys, contributing to the development of the state's Title IV-E Prevention Plan, and crafting readiness and planning materials to inform the state's vision, theory of change, and overall implementation strategy and approach.

Publications and Presentations

Grewal-Kök, Y., Anderson, C., Gurolnick, A., Goodell, C., & Boyd, C. (Chapin Hall) & Woodlock, K., Lowe-Fotos, A., Goldfarb, K., Jobe, J., Costello, A. & De Dios, L. (Start Early). (2023). *Home visiting in Family First context: Exploring opportunities to strengthen collaboration between home visiting and child welfare through Family First*. Chapin Hall at the University of Chicago. <https://www.chapinhall.org/wp-content/uploads/FFPSA-HV-Brief.pdf>

Goodell, C. (Chapin Hall), Avey, T & Scrimenti, T. (Kinnect) & Kaye, S., & Amaro-Gomez, I. (Kaye Implementation & Evaluation). (2022). *Idea Labs for collaboration: Developing a holistic fidelity monitoring process*. [Conference presentation]. Kempe Center 2022 International Virtual Conference: A Call to Action to Change Child Welfare. Virtual conference.

Halbert, C. & Gore, K. (Chapin Hall), Scrimenti, T. (Kinnect) & Amaro-Gomez, I. (Kaye Implementation & Evaluation). (2021). *Building the plane and flying out: The start of a CQI journey*. [Conference presentation]. CQI is for Everyone Illinois CQI Community Conference. Chicago, IL.

Thomas, K., & Halbert, C. (2021). *Transforming child welfare: Prioritizing prevention, racial equity, and advancing child and family well-being*. National Council on Family Relations Policy Brief. <https://www.ncfr.org/policy/research-and-policy-briefs/transforming-child-welfare>

MARÍA D. GANDARILLA OCAMPO

EDUCATION

- 2018 – Present** **Doctor of Philosophy in Social Work**
The Brown School at Washington University in St Louis, Missouri
Fellow, Chancellor's Graduate Fellowship Program
Anticipated graduation: Spring 2024
- May 2012** **Master of Social Work**
California State University, Long Beach
Thesis: *The Knowledge and Perceptions of Afterschool Program Staff on Mandated Child Maltreatment Reporting.*
Outstanding Graduate Student Honors, College of Health, and Human Services
- May 2011** **Bachelor of Social Work**
California State University, Long Beach
Outstanding Graduate of 2011, College of Health, and Human Services

RESEARCH INTEREST AREAS

- Child welfare policy (child maltreatment mandated reporting policies)
- Child maltreatment prevention
- Child and family well-being

PUBLICATIONS

Peer-Reviewed Journal Articles

- Gandarilla Ocampo, M.,** Drake, B., Simon, J., & Jonson-Reid, M. (2024). Does a child maltreatment report source predict differences in immediate and subsequent report outcomes? *Child Abuse & Neglect*, 147, 106587.
- Robinson, H., **Gandarilla Ocampo, M.,** Shires, K. M., Newton, G., Jonson-Reid, M., Sulaiman, S., and Kohl, P. (2023). Sharing Our Story in a Safe Space: Using Community Cafés to Empower African American Voices in Child Welfare Intervention Research. *APSAC Advisor Special Issue* 35(3).
- Asher BlackDeer, A. & **Gandarilla Ocampo, M.** (2022). #SocialWorkSoWhite: A Critical Perspective on Settler Colonialism, White Supremacy, and Social Justice in Social Work. *Advances in Social Work*, 22(2), pp. 720-740. <https://doi.org/10.18060/24986>
- Gandarilla Ocampo, M.** & Asher BlackDeer, A. (2022). We Deserve to Thrive: Transforming the Social Work Academy to Better Support BIPOC Doctoral Students. *Advances in Social Work*, 22(2), pp. 703-719. <https://doi.org/10.18060/24987>
- Brown, C. T., **Gandarilla Ocampo, M.,** & Drake, B. (2022). The Politics of Child Welfare: Are Child Welfare Policies, Budgets and Functioning a Red/Blue Issue? *Children and Youth Services Review*, 106282.
- Simon, J. D., **Gandarilla Ocampo, M.,** Drake, B., & Jonson-Reid, M. (2021). A Review of Screened-out Families and Child Protective Services Involvement: A Missed Opportunity

