



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 1, 2013

SOLE SOURCE

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to enter into a sole source Contract amendment (Amendment 1) of an existing Contract, Purchase Order # 1023477, with ICF Macro, Incorporated, Vendor #175716 Calverton, MD, by increasing the Price Limitation by \$30,266 from \$25,974 to \$56,240 and by extending the completion date from June 30, 2013 to December 31, 2013. Governor and Executive Council approved the original Contract on June 20, 2012, Item #66. Funds are available in SFY 2013 and are anticipated to be available in SFY 2014 in the following account with authority to adjust amounts between fiscal years if needed and justified.

100% FED

05-95-95-956010-6126 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, MEDICAID ADMINISTRATION

Table with 6 columns: State Fiscal Year, Class/Account, Class Title, Current Modified Budget, Increase/Decrease, Revised Modified Budget. Rows for 2012 and 2013, and a Sub-Total row.

05-00095-047-470010-7946 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, AFFORDABLE CARE ACT

Table with 6 columns: State Fiscal Year, Class/Account, Class Title, Current Modified Budget, Increase/Decrease, Revised Modified Budget. Rows for 2014, Sub-Total, and Total.

EXPLANATION

This Amendment requests continuation of the scope of services for the administration of an additional Agency for Healthcare Research and Quality's Consumer Assessment of Healthcare Providers and Systems (CAHPS®) Survey for Medicaid Populations survey for an additional six (6) month extension as **sole source** through December 31, 2013. A six-month sole source extension is needed to ensure the vendor will be able to field the survey prior to the start of Medicaid Care Management and to ensure sufficient leeway in completing requirements in the Adult Medicaid Quality Grant dependent on this data prior to the end of calendar year 2013. Additionally, the Department will use the resulting data as an updated baseline against which to compare future quality surveys that the contracted managed care organizations are required to perform for Medicaid Care Management.

The overarching goal of the Adult Medicaid Quality grant is to support States in developing their capacity for standardized collection and reporting of data on the quality of health care provided to adults covered by Medicaid. It also seeks to strengthen States' analytic capacity to use the data in measuring and improving the quality of care for beneficiaries.

Completion of the standardized Consumer Assessment of Healthcare Providers and Systems survey is an important step in fulfilling the Adult Medicaid Quality Grant requirement for testing and evaluating methods for collection and reporting of the Initial Core Set Measures in varying delivery care settings (e.g. managed care, fee-for-service, long term care settings such as nursing homes and intermediate care facilities).

The Department contracted with ICF Macro, Inc. to perform specific Consumer Assessment of Healthcare Providers and Systems surveys for the Medicaid Adult and Children populations in 2012. As part of the Adult Medicaid Quality Grant, the Office of Medicaid Business and Policy now requires more up-to-date data related to the quality of services the adult Medicaid population receives. ICF has successfully administered these surveys on our behalf and continuing this relationship will result in administering this necessary survey in a short time frame.

Should the Governor and Executive Council not approve this request, the Department will fall behind in its efforts to meet the goals of the Adult Medicaid Quality Grant, which requires standardized collection of data on the quality of health care provided to adult Medicaid recipients.

Competitive Bidding

ICF Macro, Inc. was selected to perform the Consumer Assessment of Healthcare Providers and Systems survey through a competitive bid process. The Request for Proposals was emailed to the list of 2012 National Committee for Quality Assurance Certified Survey Vendors and was also posted on the Department of Health and Human Service's web site. Three bidders participated in a proposal question period and four bidders submitted proposals.

A team of two individuals from the Department of Health and Human Services reviewed and evaluated the proposals based on the three sets of evaluation criteria specified in the Request for Proposal.

ICF Macro, Inc. scored the highest with a total score of 84 out of 99 possible points. ICF Macro, Inc. has a successful track record with administering the Consumer Assessment survey for other State Medicaid programs.

Geographic Area Served

The geographic area to be served is statewide.

Source of Funds

The source of funds for SFY 2013 and SFY 2014 are 100% Federal Funds from the Adult Medicaid Quality Grant.

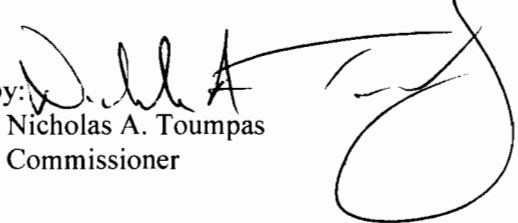
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner and Medicaid Director

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment 1 to the
ICF Macro, Inc. Contract**

This 1st Amendment to the ICF Macro, Inc. Contract (hereinafter referred to as "Amendment 1") dated this 28th day of March, 2013 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and ICF Macro, Incorporated, (hereinafter "ICF Macro" and/or "the Contractor") with a place of business at 11785 Beltsville Drive, Calverton, MD 20705.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, Item #66, Contract # 1023477, the Contractor agrees to perform certain services based upon the terms and conditions specified in the Contract, and in consideration of certain sums specified; and

WHEREAS, this Amendment requests continuation of the scope of services for an additional six (6) month extension as **sole source** through December 30, 2013 to meet requirements in the Adult Medicaid Quality Grant; and

WHEREAS, pursuant to paragraph 18 of the General Provisions, Form P-37, the Contract may be amended, waived, or discharged only by a written instrument executed by the parties thereto, and only after approval of such amendment, waiver, or discharge by the Governor and Executive Council;

WHEREAS, the State and the Contractor have agreed to amend the Contract in certain respects;

and

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

Scope of Amendment

1. Except as specifically amended and modified by the terms and conditions in this Amendment, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract referenced above.

General Provisions, Form P-37

2. Box 1.7 Completion Date: "June 30, 2013" is deleted and replaces with "December 31, 2013"
3. Box 1.8 Price Limitation: "\$25,974" is deleted and replaced with "\$56,240"

Exhibit A Scope of Services

4. Section B. Project Need: Add requirement B.3 as follows:

Date: 3/28/13
Contractor Initials: [Signature]

The Contractor shall administer the Consumer Assessment of Healthcare Providers and Systems (CAHPS®) 5.0H Core survey for Medicaid Adults with Flu Shot Question on behalf of the Department. The Contractor shall administer the Adult survey in the manner recommended by, and that meets or exceeds the sample size requirements of, National Committee for Quality Assurance (NCQA) with a draw of 2,071 adults to reach an estimated 849 completed interviews by oversampling based on gender, Balancing Incentive Program (BIP) status, and geographic group flags that the State will provide with the sample data. Data collection protocol shall be mixed, including mailings with telephone follow-up for non-responders. This survey will run for the 70 days allotted for mixed methodology. The survey will be performed in English only. Additional requirements related to this survey appear in Section P. Additional Adult Medicaid Survey.

5. Add Section P. Additional Adult Medicaid Survey and requirements as follows:

Section P. Additional Adult Medicaid Survey

P.1. Effective Date: All exhibits and attachments to the original Contract remain in effect unless otherwise specified; Amendment 1 and exhibits and attachments to Amendment 1 are effective as of date of April 17, 2013, or upon approval by the State of New Hampshire Governor and Executive Council.

P.2. Survey Sampling:

P.2.1 The Contractor will obtain sample data from OMBP in a format standardized by NCQA that will contain, at a minimum, a unique identifier and the sampled respondent's first and last name, gender, DOB, complete address, phone number, date of, number of months of continuous enrollment for all possible respondents, and Balancing Incentive Program (BIP) and geographic group flags.

P.2.2 The Contractor will then produce the survey sample of 2,071 by oversampling based on gender, Balancing Incentive Program (BIP), and geographic group flags.