- to Prevent Future Maltreatment with Community-based Services. *Child Maltreatment*, <https://doi.org/10.1177/10775595211033597>
- Drake, B., Jonson-Reid, M., **Gandarilla Ocampo, M.**, Morrison, M., & Dvalishvili, D. (2020). A practical framework for considering the use of predictive risk modeling in child welfare. *The ANNALS of the American Academy of Political and Social Science*, 692(1), 162-181.
- Gandarilla Ocampo, M.**, Bennouna, C., Seff, I., Wessells, M., Robinson, M., V., Allaf, C., Stark, L. (2020). We Are Here for the Future of Our Kids: Parental Involvement in Refugee Adolescents' Educational Endeavours in the United States. *Journal of Refugee Studies*, <https://doi.org/10.1093/jrs/feaa106>
- Bennouna, C., **Gandarilla Ocampo, M.**, Cohen, F., Basir, M., Allaf, C., Wessells, M., & Stark, L. (2019). Ecologies of care: Mental health and psychosocial support for war-affected youth in the U.S. *Conflict and Health*, 13(1), 47. <https://doi.org/10.1186/s13031-019-0233-x>
- Jennings, L., **Gandarilla, M.** & Tan, P. (2015) "Using the Native American Talking Circle: Experiential learning on ethnic and cultural diversity of Southern California." *Groupwork Journal*, 25(1), 58-77.
- Gandarilla, M.** & O'Donnell, J. (2014) "Keeping Children Safe: Afterschool Staff and Mandated Child Maltreatment Reporting." *Afterschool Matters Journal*, 20, 28-38.

Books and Book Chapters

- Jonson-Reid, M., Drake, B., & **Gandarilla Ocampo, M.** (2023). Too Much, Too Little, or Just Right? How Integrated Data Helps Identify Impact and Opportunity. In *Strengthening Child Safety and Well-Being Through Integrated Data Solutions* (pp. 81-99). Cham: Springer International Publishing.
- Pelech, W., Basso, R., Lee, C.D., & **Gandarilla, M.** (2016) *Inclusive Group Work*. New York, NY: Oxford University Press.
- Lee, C.D., Pelech, W. **Gandarilla, M.**, & Basso, R. (2016). *Inclusive Group Work Instructors' Manual*. New York, NY: Oxford University Press.

Refereed Conference Proceedings Manuscript

- Gandarilla, M.**, Lee, C.D., Kameda, M. (2017). Passing the baton: Revitalization of an IASWG chapter. In C. Wilkins, S. Skolnik, & J. Genke, *Group Work in Challenging Times: Creative Strategies for Facing Change, Proceedings of the International Association of Social Work with Groups 39th International Symposium, New York City*. London: Whiting and Birch.

Public Scholarship

- Gandarilla Ocampo, M.** (January 2022). My Internship at TCARE: Promoting Social Good While Being Profitable. <https://skandalaris.wustl.edu/blog/2022/01/13/my-internship-at-tcare-promoting-social-good-while-being-profitable/>
- Jonson-Reid, M., Drake, B., Cobetto, C., & **Gandarilla Ocampo, M.** (2020). Child abuse prevention month in the context of COVID-19. Center for Innovation in Child

Maltreatment Policy, Research and Training, Washington University in St. Louis.
<https://cicm.wustl.edu/child-abuse-prevention-month-in-the-context-of-covid-19>

RESEARCH EXPERIENCE

2023 – Present

Researcher, Chapin Hall at the University of Chicago

Supervisor: Leanne Heaton, PhD

- Develop research proposals to help jurisdictions and child welfare departments understand their child welfare data to inform the development of services that prevent family involvement or extended involvement in Child Welfare Systems.
- Collaborate with child welfare agencies and jurisdictional partners to access data
-

2023 – 2024

Research Manager, International Social Work Policy Practice Engagement Study: US Site

Supervisor: Dan Ferris, PhD.

- Attend meetings with international partners and principal investigators to coordinate survey design and project management.
- Collaborate with US site research team to adapt international study survey for the US context.
- Co- develop and pilot survey on qualtrics.
- Develop project management materials, recruitment plan, and study dissemination plan.

Summer 2021

Graduate Research Assistant: COVID-19 across the globe: Understanding the impact on women and girls' safety and well-being, Guatemala

Supervisor: Lindsay Stark, PhD, Principal Investigator

- Assisted with coordinating communication and scheduling with potential participants.
- Engaged in the informed consent process.
- Conducted virtual individual interviews in Spanish with service providers in Guatemala.

2020-2023

Research Fellow: Evident Change (formerly National Council on Crime and Delinquency)

Supervisor: Cynthia Burnson, PhD, Senior Researcher

- Conduct preliminary data analyses with county level child welfare data.
- Review child welfare literature on a variety of topics to inform research analyses.
- Engage in community-engaged research projects across several jurisdictions to inform the development of a mandated reporting guide, an automated tool that provides support in the reporting decision making process and alternative pathways for reporters to support families through community-based services.
- Co-lead development of evaluation plans for child maltreatment reporting - Community Response Guides (CRG) and complete IRB paperwork.
- Develop scope of work for partnering/potential partnering child welfare jurisdictions.
- Disseminate research findings to jurisdictional and community partners.

2019-Present***Graduate Research Assistant: Parents and Children Together–St. Louis (PACT-STL)***

The Brown School at Washington University in St. Louis

Supervisor: Patricia Kohl, PhD, Associate Professor

- Attend weekly meetings with Principal Investigator, Research Coordinator and Research Assistants.
- Complete IRB paperwork and interagency data requests for administrative data component of project.
- Assist in developing project outcome implementation and evaluation plan for a community based and community centered child maltreatment prevention program.
- Facilitate focus group(s) and engage in other data collection methods (e.g. observations of community cafes) with community members who have lived experience interacting with child welfare systems.
- Assist with data analyses and manuscript development.
- Participated in the Evidence Building Academy hosted by the Urban Institute and the Administration for Children and Families' Office of Planning, Research, and Evaluation.

2018-Present***Graduate Research Assistant: Center for Innovation in Child Maltreatment Policy, Research and Training***

The Brown School at Washington University in St. Louis

Supervisors: Brett Drake, PhD and Melissa Johnson-Reid, PhD

- Managed national (NCANDS) and state child welfare data using SAS.
- Conducted secondary data analysis.
- Developing manuscript on the relationship between reporter status and child welfare system trajectory.
- Partook in system dynamic modeling of various child maltreatment subtopics for Scientific Learning Collaborative Team.
- Assist in coordination of Translating Evidence to Practice: Child Welfare Summit for Child Welfare Administrators and Service Providers.
- Co-coordination of the LEAD Pre-doctoral Institute for professionals from underrepresented backgrounds in child welfare research.

2019-2020***Graduate Research Assistant: SALaMA Project***

The Brown School at Washington University in St. Louis

Supervisor: Lindsay Stark, PhD, Associate Professor

- Met with agency partners, key informants, and project coordinator to discuss participant recruitment strategies, the cultural sensitivity of measurement tools to be utilized, and data collection plan.
- Conducted focus groups and in-depth interviews with adolescents, caregivers, and key informants.
- Completed coding for qualitative analysis using Dedoose software.
- Analyzed qualitative data using the constant comparative analysis method
- Published articles on adolescent refugees and their mental health and education.

2018-2019***Graduate Research Assistant: Finely Attuned Interactions (FAN) Project***

The Brown School at Washington University in St. Louis

Supervisor: Patricia Kohl, PhD, Associate Professor

- Design pilot study to implement FAN approach into a partner agency.
- Conducted literature review to inform intervention implementation efforts and study research design.
- Assisted with IRB paperwork.

2018-2019

Graduate Research Assistant and Project Coordinator: Eyeseeme African American Children's Bookstore

The Graduate School, Washington University in St. Louis

Supervisor: Thi Nguyen, PhD, Associate Dean for Graduate Career and Professional Development

- Designed mixed methods research project to evaluate customer's perceptions and the community impact of Eyeseeme.
- Developed and pilot tested data collection instruments.
- Directed a group of doctoral and graduate students on project.
- Coordinated and engaged in data collection through surveys, in depth interviews, and focus groups.
- Analyzed data and completed a report of results and recommendations for Eyeseeme owners.