P.3. Mail Set Up and Computer-Assisted Telephone Interviewing (CATI) Programming:

P.3.1 After commencement of the Contract, the Contractor will meet with OMBP staff via teleconference to establish an understanding of all project requirements, activities, timeline, and expectations.

P.3.2 The Contractor will format and finalize all survey materials provided by OMBP, including the cover letters and questionnaires.

P.3.3 The survey length for the adult survey will be 58 questions, which includes the Adult Medicaid survey and the Flu Shot question with no restriction on age.

P.3.4 The Contractor will build a sample tracking database and survey scanning program for the CAHPS project.

P.3.5 The Contractor will program the questionnaire for use in CATI system.


P.4. Data Collection and Management Protocol:

P.4.1 The Contractor will complete data collection by mail, with a telephone follow-up for non-respondents. The Contractor estimates a total of 849 completed interviews, but assumes no quotas.

P.4.2 The Contractor will run the survey for the 70 days as outlined for mixed methodology surveys by NCQA.

P.4.3 The mail portion of the study will include four mail drops:

- Cover letter and survey to 2,071 potential respondents;
- Reminder postcard to an estimated 2,071 non-responders to the first survey mailing;

Date: 3/28/13
Contractor Initials: 

- Second survey with reminder letter to an estimated 1,687 non-responders to the first survey mailing;
 - Second reminder postcard to an estimated 1,687 non-responders.
- P.4.4 The Contractor will establish a toll-free number for respondents to call to obtain more information about the survey.
- P.4.5 The Contractor will open, track, and scan completed surveys received by mail.
- P.4.6 The Contractor project management staff will train interviewers on the NH CAHPS® Project, produce a training manual, and oversee training sessions.
- P.4.7 The Contractor will provide CATI supervision at a ratio of one Supervisor hour for every ten Interviewer hours, and quality assurance monitoring at a ratio of one Quality Assurance Monitor hour for every 20 Interviewer hours.
- P.4.8 The Contractor will conduct the surveys in English.
- P.5. Data Processing:
- P.5.1 The Contractor will scan data from mail surveys, and mail and telephone data will be prepared for analysis. Preparation of data includes removing ineligible cases; coding, entering, and cleaning the data, and conducting an audit of the processed data with the hard-copy surveys.
- P.5.2 Data delivery in SAS, SPSS, or another agreed upon format will consist of member-level data files and a data dictionary.
- P.6. Data Weighting and Analysis:
- P.6.1 The Contractor will weight data to reflect the population with respect to for various characteristics, including age, gender, enrollment category, Balancing Incentive Program (BIP), and geography.
- P.6.2 The Contractor will produce tables with frequency distribution of each categorical and descriptive statistics.

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Date: 3/28/13
Contractor Initials: AMM

Exhibit B Methods and Conditions Precedent to Payment

6. Update the **Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List** as follows:

Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List

Deliverable Date	Description	Amount
SFY 2012		
6/30/2012	Finalization of Survey Respondent Sample, Survey Materials	\$12,987
Total		\$12,987
SFY 2013		
7/31/2012	Monthly Installment	\$6,494
Either 8/31/2012 or 9/30/2012	Project Completion, Paid Upon Acceptance of All Deliverables	\$6,493
5/31/2013	2 nd Adult Survey - postage for all four mailings, setup costs including formatting and programming (for CATI and mail), and sampling	\$11,474
6/30/2013	2 nd Adult Survey - half of data collection efforts to print and send the first three mailings, log returned mail, setup overnight processing for the start of CATI, interviewer training, portion of staff time for scanning returned surveys	\$5,429
Total		\$29,890
SFY 2014		
Either 8/31/2013 or 9/30/2013	2 nd Adult Survey Completion, Paid Upon Acceptance of All Deliverables	\$13,363
Total		\$13,363
Grand Total		\$56,240

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Date: 3/28/13
 Contractor Initials: JMM

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

State of New Hampshire Department of Health and
Human Services

Date: 4/1/13

Kathleen A. Dunn
Kathleen A. Dunn Associate Commissioner and
Medicaid Director

ICF Macro, Inc.

Date: 3/28/13

F. Michael Gray
F. Michael Gray, Vice President
Contracts

STATE OF VIRGINIA

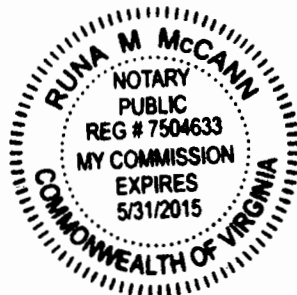
County of FAIRFAX

The foregoing instrument was acknowledged before me, the undersigned notary, this
28 day of MARCH, 2013, by F. Michael Gray, Vice President of ICF Macro, Inc., a
Delaware corporation, on behalf of the corporation.

IN WITNESS WEREOF, I hereunto set my hand and official seal.

Runa McCann
Notary Public

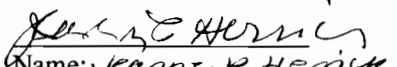
My commissioner expires:
5/31/15
(Date)



Date: 3/28/13
Contractor Initials: FMG



Approved by the New Hampshire Attorney General's Office by


Name: JEANNE P. HERICK
Title: Attorney
2 APR. 2013

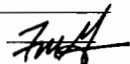
I hereby certify that the foregoing instrument was approved by the Governor and Executive Council of the State of New Hampshire at the meeting on: _____.

OFFICE OF THE SECRETARY OF State of NH

By: _____

Title: _____

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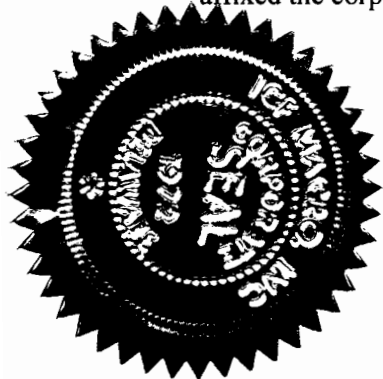
Date: 3/28/13
Contractor Initials: 

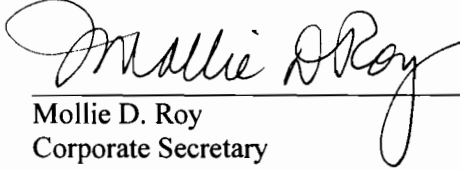
ICF MACRO, INC.
OFFICER CERTIFICATE

The undersigned, MOLLIE D. ROY, hereby certifies:

1. That she is the duly elected and appointed Corporate Secretary of ICF Macro, Inc., a Delaware Corporation (“the Company”), and, as such has access to the corporate records, minute books, and tax records of the Company, and is familiar with the matters therein contained and hereby certified; and
2. That F. MICHAEL GRAY is the duly appointed Vice President and Director of Contracts of the Company and in that capacity is authorized to bind the Company to all terms and conditions of bids, proposals, contracts and other specific actions that may be directed by the Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, and has authority to sign any and all documents necessary to complete the aforementioned.


IN WITNESS WHEREOF, I have executed this certificate on the 28th day of March 2013 and have affixed the corporate seal of the Company.





Mollie D. Roy
Corporate Secretary
ICF MACRO, INC.

I, Terrance McGovern, Senior Vice President and Treasurer of ICF Macro, Inc. hereby certify that MOLLIE D. ROY is the duly elected, appointed and qualified Corporate Secretary of ICF Macro, Inc. and further attest that the signature appearing above is her genuine signature.