2018-2018

Research Consultant: Program Evaluation of Teens Exploring Technology

Teens Exploring Technology (TXT), Los Angeles, CA

Supervisor: Oscar Menjivar, MTech, CEO and Founder of TXT

- Developed measurement instrument for program evaluation.
- Conducted three focus groups with Black and Latinx adolescent boys evaluating the impact of program participation on academic achievement in STEM programs.
- Completed preliminary qualitative data analysis.

TEACHING

Co-Facilitator

University of Minnesota, School of Social Work

Spring, 2021 SW 8010 Foundation Field Practicum

Fall, 2020 SW 8010 Foundation Field Practicum

Independent Teaching - Adjunct Faculty

Washington University in St. Louis, The Brown School

Professional Development Course

Summer, 2023 Introduction to Creation and Use of GIS Maps: Applications for Social Services (Remote Instruction)

Summer, 2022 Introduction to Creation and Use of GIS Maps: Applications for Social Services (Remote Instruction)

Summer, 2021 Introduction to Creation and Use of GIS Maps: Applications for Social Services (Remote Instruction)

Summer, 2020 Introduction to Creation and Use of GIS Maps: Applications for Social Services (Remote Instruction)

Teaching Assistantships

Washington University in St. Louis, The Brown School

MSW Courses

Spring 2021	S40-5377	Policy Making, Advocacy, and Analysis in the US Legislative System (Remote Instruction)
Fall 2020	S15-5038	Social Work Practice with Individuals, Families, and Groups (Hybrid Instruction)
Fall 2020	S30-5325	Child Maltreatment Prevention (Remote Instruction)
Spring, 2020	S81-5151	MSW Research Seminar II
Fall, 2019	S81-5151	MSW Research Seminar I
Fall, 2019	S15-5007	Research Methods with Statistical Applications
Spring, 2019	S30-5503	Cognitive Behavioral Therapy

Professional Development Course

Summer, 2019 Introduction to Creation and Use of GIS Maps: Applications for Social Services

Guest Lectures

Gandarilla Ocampo, M. (2022, September). *Child Maltreatment Mandated Reporting*. Brown School-School of Social Work, Washington University in St. Louis, S30-5325, Transdisciplinary Problem Solving: Child Maltreatment Prevention.

Gandarilla Ocampo, M. (2022, March). *Mandated Reporting in the United States*. Sandra Rosenbaum School of Social Work, University of Wisconsin, SW523, Family Violence.

Gandarilla Ocampo, M. (2021, September). *Child Maltreatment*. The Brown School at Washington University in St. Louis, S15 SWCR 5011, Human Behavior (Virtual).

Gandarilla, M. (2017, November). *Social Work and End of Life Care*. California State University, Long Beach, School of Social Work, Social Work 221, Introduction to Social Welfare Practicum, Long Beach, CA.

Gandarilla, M. (2016, October). *Social Work and End of Life Care*. California State University, Long Beach, School of Social Work, Social Work 221, Introduction to Social Welfare Practicum, Long Beach, CA.

Gandarilla, M. (2016, April). *Social Work and End of Life Care*. California State University, Long Beach, School of Social Work, Social Work 331, Human Behavior and Social Environment: Young Adulthood through Old Age, Long Beach, CA.

Gandarilla, M. (2016, April). *Talking Circles and Multicultural/Diversity Issues*. California State University, Long Beach, School of Social Work, Social Work 440, Generalist Social Work Practice with Groups, Long Beach, CA.

ACADEMIC CONFERENCES

Peer-Reviewed Presentations

Harty, J., Asher-Blackdeer, A., Grinell-Davis, C., & **Gandarilla Ocampo, M.** (2023, January). Is Antiracism in Social Work Doomed to Fail?: A Roundtable on Interrogating Antiracism through Critical Colonialism? The Annual Conference of the Society for Social Work and Research (SSWR), Phoenix, AZ.

Kohl, P., Robinson, H., **Gandarilla Ocampo, M.**, Shires M.K. & Sulaiman, S. (2020, January). Challenging Inequities and Preventing Child Maltreatment through a Multifaceted, Multi-Level Community Intervention. The Annual Conference of the Society for Social Work and Research (SSWR), Phoenix, AZ.