Terrance McGovern
Senior Vice President and Treasurer
ICF MACRO, INC.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ICF Macro, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on December 23, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
06/26/2012

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME:		
	PHONE (A.C. No. Ext): (866) 283-7122	FAX (A.C. No.): (847) 953-5390	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: 570000024256			
INSURED ICF Macro, Inc. 9300 Lee Highway Fairfax VA 22031-1207 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Northern Insurance Co.		20303
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570046773863 REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/>	PROPERTY	35812409 Package - Domestic	06/25/2012	06/25/2013	BUILDING			
		CAUSES OF LOSS						PERSONAL PROPERTY	
		DEDUCTIBLES						BUSINESS INCOME w/o Extra Expense	
		BASIC				BUILDING		EXTRA EXPENSE	
		BROAD				CONTENTS		RENTAL VALUE	
	<input checked="" type="checkbox"/>	SPECIAL						BLANKET BUILDING	
		EARTHQUAKE						<input checked="" type="checkbox"/> BLANKET PERS PROP	\$5,000,000
		WIND						BLANKET BLDG & PP	
		FLOOD							
	<input checked="" type="checkbox"/>	Bklt PP Ded				\$2,500			
	INLAND MARINE	TYPE OF POLICY							
	CAUSES OF LOSS	POLICY NUMBER							
	NAMED PERILS								
	CRIME								
	TYPE OF POLICY								
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN								

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

Department of Health and Human Services Attn: Kathleen Dunn, Medicaid Director 129 Pleasant Street Concord, NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

CERTIFICATE NUMBER: 570046773863



RECEIVED
JUL 12 2012
DIRECTORS OFFICE
OMB



10/17



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Director

129 PLEASANT STREET, CONCORD, NH 03301-3867
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-4727 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2012

Approved by GTC
Date 6-20-12
Page _____
Item # 66
Contract # _____

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to enter into an agreement with ICF Macro, Inc. 11785 Beltsville Drive, Calverton, MD 20705 Vendor Code 175716, to administer and report the results of a consumer satisfaction survey on behalf of the Department of Health and Human Services. The survey is the core Adult and Child versions of the Agency for Healthcare Research and Quality's Consumer Assessment of Healthcare Providers and Systems Survey for Medicaid populations in an amount not to exceed \$25,974 effective June 20, 2012, or date of Governor and Executive Council approval, whichever is later, through June 30, 2013. Funds are available in the following account with the authority to transfer funds between state fiscal years:

**05-95-95-956010-6126 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, MEDICAID ADMINISTRATION**

<u>State Fiscal</u> <u>Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Amount</u>
SFY 2012	102/500731	Contracts for Program Services	\$12,987.00
SFY 2013	102/500731	Contracts for Program Services	\$12,987.00
			\$25,974.00

EXPLANATION

The purpose of this agreement is to enable ICF Macro, Inc. to administer and report the results of the Consumer Assessment of Healthcare Providers and Systems survey on behalf of the Department of Health and Human Services. Since its launch in 1997, the survey has been the industry standard health plan consumer satisfaction survey, collecting standardized information on enrollees' experiences with health plans and their services. Survey results will provide a baseline for monitoring the performance of the Medicaid Care Management organizations and will provide a snap shot of current member satisfaction with access to care for the current Medicaid population as is required by the Centers for Medicare & Medicaid Services.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2012
Page 2 of 2

The contract includes performance benchmarks that will be used to measure the contractor's effectiveness. These benchmarks are tied to contractor payment. Performance requirements are provided as an attachment.

Competitive Bidding

ICF Macro, Inc. was selected to perform the Consumer Assessment of Healthcare Providers and Systems survey through a competitive bid process. The Request for Proposals was emailed to the list of 2012 National Committee for Quality Assurance Certified Survey Vendors (attached) and was also posted on the Department of Health and Human Service's web site. Three bidders participated in a proposal question period and four bidders submitted proposals.

A team of two individuals from the Department of Health and Human Services reviewed and evaluated the proposals based on the three sets of evaluation criteria specified in the request for proposal.

ICF Macro, Inc. scored the highest with a total score of 84 out of 99 possible points. The bid-scoring sheet is attached. ICF Macro, Inc. has a successful track record with administering the Consumer Assessment survey for other state Medicaid programs.

Should the Governor and Executive Council not approve this request, the Department would not have a benchmark of the existing Medicaid population's satisfaction with their care to compare to future data received after the first year of operations of the Medicaid Care Management organizations. The Department would also lack a key component in its approach to monitoring access to care for the Medicaid population.

The contract terms are for 1 year.

Area Served: statewide.

Source of Funds: 50% State General funds and 50% Federal funds.

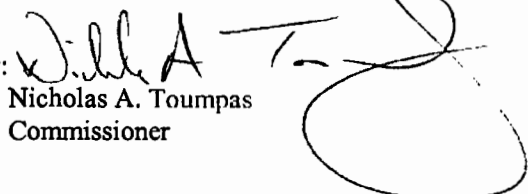
In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH
Medicaid Director

Approved by:



Nicholas A. Toumpas
Commissioner

Listing of Potential Qualified Bidders Notified About the Request For Proposal for the CAHPS Survey Project:

HEDIS® 2012 NCQA Certified HEDIS Survey Vendors

(<http://www.ncqa.org/LinkClick.aspx?fileticket=olWCTrVjMl8%3d&tabid=170>)

- Arkansas Foundation for Medical Care
- Center for the Study of Services (CSS)
- Clearwater Research, Inc.
- DataStat, Inc.
- DSS Research
- Health Services Advisory Group, Inc. (HSAG)
- Intelliscan, Inc.
- Morpace
- Press Ganey Associates
- Synovate
- The Myers Group
- WB&A Market Research

The RFP was also posted at the Department of Health and Human Services Requests for Proposals webpage (<http://www.dhhs.nh.gov/business/rfp/index.htm>).

Bid Summary

CRITERIA FOR SELECTION: DHHS has established the weight for the evaluation criteria for this RFP as specified as follows:

	Market Decisions	ICF	HSAG Expedited	Clearwater
Work plan's clarity and consistency with the requirements – 33 percent.	20	27	30	25
General qualifications and related experience of the contractor specific to administering the CAHPS survey, especially to Medicaid populations – 33 percent.	20	30	30	23
Cost and budget form – 33 percent.	33	27	20	16
Total Score	73	84	80	64

Bidder	Proposed Cost	Proposed Cost As Compared to Lowest Bidder	Points for Proposed Cost
Market Decisions	\$20,941	1.00	33
ICF	\$25,974	1.24	27
HSAG	\$34,973	1.67	20
Clearwater	\$42,100	2.01	16

Evaluator Name	Evaluator Title	Evaluator Affiliation
Andrew Chalsma	Administrator	NH DHHS OMBP
Andrea Stewart	Business Systems Analyst	NH DHHS OMBP

Performance Measures Attachment for ICF Macro, Inc. Contract for CAHPS Project

The following performance measures are contract deliverables that are used to monitor contractor performance. The deliverables are tied to payments made to the contractor.

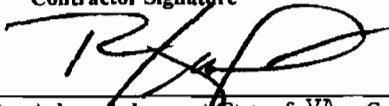
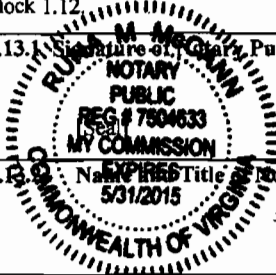
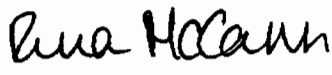
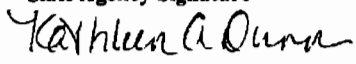
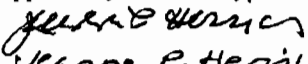
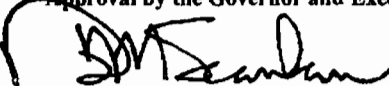
Milestone	Date	Resources
Finalization of Survey Respondent Sample, Survey Materials	06/30/2012	ICF Macro, State
Monthly Installment	07/31/2012	ICF Macro
Project Completion, Paid Upon Acceptance of All Deliverables	Either 8/31/2012 or 9/30/2012	ICF Macro, State

Subject: State of New Hampshire I2-OMBP-CAHPS-01 RFP
AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant St Concord, NH 03301	
1.3 Contractor Name ICF Macro, Inc.		1.4 Contractor Address 11785 Beltsville Drive, Suite 300 Calverton, MD 20705	
1.5 Contractor Phone Number 301-572-0200	1.6 Account Number	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$25,974
1.9 Contracting Officer for State Agency Kathleen A. Dunn, Director		1.10 State Agency Telephone Number 603-271-9422	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert F. Toth, Senior Vice President, Contract & Administration	
1.13 Acknowledgement State of <u>VA</u> , County of <u>Fairfax</u> On <u>5/30/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace RUNA MCCANN, NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Medicaid Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>31 May 2012</u>			
1.18 Approval by the Governor and Executive Council By:  DEPUTY SECRETARY OF STATE JUN 20 2012			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**State of New Hampshire
Standard Exhibit A
NH Medicaid CAHPS Survey
Scope of Services**

Section A. Introduction

The New Hampshire Department of Health and Human Services (DHHS), Office of Medicaid Business and Policy (OMBP) requested proposals for a Vendor to administer and report the results from a statistically sound sample of the current NH Medicaid population using the core (i.e., excluding supplements) Adult and Child versions of the Agency for Healthcare Research and Quality's Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey for Medicaid populations (<http://www.cahps.ahrq.gov/Surveys-Guidance/HP>). DHHS shall use the information gathered through the project as baseline information prior to the implementation of its Medicaid Care Management program that will shift most of New Hampshire's Medicaid program from a fee for service to a managed care program.

This contract is a fixed price contract for a 1-year period, and is subject to the DHHS and the State's contract review process and approval by the Governor and Executive Council.

Section B. Project Need

- B.1. The Contractor shall administer both the Child and Adult core CAHPS® surveys in the manner recommended by CAHPS® that meets or exceeds the sample size requirements of National Committee for Quality Assurance (NCQA): adults, draw of 1,350; children, draw of 1,650; and shall reach a minimum return of 411 for each. Data collection protocol shall be by mail with telephone follow-up for non-responders.
- B.2. The Contractor shall conduct the NH CAHPS® Survey in English and Spanish.

Section C. Project Kick-Off

- C.1. The Contractor shall conduct a teleconference kick-off meeting with DHHS within two days of contract approval to review the work plan, adjust the work plan as needed, discuss sample file layout requirements, arrange for secure receipt of member data and review survey materials.

Section D. Work Plan And Timeline

- D.1. The key personnel of the Contractor's project team shall include a Officer-in-Charge, Project Director, Project Manager, Assistant Project Manager, and Sampling Statistician. The Contractor shall not use any subcontractors.
- D.2. The Contractor shall update the following timeline for the project kick-off meeting.

Task	Dates
Conduct initial meeting, and finalize work plan and timeline Agenda for initial meeting Draft work plan and timeline Sample file design Conduct initial meeting Final work plan and timeline	June 6 - 11
Develop survey materials Receive logo and signature Format and finalize survey materials Send draft survey materials to DHHS for approval Receive comments on all survey materials Send final survey materials to DHHS for approval Receive approval on all survey materials Print and assemble survey materials	June 8 - 15
Sampling Finalize sample design	June 6 - 14

Task	Dates
Receive sample from DHHS Run sample through NCOA and CASS Build sample-tracking database	
Mail Data Collection Set up customer service toll-free telephone number Advance letter 1st questionnaire and cover letter Reminder postcard 2nd questionnaire and reminder letter	June 15 – July 6
Data Preparation Receive and enter data from mail returns Complete partial mail questionnaires by phone	June 29 – July 26
Telephone Data Collection Program CATI instrument Train interviewers Begin telephone interviews End telephone interviews Mail and telephone quality control	July 16 – August 5
Data Weighting and Analysis Clean and prepare data file; weight and analyze data	August 6 - 15
Write Summary report Prepare and submit summary report to DHHS	August 16 - 22

- D.3. Following the initial meeting, the Contractor shall deliver a finalized work plan and timeline to DHHS. This document shall present:
- D.3.1 Detailed task beginning and end dates,
 - D.3.2 Persons responsible for each task or deliverable,
 - D.3.3 Key decisions to be made,
 - D.3.4 Areas of DHHS staff involvement.
- D.4. The Contractor shall modify the work plan with DHHS' changes and approvals, along with the dates on which they were made throughout the course of the project.

Section E. Interview Data Sample

- E.1. DHHS shall supply data from which the Contractor shall draw the sample. The Contractor shall expect some mail returns given the nature of the Medicaid population.
- E.2. The Contractor shall work with DHHS to accurately calculate selection probabilities for each individual (adult and child) to support the sample weighting prior to DHHS submitting the sample frame to the Contractor on or before June 27, 2012.
- E.3. The Contractor shall provide a secure portal for sample data transfer to securely receive member data and preserve respondent confidentiality.
- E.4. DHHS shall provide the Contractor with the sample frame in an agreed-upon electronic format, such as SAS, SPSS, Excel, or ASCII, with the following information at a minimum for each sampled respondent, utilizing the most current data available:
- E.4.1 Unique identifier
 - E.4.2 First and last name
 - E.4.3 Gender
 - E.4.4 Date of birth
 - E.4.5 Complete address
 - E.4.6 Telephone number
 - E.4.7 Date of enrollment
 - E.4.8 Length of continuous enrollment (to verify eligibility)
- E.5. The Contractor shall receive 1,350 adult records and 1,650 child records from DHHS and shall:

- E.5.1 Conduct visual checks on a portion of the records
- E.5.2 Verify eligibility of sampled members based on the length of continuous plan enrollment (enrolled for six months or longer with no more than a 30-day break in enrollment during the six months)
- E.5.3 Follow the steps below to update address and telephone information originally provided by DHHS:
 - Use the National Change of Address (NCOA) and Coding Accuracy Support System (CASS) to obtain updated address information. Sample files shall be passed through these systems, as specified in the CAHPS® guidelines. This step shall correct addresses; discard records for which there is an NCOA match without a forwarding address (i.e., shown as “deceased” in the NCOA file), and improve the accuracy of ZIP+4 coding.
 - Perform frequent updates of address and telephone information during data collections process; obtained for respondents who have moved from mail-out pieces marked “Forwarding and Address Correction”.

Section F. Mail Survey

- F.1. The mail survey shall be the primary resource for data collection. The Contractor shall design it to reach, communicate with, and motivate respondents. It shall be easy to respond to and return; and shall be structured to maximize efficiency and accuracy of data entry.
- F.2. The mail portion of the study shall consist of four mail events:
 - F.2.1 Advance letter in English and with Spanish on the back side to 1,350 adult and 1,650 child potential respondents;
 - F.2.2 Cover letter and survey to 1,350 + 1,650 potential respondents;
 - F.2.3 Reminder postcard shall be sent to 1,350 + 1,650 potential respondents ten (10) days after the survey is mailed.
 - F.2.4 Second survey with reminder letter to 1,080 + 1,320 potential respondents
- F.3. The Contractor shall perform telephone follow-up with non-responders as described in Section J.