Gandarilla Ocampo, M. Ives, E. & Crowley, C., (2022, October). The Community Response Guide: A Community-Based Intervention to Improve CAN Reporting Practices. The Kempe Center's 2022A Call to Action International Virtual Conference.

Gandarilla Ocampo, M., Beeler-Stinn, S., & Asher BlackDeer, A. (2021, November). What's in a name?: Social Work Towards a More Equitable Profession. Council on Social Work Education (CSWE) Annual Program Meeting. [Withdrawn due to COVID-19].

Simon, J. & **Gandarilla Ocampo, M.** (2021, June) A Review of Screened-out Families and Child Protective Services Involvement: A Missed Opportunity to Prevent Future Maltreatment. ISPCAN International Congress, Hybrid: Virtual/Milan (presented by Dr. Simon).

Gandarilla Ocampo, M. & Drake, B., & Jonson-Reid, M., (2020, October). Using Matching to Evaluate the Effect of Family-Centered Services on Child Maltreatment Recurrence. Penn State's Annual Conference on Child Maltreatment, University Park, PA (Conference Canceled).

Gandarilla Ocampo, M & Villarruel, M. (2019, June). *Interdisciplinary Research Teams: Through a Group Work Lens*. Presented at the 41st International Symposium on Social Work with Groups, New York City, NY.

Gandarilla Ocampo, M (2018, June). *Family and Care Plan Meetings during End of Life Care: An Interdisciplinary Group Work Approach*. USC Invitational Session-Training Track. Presented at the 40th International Symposium on Social Work with Groups, Kruger National Park, South Africa.

Gandarilla Ocampo, M (2018, June). *A Diversity of Purposes: The Support Group*. Presented at the 40th International Symposium on Social Work with Groups, Kruger National Park, South Africa.

Lee, C.D., **Gandarilla, M.**, & Kameda, M (2017, June). *Passing the Baton: Revitalization of an IASWG Chapter*. Presented at the 39th International Symposium on Social Work with Groups, New York City, NY.

Lee, C.D., Pelech, W. J., Basso, R., & **Gandarilla, M.** (2016, June). *Inclusive Group Work: Diversity as a Relational Concept*. Workshop presented at the 38th International Symposium on Social Work with Groups, New York City, NY.

Invited Presentations

Gandarilla Ocampo, M. (2020, October). *Understanding Laws Around Mandated Reporting: Mandated Reporting in New York*. Presentation for Social Service Workers Uprising Now (virtual).

Tan, P. & **Gandarilla, M** (2014, October). *Talking Circles: A Method of Group Work*. Workshop presented for the Southern California Chapter for the International Association for Social Work with Groups, Long Beach, CA.

E-poster Presentations

Gandarilla Ocampo, M. & Drake, B., & Jonson-Reid, M., (2020, March). *Child Maltreatment Report Outcomes: Do Reports from Mandated and Permissive Reporters Differ?* SAS Global Forum 2020, Washington, DC (Poster Session Canceled).

Gandarilla Ocampo, M. & Drake, B., & Jonson-Reid, M., (2020, January). *Child Maltreatment Report Outcomes: Do Reports from Mandated and Permissive Reporters Differ?* The 24th Annual Conference of the Society for Social Work and Research (SSWR), Washington, DC.

Gandarilla Ocampo, M. & Drake, B. (2019, October). *Preparing Social Work Students for their Role as Mandated Reporters*. The 2019 Annual Program Meeting for the Council on Social Work Education, Denver, CO.

PRACTICE EXPERIENCE

2023-Present *CSWE-SSWR-GADE Policy Fellow*, Office of United States House Representative, Sylvia Garcia (TX-29)

Supported the re-introduction of HR 3006 – The More Social Workers (MSWs) in Libraries Act during the 118th Congress. Reviewed academic literature regarding social workers in libraries to ensure that bill reflected current practices and needs in this area of practice. Met with community organizations to garner feedback and make recommended edits on the bill. Secured endorsements from 18 organizations and a senate lead for a companion bill. Supported the Polling Access Safety Act and the Dream and Promise Act of 2023 by securing endorsements from 6 social work organizations.