Section G. Develop, Format And Finalize Survey Materials

- G.1. The Contractor shall develop, format and finalize all survey materials, including advance letters, cover letters, core Child and Adult CAHPS® Medicaid surveys, and reminder postcards.
- G.2. The Contractor shall follow CAHPS® guidelines for the format and content of the mailings.
- G.3. General Formatting
 - G.3.1 All survey materials shall display the State of New Hampshire logo and shall conform to DHHS specifications.
 - G.3.2 All survey materials shall include, when appropriate, the signature of a high-level DHHS official.
 - G.3.3 DHHS shall provide logos and signature in hard copy as camera-ready artwork, as well as electronically as JPG or TIFF images. The Contractor shall typeset and print all materials in-house.
 - G.3.4 The Contractor shall address all mailings with the respondent’s full name, “Dear [First and Last Name].”
 - G.3.5 The Contractor shall include a unique master identification number for each respondent in barcode format on all survey materials to allow verification of respondents who complete the survey. This identification number shall also link information on all mailings to the Contractor’s sample-tracking database.
 - G.3.6 The Contractor shall establish a toll-free number for respondents to call to obtain more information about the survey.
- G.4. Advance Letters, Initial Cover Letters, And Reminder Letters

- G.4.1 The Contractor shall work with DHHS to craft a personalized advance letter that stresses relevance to the respondent and emphasizes the brevity of the survey. The contractor shall utilize incentives if DHHS desires to pursue this option.
- G.4.2 The Contractor shall translate the advance letter into Spanish, print the Spanish version on the backside of the advance letter, and include a toll-free phone number and instructions allowing respondents to request the mail survey in Spanish.
- G.4.3 The Contractor shall print the advance letters in black and white on 8½" × 11" paper, fold letters and seal them in standard envelopes labeled with "Forwarding and Address Correction".
- G.4.4 The Contractor shall compare returns to the original sample file to determine which respondents have already completed a survey and shall send a reminder letter and survey to respondents who have not yet completed a survey, using the same mail-out procedure described above.
- G.5. Postcards
 - G.5.1 The Contractor shall print reminder postcards in black and white, double-sided, and sized 8½"x 11"; with reminder text printed on one side, and address on the other. The final document shall be folded to 8½"x 5½" and wafer-sealed to comply with Health Insurance Portability and Accountability Act (HIPAA) guidelines.
 - G.5.2 The Contractor shall send a Spanish-language reminder postcard to responders who request a Spanish-language survey following the procedures listed in section G.5.1.
- G.6. Questionnaire
 - G.6.1 The Contractor shall utilize 39-41 questions for the core Adult and Child CAHPS® Medicaid questionnaires, with no supplemental questions.
 - G.6.2 The Contractor shall format the paper survey to accommodate potential challenges such as low literacy, impaired vision, and other barriers and shall utilize formatting possibilities approved for the CAHPS® by NCQA.
 - G.6.3 The Contractor shall laser-print the questionnaire in black and white on two 11"× 17" standard weight sheets of paper, and fold them to form an eight (8) page 8½"×11" booklet.
 - G.6.4 The Contractor shall require each mail-out packet to have a matched envelope, cover letter, survey, and a business reply envelope.
- G.7. DHHS shall have three business days to review and approve the documents once the survey materials are finalized.

Section H. Data Collection And Management Protocol

- H.1. The Contractor shall be responsible for the accurate data entry of the survey responses.
- H.2. The Contractor shall follow CAHPS® guidelines and shall consider a questionnaire complete when at least 80 percent of total questions are answered.
- H.3. The Contractor shall build a sample-tracking database for this project organized by individual record, and which shall include:
 - H.3.1 All variables received as part of the initial sample frame,
 - H.3.2 Scanned data from mail surveys as outlined in Section I to include a disposition assigned by the Contractor to each returned survey to indicate completeness, eligibility, or reason for non-response
 - H.3.3 Data collected from telephone surveys and follow-up to include information from the Contractor's Computer-Assisted Telephone Interviewing (CATI) system indicating interview completion, refusal or invalid phone numbers.
 - H.3.4 Variables added as the study progresses; such as flags to indicate the status of the advance letter, when it was mailed and whether it was sent back as undeliverable; the status of the questionnaire mailing; and the status of the reminder postcards.

- H.4. The Contractor project management staff shall use the sample-tracking database to manage the sample during data collection for immediate access to information about mailings, returned questionnaires awaiting scanning, current response rates, and telephone record dispositions.
- H.5. The Contractor shall use information from the database to prepare weekly status reports tracking survey progress.
- H.6. The Contractor shall utilize the sample-tracking database to prepare mail and telephone data for analysis, to include removal of ineligible cases; coding, entering, and cleaning the data, and auditing processed data against hard-copy surveys.

Section I. Receive and Scan Mail Survey Returns

- I.1. The Contractor shall:
 - I.1.1 Record the date on which they receive each mail survey from respondents upon receipt.
 - I.1.2 Open all surveys and process blank or partially completed responses within two days of receipt.
 - I.1.3 Log surveys in the survey-tracking database; capturing the individual master identification number, date of receipt, and whether the survey was from the first or second mailing.
 - I.1.4 Visually scan all returned questionnaires to verify completeness and to detect obvious errors and inconsistencies based on CAHPS® guidelines.
 - I.1.5 Electronically scan all returned surveys for data entry using EnergyStar®-rated Kodak scanners and a leading optical mark recognition (OMR) Windows-based forms-processing software package. The software shall provide a number of additional efficiencies, including mark-up recognition, optical character recognition (OCR), barcode recognition, handwriting capture, quality control and change logs.
- I.2. The Contractor shall manage incomplete or unreadable questionnaires on a case-by-case basis and shall contact the respondent by telephone to complete missing or unreadable items when a questionnaire is considered incomplete.
 - I.2.1 The Contractor shall make a minimum of 10 attempts to contact respondents following protocols described in Section J.
 - I.2.2 The Contractor shall manually data-enter responses when a survey is unable to be scanned.

Section J. Conduct Telephone Follow-Up With Non-Responders

- J.1. The Contractor shall utilize the telephone portion of the study to contact mail non-responders, following the CAHPS® specifications set forth by NCQA. The Contractor shall administer adult and child questionnaires an average of seven minutes in length.
- J.2. The Contractor shall utilize the CfMC CATI package to program and field the NH CAHPS® phone study to provide call management and quota controls, inbound calling capabilities, multilingual interviewing capabilities, data back-up and monitoring, and incidence tracking. The Contractor shall utilize the following features of this system:
 - J.2.1 Integration of the telephone sample into the CATI system;
 - J.2.2 Recognition of numeric, text, multiple-choice, and other question types;
 - J.2.3 Use of skip patterns and quality control logic such as range and error checks;
 - J.2.4 Automatic termination and assignment of proper dispositions to records disqualified by screening;
 - J.2.5 All partial data saved before suspension of interviews terminated before completion;
 - J.2.6 Help screens accessible on any question;
 - J.2.7 Standardized reports, such as sample disposition reports, interviewer productivity reports, etc.;
 - J.2.8 Multiple factors to determine call prioritization and assignment, to ensure that appointments are never missed and all dispositions receive appropriate and timely attempts; and,
 - J.2.9 Data analysis capabilities available at any time during the data collection process.

- J.3. The Contractor shall utilize CATI system programming to control data entry and survey logic and to reduce the possibility of administrative and data entry errors; utilizing the quality control features to include:
- J.3.1 The Contractor shall program the survey instrument to utilize skips and branches to automatically guide interviewers through the survey and eliminate unnecessary or inappropriate questions.
 - J.3.2 The Contractor shall program CATI system to include hard range and logic checks to prevent the entry of unacceptable or inconsistent responses.
 - J.3.3 The Contractor shall manually verify all logical edits and skip patterns by logging directly into the networked CATI system and meticulously working through the questionnaire as if actually conducting a survey.
- J.4. The Contractor shall perform a structured quality assurance process on all survey instruments to ensure the integrity of the CATI system programming.
- J.4.1 The Contractor programmers shall transform the final approved survey questionnaire into CATI scripts.
 - J.4.2 The Contractor shall test the CATI survey in several phases after completion of programming:
 - The Contractor programmer shall review survey logic for consistency and ease of management in the CATI software, resolve discrepancies and problems with project management staff and create CATI scripts.
 - An independent programmer shall create a check program to test survey data to ensure data conforms to the skip patterns.
 - The Contractor programming team shall utilize the check program to generate random test cases of all possible response combinations to confirm there are no errors.
 - The Contractor project management staff shall visually review the survey to verify correct wording and easy to read screen layout.
 - The Contractor shall conduct scenario testing and mock interviews.
 - DHHS staff shall review an electronic test version of the final survey.
 - J.4.3 The Contractor shall repeat this process until DHHS approves the CATI questionnaire for the NH CAHPS® survey.
- J.5. The Contractor shall train interviewers on the NH CAHPS® Project. The Contractor shall produce a training manual and project management staff shall oversee training sessions.
- J.6. The Contractor shall maintain an interviewer/supervisor ratio of no greater than 10:1 once data collection begins to ensure adequate monitoring, floor-walking, and attention to any problems that arise during survey implementation.
- J.7. The Contractor shall utilize the following protocol to conduct the NH CAHPS® survey:
- J.7.1 The Contractor shall make a minimum of five (5) attempts to reach an eligible member for each working telephone number in the sample frame. Each call attempt shall allow a minimum of five rings.
 - J.7.2 The Contractor shall call each number a minimum of three (3) times over a two-week period, or until a completed interview is achieved. If a respondent is contacted on the last call, and an interview cannot be completed, another attempt shall be made.
 - J.7.3 The Contractor's CATI system shall automatically handle call-backs for "no-answer," "busy," and "answering machine" outcomes.
 - The Contractor shall call back lines with a busy signal a minimum of two (2) times in a calling session, at 20-minute intervals. When the line is still busy after the second attempt, the Contractor shall attempt to complete the call during the next calling shift, until the record is resolved. If the line is still busy after the fifth calling occasion, the

- Contractor shall contact the telephone company to verify the number is still in service.
- The Contractor shall call back lines with repeated no-answers at different times of the day and days of the week utilizing the following CATI system logic: For calls made between 5 PM and 6 PM respondent time resulting in a no-answer, the record shall be placed in the 8 PM - 9 PM queue of the same shift. If the number is not reached during that shift, the record shall be automatically cycled to the next shift, according to the logic defined for the calling schedule.
 - The Contractor shall handle answering machine outcomes as a no-answer.
- J.8. The Contractor shall provide respondents with the option to schedule the telephone interview at a more convenient time, setting an exact time and restarting the interview where it left off. The CATI system call history screen shall include the future record's call history screen to inform the interviewer that the call is a scheduled appointment and to describe the circumstances of the original contact. The CATI system shall send the call back to the interviewer who began the survey to take advantage of existing rapport, if the interviewer is available.
- J.9. The Contractor project team shall employ strategies to minimize the inability to contact a respondent and unwillingness of respondents to cooperate.
- J.9.1 The Contractor interviewing schedule and CATI system software shall ensure that telephone numbers included in the sample are distributed according to CAHPS® protocol which require calls to be distributed at different times of the day, and on different days of the week.
- J.9.2 The Contractor shall call outstanding records near the end of the interviewing period to maximize response rates.
- J.9.3 The Contractor shall handle uncooperative respondents individually with customized procedures. If a respondent refuses to be interviewed or terminates an interview in-progress, the interviewer shall attempt to determine the reason and shall enter this information in the CATI system. The Contractor shall compile these case histories and review them to identify specific plans of action for follow-up.
- J.9.4 The Contractor shall print a toll-free number on all mailed materials for respondents to call with questions related to the survey. . The telephone number shall ring into the Contractor's CATI data collection center, and a supervisor shall answer during business and data collection hours (9 AM to 9:30 PM Monday through Friday, and 10 AM to 9:30 PM Saturday and Sunday EST). Bilingual supervisors shall be available to speak with Spanish-speaking respondents.
- J.10. The Contractor shall develop an Interactive Voice Response (IVR) system in English and Spanish as a means to respond to calls received outside of business and data collection hours. The IVR shall include options for learning more about the survey, learning about participant confidentiality, and an option to leave a message. A Contractor representative shall return the call in less than 24 hours, and typically within 12 hours. The Contractor shall log all questions arising from respondent calls, along with the response to these inquiries to allow call center representatives to answer repeated questions quickly and consistently and to help project management identify patterns in respondent questions and review the response quality.
- J.11. The Contractor shall provide study-specific information to guide call center representatives when answering respondents' questions. The Contractor shall provide contact information for DHHS to those respondents who wish to contact DHHS directly.

Section K. Weighting

- K.1. The Contractor shall perform any necessary weighting of the sample for age, gender, and enrollment category, and shall summarize each variable in the sample; providing the sample results, the weighted population, percentages, standard errors, and 95% confidence intervals upon finalization of the survey.

K.2. The Contractor shall work with DHHS to accurately calculate selection probabilities for each individual (adult and child) to support the sample weighting prior to DHHS submitting the sample frame to the Contractor.

K.2.1 The base weights for each individual shall be the inverse of their selection probability.

K.2.2 The Contractor shall adjust for differential non-response to the survey, calculated by ratio adjusting the base-weighted sample to match the population for various characteristics, including age, gender, and enrollment category.

K.2.3 After the non-response adjustment, the weighted sample shall reflect the population with respect to these variables and shall reduce the risk of non-response bias.

Section L. Data Analysis, And Reports

L.1. The Contractor shall summarize each variable and provide two sets of univariates (one each for adults and children). The Contractor shall:

L.1.1 Create a summary report that contains the frequency distribution of each categorical variable and descriptive statistic (e.g., range, mean, median, and mode) for each continuously distributed variable,

L.1.2 Format reports to follow questionnaire ordering for ease of reference to the survey data and data dictionary

L.1.3 Create a template for each table type including question text and variable name and containing the sample result and the weighted population estimate

L.1.4 Annotate the tables to denote any data validity concerns,

L.1.5 Obtain DHHS formatting approval before proceeding with the full summary report.

L.2. The Contractor is not required to interpret this data in the summary report for DHHS but shall indicate any areas of concern about the validity of the information.

L.3. The Contractor shall supply the member-level survey response data files in a SAS, SPSS, or another agreed upon flat, delimited, file format along with a data dictionary.

Section M. Quality Assurance Procedures

M.1. The Contractor shall utilize systematic quality assurance (QA) procedures at every step of the NH CAHPS® survey.

M.2. Mail Quality Control: The Contractor shall employ three forms of quality control in-house at their Martinsville Operations Center for questionnaire mailings.

M.2.1 The Contractor shall match each respondent's letter(s) and questionnaire(s) by master identification number. The Contractor shall use window envelopes to avoid mismatched letters, questionnaires, and envelopes.

M.2.2 The Contractor shall update addresses using the National Change of Address (NCOA) Database

M.2.3 The Contractor shall utilize different mail clerks to verify every piece, and a supervisor shall review every 25th piece of mail to ensure:

- Contents of the outbound envelope are accurate;
- Materials are properly matched via the individual master identification numbers;
- Correct letter text is used;
- Print material is of high print quality;
- Appropriate address and postage information is present;
- All segments of a sampling frame are represented in the mailing; and,
- All survey mailings contain a Business Reply Envelope (BRE).
- Envelopes have postage and are sealed (5% sample)
- Initial sample counts match counts of printed and posted material (100%)

M.2.4 The Contractor shall utilize mail "seeds" to allow project management staff and DHHS to receive samples of each mailing.