2021-2021 *Pivot Fellow*, TCARE Inc

Tasked with leading the adaptation of TCARE's existing evidence-based assessment to the foster care population with the goal of addressing caregiver burnout to prevent children from experiencing multiple foster care placements. Engaged in extensive research on the TCARE assessment, as well as on the needs of and supports available to foster care caregivers. Coordinated team meetings with the VP of Foster Programs from a national Medicaid Insurance Carrier, the TCARE Chief Product Officer (CPO), and a TCARE case manager. After assessment launch, conducted a simple evaluation of the assessment implementation. Provided a set of recommendations to address implementation challenges identified.

2017 - 2018 *Medical Social Worker, Memorial Care Hospice and Palliative Services*

Provided culturally sensitive end of life care and support to terminally ill patients and their families. Completed comprehensive biopsychosocial assessments to evaluate patient and family needs. Coordinated services and provided referrals to community agencies. Developed, piloted and trained on the implementation of social work guidelines for EMR system, McKesson. Supervised and trained agency bachelor and master level social work interns, and new social work employee. Facilitated a hospital-based, grief support group.

2015 - 2017 *Hospice Social Worker and Bereavement Coordinator, Optum Palliative and Hospice Care Services*

Explained the hospice service benefit and hospice philosophy to patients and family members. Completed comprehensive biopsychosocial assessments to evaluate patient and family needs. Collaborated with an interdisciplinary team to formulate a plan of care that addressed patients' needs at end of life. Connected families to community resources and provided education regarding end of life issues. Provided grief counsel and referrals to grief supportive services to bereaved family members. Supervised and trained agency bachelor and master level social work interns.

2012 - 2015 *Emergency Response Senior Social Worker, Orange County Social Services Agency, Children and Family Services*

Conducted investigations to assess for all forms of abuse and neglect, as well as for risk and protective factors. Completed assessments with children and families in an age appropriate and culturally sensitive manner. Participated in team decision making meetings to address issues involving safety, placement, and family case plans. Collaborated with community partner agencies to connect families to services and resources with the goal of stabilizing families and preventing future child abuse and neglect. Wrote and submitted investigatory narratives and protective

warrants to the Orange County Dependency Court. Mentored and trained new employee.

2011 - 2012

Case Manager, Illumination Foundation, Orange County, CA

Provided case management to families who were experiencing houselessness. Conducted biopsychosocial assessments and collaborated with clients to create family focused care plans. Assisted families with identifying their goals and outlining objectives to reach those goals. Referred families to interagency programs and community organizations. Educated on workforce development and assisted parents in identifying employment. Utilized harm reduction program and motivational interviewing techniques to assist parents with substance abuse issues. Collaborated with a multidisciplinary case management team to discuss the needs of the individuals and families. Facilitated psychoeducational groups.

SERVICE AND LEADERSHIP

Professional

Social Work Coalition for Anti-Racist Educators (SWCAREs)

2020 – 2022 *Advisory Board, Member*

International Association for Social Work with Groups (IASWG)

2017 - 2022 *Membership Committee and Budget and Finance Committee, Member*

2018 - 2020 *Marketing Committee, Co-Chair*

2015 - 2017 *IASWG California Chapter Board, Chapter Chair/Co-Chair*

2014 - 2017 *IASWG Board of Directors, Elected Member At Large*

2014 - 2016 *Chapter Development Committee, Member*

2013 - 2015 *Southern California Chapter Board, Marketing and Membership Chair*

Community

2019 - 2020 *Graduate and Professional Advisory Council, Center for Diversity and Inclusion, Washington University in St. Louis, Programming Officer*

2019 - 2020 *Brown School, Washington University in St. Louis, PhD Peer Mentor*

2018 - 2019 *Mi Gente Latinx Group, Washington University in St. Louis, Treasurer*

2018 - 2018 *Teens Exploring Technology, Los Angeles, CA, Research Consultant*

2014 - 2018 *California State University Long Beach, Social Work Alumni Group, Planning Committee Member*

2014 - 2018 *YMCA of Greater Long Beach, Community Development Branch Board of Managers, Member; Finance Committee Member*

2014 - 2016 *YMCA of Greater Long Beach Community Development Board of Managers, Annual Campaign Co-Chair*

EDITORIAL AND SCIENTIFIC REVIEW

2023 *Manuscript Reviewer, Journal of Public Child Welfare*

2021 *Chapter Reviewer, Child, and Family-Serving Systems: A Compendium of Policy and Practice*