M.3. Testing of CATI Program

- M.3.1 The Contractor shall test each response to each question, and each path through the survey (100%)
- M.3.2 The Contractor shall review frequencies from randomly generated data to ensure the program is organizing data properly and recording values according to the specifications (100%)
- M.3.3 The Contractor shall develop a skip check program to check data against conditions specified in the Microsoft Word version of the questionnaire (100%)
- M.3.4 The Contractor shall provide DHHS with an electronic test version of the programmed survey (100%)
- M.4. Call Monitoring:
 - M.4.1 The Contractor shall verify all Interviewers for the NH CAHPS® survey receive general 12-hour training (100%) and project-specific training led by the ICF project management (100%)
 - M.4.2 The Contractor shall provide CATI supervision at a ratio of one (1) Supervisor hour for every ten (10) Interviewer hours, and shall provide quality assurance monitoring at a ratio of one (1) Quality Assurance Monitor hour for every twenty (20) Interviewer hours.
 - M.4.3 The Contractor shall review call center shift reports and internal project tracking reports daily (100%) and hold a daily briefing call with Contractor call center management (100%)
 - M.4.4 The Contractor shall provide a call center with a team of Quality Assurance (QA) specialists dedicated solely to unobtrusive electronic monitoring of interviews in-progress, and providing performance feedback to interviewers. The Contractor shall utilize a process by where they tap into each interviewer's telephone line from a separate area in the call center and observe the interviewer's screen as he or she enters data into the CATI system. The Contractor shall require QA specialists to monitor a minimum of 10 percent of interviews for the NH CAHPS® survey project.
 - M.4.5 The Contractor project management staff shall separately monitor a minimum of ten (10) interviews per week throughout survey fielding in addition to the minimum ten (10) percent QA monitoring standard to provide additional feedback to interviewers and allow the Contractor to identify additional needs for interviewer training.
 - M.4.6 The Contractor shall score Interviewers on performance measures to include reading verbatim, establishing respondent rapport, presenting professionally, maintaining control of the interview, and avoiding and converting refusals. The Contractor shall record these scores on a QA rating form. QA specialists shall monitor calls made on incomplete interviews to verify interviewers code dispositions properly, leave useful messages for the next interviewer, and attempt to complete an interview on each contact. Both the QA specialist and interviewer shall sign the QA rating forms after each monitoring
 - M.4.7 The Contractor QA specialist shall role-play with Interviewers to practice techniques to convert refusals.
 - M.4.8 The Contractor shall utilize systematic procedures to monitoring Interviewer performance during data collection and shall temporarily remove ineffective interviewers from the study while they receive additional training and coaching. The Contractor shall remove an Interviewer from the study if he or she fails to conform to standards for data collection.
- M.5. Monitoring Recorded Interviews: The Contractor shall maintain a 14-day library of recorded CATI interviews to allow for additional quality assurance reviews by both ICF's and DHHS's team members. The Contractor shall utilize their database to house the majority of attempts, to include completed interviews and introductions, no-answers (e.g., answering machines and privacy managers). The Contractor and DHHS shall use recorded interviews to:

- M.5.1 Make monitoring more convenient for DHHS. The Contractor shall retrieve a set of interviews for DHHS upon request if DHHS staff has not had a chance to monitor interviews.
- M.5.2 Add qualitative perspective to quantitative data by allowing researchers to listen first-hand to the nuances of respondents' reactions and answers.
- M.5.3 Stimulate interviewers to consistently achieve the highest performance standards and to adhere to all study protocols.
- M.5.4 Train newer interviewers by having them listen to and evaluate exemplary interviews.
- M.5.5 Train more experienced staff by sharing excellent refusal aversion and conversion scenarios.
- M.6. Off-Site Monitoring For DHHS: The Contractor's remote monitoring system shall allow DHHS visual and auditory monitoring of any interview at DHHS' request.
 - M.6.1 The Contractor shall enable DHHS staff to hear interviews, with a separate line to permit DHHS to communicate with the QA specialist and/or project manager during the session without interrupting the interview.
 - M.6.2 The Contractor shall provide a web-based interface to allow DHHS staff to observe data entry to the CATI program during interviews. The web-based interface shall have a chat feature, providing a means of communicating with other participants who are also monitoring.
 - M.6.3 The Contractor shall encourage DHHS to participate in remote monitoring for purposes of receiving DHHS feedback.
- M.7. The Contractor shall allow DHHS staff to make an on-site visit to directly observe the Contractor's call center facilities, interviewers, and procedures. While visiting, DHHS staff shall monitor live interviews by tapping into an interviewer's phone line on the call center floor or watch what the interviewer is entering from a remote computer screen connected to the interviewer's station.
- M.8. Preparation of Data Files
 - M.8.1 The Contractor shall clean and back-code open ended responses (100%)
 - M.8.2 The Contractor shall assign a final disposition to each record (100%)
 - M.8.3 The Contractor shall produce frequency tabulations of every question and variable to detect missing data or errors in skip patterns (100%)
- M.9. Weighting
 - M.9.1 The Contractor shall have a second sampling statistician perform an independent review of the weighting code (100%)
 - M.9.2 The Contractor shall check range and values of adjustments and evaluate selection probabilities (100%)
 - M.9.3 The Contractor shall perform an independent review of weighting variable definitions (100%)
- M.10. Data Analysis and Report
 - M.10.1 The Contractor shall have a second sampling statistician review the analysis plan and steps (100%)
 - M.10.2 The Contractor shall perform an independent review of data processing and analysis code (100%)
 - M.10.3 The Contractor shall perform an independent verification of figures in the final report (20%)

Section N. Security

- N.1. The Contractor shall use standards and guidelines published by the NIST to ensure the secure collection and storage of NH CAHPS® survey information. The Contractor shall utilize a information security process based on the approach prescribed by the Federal Information Security Management Act of 2002 (FISMA, 44 U.S.C. §3541 et seq.) as implemented by the Office of Management and Budget (OMB) in Circular A-130 and other policy documents.

Governing standards include Federal Information Processing Standards (FIPS) 140-2, 199 and 200; with best practices and supplemental guidance provided by NIST's 800 series Special Publications (SP). The Contractor shall follow all relevant CDC and Federal policies, regulations, and legislation, including the HHS-IRM Information Security Program Policy, the E-Government Act of 2002, and HIPAA, as applicable.

N.2. Minimum Contractor security controls shall include:

- N.2.1 The Contractor shall secure its network with an EAL 5 certified Borderware Firewall. No external Internet traffic shall be allowed to the internal network. All external resources shall be located in a DMZ zone on the Borderware Firewall.
- N.2.2 The Contractor shall protect all data in transit within the Contractor's organization with FIPS-140-2 compliant encryption software, in the form of Tectia SSH/SCP or Microsoft RDP protocols.
- N.2.3 The Contractor shall protect all data at rest with FIPS-140-2 compliant encryption software, in the form of Secure Doc Whole disk encryption and PGP.
- N.2.4 The Contractor shall protect the NH CAHPS® survey with group permissions, which shall allow access only to approved staff. Invalid access attempts to data shall be immediately reported to Contractor System Administrators.
- N.2.5 The Contractor shall require all facilities within the Contractor's organization to meet NIST 800-53 low protocols for physical security. The Contractor shall monitor and record entry points 24 hours a day, 7 days a week and shall electronically control access, allowing only approved personal into the facility.

Section O. News Releases

- O.1. The Contractor shall not issue news releases, Internet postings, advertisements, or any other public communications pertaining to this project without prior written approval of DHHS.

Exhibit B
Methods and Conditions Precedent to Payment
Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey – Adult and Child
Versions Contract

Payment shall be made to the Contractor on a monthly basis, up to a total maximum of \$25,974 as specified in Section 1.8, Price Limitation, of the General Provisions. Reimbursement in year one shall start in June 2012, or date of approval of contract by Governor and Executive Council, whichever is later.

Invoices shall be submitted monthly, on Contractor letterhead, to:

Andrea Stewart
 Office of Medicaid Business and Policy
 129 Pleasant Street – Brown Building
 Concord, NH 03301-3857

The monthly invoice shall identify charges for deliverables and support on an item basis, aggregated to a total amount for the month.

The Contractor agrees to request and receive prior written approval from the State to engage any subcontractors under this Agreement, and further agrees to pay the expenses of any subcontractors awarded under this Agreement in accordance with Exhibit A, Scope of Services.

The Contractor agrees to request and receive prior written approval from the State for any modifications to the project budget, which change any expenditure levels from the levels projected in the budget of this Agreement.

The Contractor agrees to use and apply all payments made by the State for direct and indirect costs and expenses associated with the execution of this Agreement. The Contractor's expenses for administration of any subcontractors shall not exceed the amounts identified in the project budget. Allowable costs and expenses shall be determined by the State in accordance with the project budget and applicable state and federal laws and regulations.

The Contractor agrees to not use or apply such payments for capital additions or improvements, dues to societies and organizations, entertainment costs, or any other costs not prior approved in writing by the State.

Payment for contracted services shall be made through the Activities/Deliverables/Milestones Pricing Worksheet for four months. Payments shall be made upon receipt of Contractor invoices that identify the contract components delivered and are consistent with the negotiated payment schedule. The total contract payment from DHHS shall not exceed the agreed upon contract price. Estimated deliverable dates are included for reference. Monthly invoices should include only those deliverables that occurred during the month being billed for.

Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List

Deliverable Date	Description	Amount
SFY 2012		
06/30/2012	Finalization of Survey Respondent Sample, Survey Materials	\$12,987
Total		\$12,987
SFY 2013		
07/31/2012	Monthly Installment	\$6,494
Either 8/31/2012 or 9/30/2012	Project Completion, Paid Upon Acceptance of All Deliverables	\$6,493
Total		\$12,987
Grand Total		\$25,974

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

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

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

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

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

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

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

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

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the

regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Office of Medicaid Business and Policy, 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.

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

SPECIAL PROVISIONS - DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

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

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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

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

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

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

The State of New Hampshire and ICF have agreed to the following modifications to Section 14 Insurance in the P-37 standard contract terms and conditions.

14. INSURANCE.

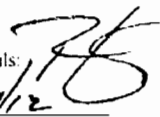
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on an ACORD Form Certificate of Insurance 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 five (5) days upon the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause that should the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.


5/30/12

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 GRANTEEES 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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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)
126 College Street, Burlington, Chittenden County, VT 05401
980 Beaver Creek Drive, Martinsville, Henry County, VA 24112

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

ICF Macro, Inc.	From: 5/30/12 To: 6/30/13
(Contractor Name)	(Period Covered by this Certification)

Robert F. Toth, Senior Vice President, Contract & Administration
(Name & Title of Authorized Contractor Representative)

	May 30, 2012
(Contractor Representative Signature)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor 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

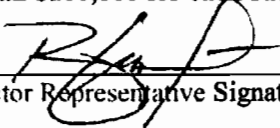
Contract Period: through June 30, 2013

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



(Contractor Representative Signature) Robert F. Toth, SVP, Contract & Administration
(Authorized Contractor Representative Name & Title)

ICF Macro, Inc. May 30, 2012

(Contractor Name) (Date)

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NH Department of Health and Human Services

STANDARD 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 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


- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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 (1)(b) of this certification; and
 - (d) 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.
- (2) 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

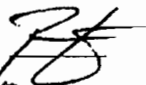
By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

	Robert F. Toth, SVP, Contract & Administration
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
<hr/>	
ICF Macro, Inc.	May 30, 2012
(Contractor Name)	(Date)

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Contractor Initials: 
Date: 5/30/12

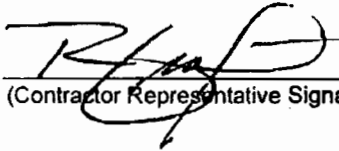
NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Robert F. Toth, SVP, Contract & Administration

(Authorized Contractor Representative Name & Title)

ICF Macro, Inc.

(Contractor Name)

May 30, 2012

(Date)

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NH Department of Health and Human Services

STANDARD 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 Representative Signature)

Robert F. Toth, SVP, Contract & Administration
(Authorized Contractor Representative Name & Title)

ICF Macro, Inc.
(Contractor Name)

May 30, 2012
(Date)

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NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

RB
5/30/12

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

N. H. Department of Healthy Human Services ICF Macro, Inc.
The State Agency Name Name of the Contractor

Kathleen A. Dunn [Signature]
Signature of Authorized Representative Signature of Authorized Representative

Kathleen A. Dunn Robert F. Toth
Name of Authorized Representative Name of Authorized Representative

Medicaid Director SVP, Contract & Administration
Title of Authorized Representative Title of Authorized Representative

5/31/12 May 30, 2012
Date Date

STANDARD EXHIBIT J

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

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

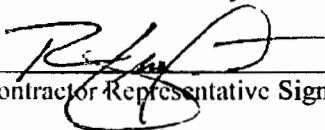
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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.


Robert F. Toth, SVP, Contract & Administration

 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

ICF Macro, Inc. May 30, 2012

 (Contractor Name) (Date)

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 066783721

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

 NO X YES

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

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

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

 NO X YES

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

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

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

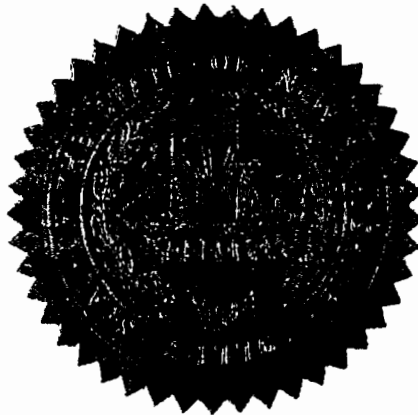
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Initials: FB
Date: 5/30/12

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ICF Macro, Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on December 23, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of May, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

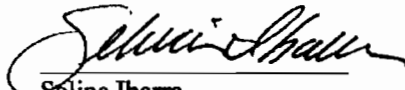
ICF MACRO, INC.

OFFICER CERTIFICATE

The undersigned, SELINA IBARRA, hereby certifies:


1. That she is the duly elected and appointed Assistant Secretary of ICF Macro, Inc., a Delaware corporation (the "Company"), and, as such, has access to the corporate records, minute books, and tax records of the Company, and is familiar with the matters therein contained and herein certified; and
2. That ROBERT TOTH is the duly elected and appointed Senior Vice President, Contracts and Administration of the Company, and in that capacity is authorized to bind the Company to all terms and conditions of bids, proposals, contracts and other specific actions that may be directed by the Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, and has authority to sign any and all documents necessary to complete the aforementioned.

IN WITNESS WHEREOF, I have executed this certificate on this 30th day of May of 2012 and have affixed the corporate seal of the Company.


Selina Ibarra
Assistant Secretary
ICF MACRO, INC.



I, Terrance McGovern, Senior Vice President and Treasurer of ICF Macro, Inc., hereby certify that SELINA IBARRA is the duly elected and qualified Assistant Secretary of ICF Macro, Inc. and further attest that the signature appearing above is her genuine signature.


Terrance McGovern
Senior Vice President and Treasurer
ICF MACRO, INC.