Journals

Social Work with Groups

2020 *Manuscript Reviewer, SPARC Special Issue***Conferences**

International Association for Social Work with Groups (IASWG)

2012, 2016 - 2018 *Abstract reviewer, International Symposium on Social Work with Groups***PROFESSIONAL MEMBERSHIPS**

2021 - Present The Child Well-Being Research Network (CWRN)

2020 - Present The American Professional Society on the Abuse of Children

2018 - 2020 Society for Social Work and Research

2011 - Present International Association for Social Work with Groups

HONORS, FELLOWSHIPS, AND AWARDS

2023 Doctoral Research Scholars at the Social Policy Institute at WUSTL, *Scholar*2022-2023 CSWE-SSWR-GADE Social Work Doctoral Student Policy Fellowship – *Fellow*2021 CSWE-SSWR-GADE Social Work Doctoral Student Policy Forum – *Cohort Member*2021 WUSTL Pivot 314 Graduate Fellowship Program, *Fellow*2020 - 2022 WUSTL Scholars in Arts & Sciences Program, The Roma and Raymond Wittcoff Scholarship, *Recipient*2020 Institute of Critical Quantitative, Computational, and Mixed Methodologies (ICQCM) Spencer Scholars Cohort – *Scholar*2019 SAS Global Forum 2019 SAS Student Ambassador Award - *recipient*2019 WUSTL Skandalaris Center- No Code Hackathon Competition -*2nd Place*2019 ICPSR Summer Program in Quantitative Methods of Social Research Diversity Initiative - *Scholarship Recipient*2019 Kempe Interdisciplinary Summer Research Institute - *Scholarship Recipient*2018 Washington University in St. Louis Skandalaris Center Humanists' Start-Up Pitch Competition-*Winning Team Member and Award Recipient*2018- 2023 Chancellor's Graduate Fellowship Program, *Fellowship Recipient.*2016 United Health Group Topaz Recognition Award for Integrity and Service - *Recipient*2015 United Health Group *Sapphire* Recognition Award for Performance - *Recipient*2012 California State University, Long Beach College of Health and Human Services - *Outstanding Graduate Student Honors*2012 California State University, Long Beach Child Welfare CalSWEC MSW Program - *Stipend Recipient*2011 California State University, Long Beach College of Health and Human Services - *Outstanding Graduate of 2011*2010 UCSD Summer Clinical Institute Scholarship Award - *Recipient*

KEY PERSONNEL**NH Department of Health and Human Services****Contractor Name:** Chapin Hall Center for Children

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Leanne Heaton	Senior Researcher	2.00%	\$22,161.00
Colin Cepuran	Researcher	10.00%	\$81,480.00
Arya Harison	Researcher (Data Engineer)	10.00%	\$73,332.00
Kristine Creavey	Policy Analyst	5.00%	\$41,225.00
Charlotte Goodell	Policy Analyst	2.00%	\$0.00
Maria Gandarilla Ocampo	Researcher	5.00%	\$0.00

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

Lori A. Shibleyette
Commissioner

Joseph E. Ribsam, Jr.
Director

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

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
www.nh.gov/doi

Denis Goulet
Commissioner

October 13, 2022

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

Dear Commissioner Shabinette:

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, appearing to read "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: <i>Bryan Samuels</i> Date: 10/12/2022		1.12 Name and Title of Contractor Signatory Bryan Samuels Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Joseph E. Ribsam, Jr</i> 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: <i>Polyn Quirino</i> 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.

Contractor Initials

Date 10/12/2022

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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 BS
Date 10/12/2022

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.

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**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

Security
BS

**New Hampshire Department of Health and Human Services
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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

Received
B

**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

BS

**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
Data Analytics Support**

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
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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.

BS

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

DS
BS

Vendor Initials

Date 10/12/2022



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:

Bryan Samuels

Name: Bryan Samuels

Title: Executive Director

DS
BS

Vendor Initials

10/12/2022

Date

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

DS
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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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BS

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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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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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 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Contractor Initials

10/12/2022
Date

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

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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

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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) I, 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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Contractor Initials

Date 10/12/2022



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- The UEI (SAM.gov) number for your entity is: UG27HYB2ALN4
- 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:

- 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:

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

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

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

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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

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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.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the 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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov