



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-5194 1-800-852-3345 Ext. 5194
Fax: 603-271-7623 TDD Access: 1-800-735-2964



January 23, 2013

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, Division of Public Health Services, Bureau of Public Health Statistics and Informatics, Health Statistics and Data Management Section to enter into an agreement with ICF Macro, Inc. (Vendor #175716-R001), 11785 Beltsville Drive, Calverton, MD 20705, to plan, organize, test, and implement the annual Behavioral Risk Factor Surveillance Survey, to be effective February 6th, 2013, or date of Governor and Council approval, whichever is later, through December 31, 2014 in an amount not to exceed \$662,455.00. Funds are available in the following accounts for State Fiscal Year 2013, and are anticipated to be available in State Fiscal Years 2014 and 2015, depending upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified, between State Fiscal Years.

97.63% FLD .48% GEN
1.89% OTHER

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH STATISTICS AND INFORMATICS,
BRFS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	519-500360	BRFSS Behavior Risk Factor	90016400	\$142,440.00
			Sub Total	\$142,440.00
SFY 2014	519-500360	BRFSS Behavior Risk Factor	90016400	\$304,227.50
	519-500360	BRFSS Behavior Risk Factor	90016402	\$12,500.00
			Sub Total	\$316,727.50
SFY 2015	519-500360	BRFSS Behavior Risk Factor	90016400	\$167,787.50
			Sub Total	\$167,787.50
			Total	\$626,955.00

05-95-90-902015-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Prog Svc	90077011	\$21,000.00
			Sub-Total	\$21,000.00

05-95-90-900510-5173 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH STATISTICS AND INFORMATICS, EPH
TRACKING

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90041000	\$14,500.00
			Sub-Total	\$14,500.00
			Total	\$662,455.00

EXPLANATION

Funds in this agreement will be used to provide telephone survey data collection services as part of the annual Behavioral Risk Factor Surveillance Survey. The Behavioral Risk Factor Surveillance Survey is a statewide, random telephone survey of adults that has been conducted each year in New Hampshire for the past twenty years. The survey period begins in January of each year and continues for the next twelve consecutive calendar months without interruption. This survey is administered in all fifty states and is in large part funded by the Centers for Disease Control.

The objective of the Behavioral Risk Factor Surveillance Survey is to measure the prevalence of specific health risk behaviors among New Hampshire citizens as well as to understand their knowledge of both the health risks and health benefits that can be influenced by individual behavior. The telephone survey provides information about health related behaviors at the state and county levels as well as for the Cities of Manchester and Nashua. Information is also collected about the prevalence of health conditions such as asthma, diabetes and cardiovascular disease. No personally identifiable information is collected, and the individuals contacted choose to participate, or to not participate, in the survey.

The information from the survey is used by the Department of Health and Human Services to plan, implement and evaluate health programs and to identify high-risk segments of the population for focused education, outreach and other types of health promotion and disease prevention activities. This information is also used to inform policy makers and the public to assist with setting health program priorities. The Behavioral Risk Factor Surveillance Survey is the only comprehensive source of data for measuring general health status, behavior, prevention and screening in the adult population in New Hampshire.

In addition to administering the Behavioral Risk Factor Surveillance Survey, ICF Macro, Inc. will conduct a special project for a callback to Behavioral Risk Factor Surveillance Survey respondents who self-identify as asthmatics. The interview period for this asthma callback survey begins in January and continues through the following February.

Should the Governor and Council not authorize this request, information on the prevalence of health risk behaviors among New Hampshire residents will not be available. Furthermore, the Department of Health and Human Services would not be able to measure long-term changes in the health of the public, and thus would be unable to evaluate the performance of its health improvement programs. In extreme situations, the suspension of the Behavioral Risk Factor Surveillance Survey could impede the State's ability to expeditiously gather information to respond to emerging disease outbreaks or natural disasters.

ICF Macro, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services website for a period of eight weeks (August 20 - October 12, 2012).

There were eight responders to the Request for Proposals, and the proposals submitted by these responders were evaluated by a team of four reviewers with expertise in the general use of health data and in the use of Behavioral Risk Factor Surveillance Survey data specifically. The team consisted of three reviewers from the Department of Health and Human Services and a reviewer from outside the Department of Health and Human Services. All reviewers had between five and thirty years of experience directing health programs, conducting health research, or performing data analysis for various health programs. Areas of specific expertise include the epidemiology of chronic and communicable diseases, occupational safety and health surveillance, and the management of public health programs.

The proposals were scored based on the following criteria: proposal formatting and adherence to instructions, bidder's experience and capacity, bidder's plan of operation, and budget justification.

Due to the closeness of the scores greater weight was given to the cost as per the RFP, the review committee recommended ICF Macro, Inc. for funding as its bid was \$105,467 lower than the bid submitted by Issues and Answers, Inc. The bid summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the agreement:

- Collect, on average, 580 complete or partially complete surveys of selected New Hampshire adults aged 18 or older per month and no fewer than 7,000 complete or partially complete surveys per year.
- Maintain an overall survey response rate of no lower than 90.0%

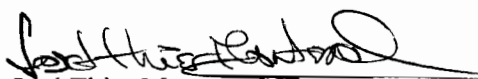
The geographic area to be served is statewide.

The geographic area to be served is statewide.

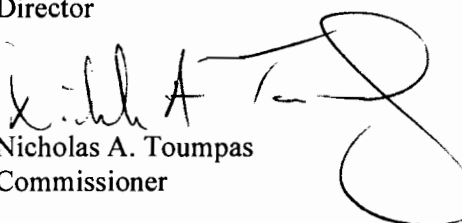
Source of Funds: These funds are 97.63 % Federal Funds from the Centers for Disease Control and Prevention, 0.48 % is General Funds, and 1.89 % is from Other Funds (Dartmouth Colorectal Cancer Screening Program).

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

Respectfully submitted,


José Thier Montero, MD
Director

Approved by:


Nicholas A. Toumpas
Commissioner

Program Name Behavioral Risk Factor Surveillance System (BRFSS)
Contract Purpose Telephone Survey Services
RFP Score Summary

RFA/RFP CRITERIA	Max Pts	Abis Associates	University of NH, Durham	Issues & Answers	University of Alabama	University of Nebraska	Washington State University	Personal Group Inc.	ICF Macro
Avg Capacity	30	30.00	25.00	30.00	30.00	25.00	21.00	20.00	28.00
Program Structure	50	42.00	36.00	49.00	44.00	46.00	40.00	32.00	47.00
Budget & Justification	15	13.00	11.00	12.00	13.00	15.00	10.00	10.00	13.00
Format	5	5.00	5.00	5.00	5.00	4.00	5.00	3.00	5.00
Total	100	90.00	77.00	96.00	92.00	90.00	76.00	65.00	93.00

BUDGET REQUEST									
Year 01		\$476,566	\$297,935	\$383,840	\$284,318	\$383,439	\$365,633	\$375,052	\$326,594
Year 02		\$495,628	\$305,906	\$383,840	\$295,033	\$396,043	\$374,690	\$394,494	\$335,861
Year 03		-	-	-	-	-	-	-	-
TOTAL BUDGET REQUEST		\$972,194	\$603,841	\$767,680	\$579,351	\$779,483	\$740,324	\$769,546	\$662,455
BUDGET AWARDED									
Year 01		-	-	-	-	-	-	-	\$163,440.00
Year 02		-	-	-	-	-	-	-	\$331,227.50
Year 03		-	-	-	-	-	-	-	\$167,787.50
TOTAL BUDGET AWARDED		-	-	-	-	-	-	-	\$662,455.00

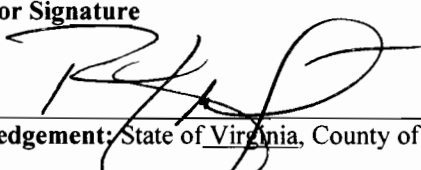
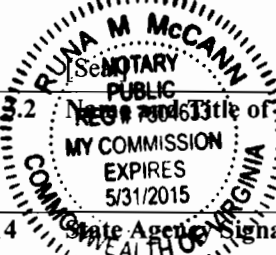
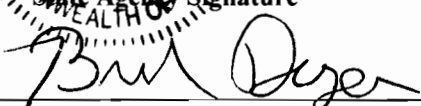
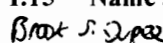
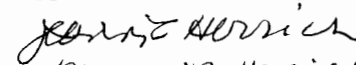
RFP Reviewers

Name	Job Title	Dept/Agency	Qualifications
1 Kim Lim, Ph.D, MPH, MPA	BRFSS Coordinator	Dept. of Public Health Service-Health Statistics	Kim Lim is the current BRFSS coordinator/Project Director. He was a Assistant Professor in Community Health Education for 5 years with the SUNY of New York at Cortland. He had worked 10 years for the Maine Dept. of Labor as an occupational safety and health epidemiologist, managing the federal Bureau of Labor Statistics and Federal OSHA injury surveillance program.
2 Brook Dupoe	Bureau Chief	Bureau of Public Health Statistics and Informatics	Mr Dupoe has over 30 years of experience in managing public health programs, and is presently responsible for the production of New Hampshire's health statistics.
3 Susan Knight, MSPH	Epidemiologist	Dept. of Public Health Service-Asthma Control Program	Ms. Knight was the NH BRFSS Coordinator from 2005 through 2011. In total, she has worked as a public health epidemiologist for 19 years with experience in collection, analysis and reporting of survey data. Ms. Knight is currently the epidemiologist and evaluator for the DPHS Asthma Control Program.
4 Ashley Conley, MS	Epidemiologist	Nashua Health Dept.-Division of Public Health	Ms. Conley has been employed with the City of Nashua, Division of Public Health & Community Services as an epidemiologist since 2009. Her epidemiological expertise includes infectious/communicable diseases prevention, public health emergency preparation and public health data collection, surveillance, interpretation, investigation, and information dissemination.

Subject: Behavioral Risk Factor Surveillance System (BRFSS) Contract for 1/1/13 to 12/31/14**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name ICF Macro, Inc.		1.4 Contractor Address 11785 Beltsville Drive, Calverton, MD 20705	
1.5 Contractor Phone Number 802-264-3730	1.6 Account Number 010-090-8667-519-500360 010-090-5171-102-500731 010-090-5173-102-500731 010-090-5667-102-500731	1.7 Completion Date 12/31/14	1.8 Price Limitation \$662,455.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN. APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4516	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert F. Toth, Senior Vice President, Contracts & Administration	
1.13 Acknowledgement: State of <u>Virginia</u> , County of <u>Fairfax</u> On <u>November 29, 2012</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  Lisa L. Bujno, Bureau Chief	
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:  Varne P. Herick, Attorney On: <u>31 Dec. 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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.

NH Department of Health and Human Services

Exhibit A

Scope of Services

New Hampshire Behavioral Risk Factor Surveillance System (BRFSS)

CONTRACT PERIOD: 1/1/2013 or date of G&C approval, whichever is later, through 12/31/14

CONTRACTOR NAME: ICF Macro Inc.

ADDRESS: 11785 Beltsville Drive, Calverton, MD 20705

(Agency Contact's Title): James J. Dayton, Sr. Vice President

TELEPHONE: (802) 863-9600

The Contractor shall: in cooperation with and under the auspices and direction of DPHS and according to specifications of the federal Centers for CDC provides the following services:

Survey Methodology

- The Contractor will utilize methods specified by CDC and outlined in the Behavioral Risk Factor Surveillance System Operational and User's Guide.
- The Contractor will employ a sampling plan approved by CDC and DPHS. Sampling methods may vary from year to year and may employ either a single statewide sample or disproportionate random sampling from 12 or more geographically defined strata. Sampling plans may include "zero blocks" which are strata included to assure that blocks of phone numbers with no listed numbers are sampled.
- The Contractor will obtain monthly list of telephone numbers from CDC, Behavioral Surveillance Branch (BSB) or, if not available from CDC, BSB, from another source approved by CDC and DPHS.
- The Contractor will provide additional training to a selected number of interviewers to handle respondent refusal conversion and supervision of interviewers, using guidelines agreed upon by CDC.
- The Contractor will assure that the data entry software program is designed to accept data and to output data in an identical format to that used by CDC for the BRFSS project.
- The Contractor will process and deliver data in ASCII format to the CDC and DPHS in SAS format by the 20th day of each month following data collection.
- Maintain all written reference materials and interviewer instructions and provide these to DPHS upon request. Retain one copy of all deliverables for a period of one year after the end of the calendar year during which interviewing occurred.
- The Contractor will provide a mechanism to, within 24 hours; codes specified records as final refusals and provide call histories at the request of DPHS.

- In addition to any necessary monthly changes, the Contractor will be prepared to respond quickly to develop, modify, or expand survey content and/or data collection procedures in response to a public health emergency or other unforeseen issue that may arise during a calendar year.
- The Contractor will be prepared to modify data collection methods as required by CDC and DPHS to potentially include mailed questionnaires or internet submissions.

BRFSS Data Collection

- Develop a process that satisfies all CDC and DPHS standards for sampling, interviewing protocols, monitoring, data cleaning and editing, data delivery and reporting, and quality assurance.
- Unless alternate instructions are issued by DPHS, each year, complete no fewer than 580 interviews of New Hampshire residents, aged 18 years or older, per month (or other schedule if required by CDC), across 12 geographically defined strata, for a total of no fewer than 7,000 interviews during the 12-month period January 1 through December 31
- The targeted response rate, as calculated by the Council of American Survey Research Organizations (CASRO) method, must not decrease below 46.0%.

Questionnaire

- Utilize a questionnaire consisting of three parts: the “Core” questionnaire will consist of a standard set of questions (approximately 80), designed by and obtained from CDC; New Hampshire’s selected Optional Module questions designed by and obtained from CDC; any additional New Hampshire-specific questions provided by DPHS. An average survey length of 21 minutes is assumed.
- Develop a process to accommodate annual changes and inclusion of state-added questions.
- Assist DPHS in assembling the three sections of the questionnaire to arrive at a final instrument.
- Program all questions and response categories in a computer-assisted telephone interviewing (CATI) system by two weeks before the start of the interviewing year.
- Provide an electronic test version of the programmed CATI questionnaire to DPHS that will simulate live interviewing and data entry for DPHS to review before the start of each new interviewing period.
- Assist in the design and testing of the New Hampshire state-added questions, including pilot testing.
- Be prepared to make changes to the questionnaire and CATI programming on short notice in the event of a public health emergency or other critical public health surveillance need.

Computer Assisted Telephone Interviewing (CATI) System

- Provide services for the operation and maintenance of a CATI system and fully implement use of the CATI system for conducting all interviews.
- Provide CATI training to familiarize all key staff, interviewers, and data analysis personnel who oversee and work with the BRFSS system.
- Maintain a hard copy of the BRFSS questionnaire for use in the event of a failure of the CATI system.

- Provide supervisors to oversee and assist interviewers with the use of the CATI system and to unobtrusively monitor the computer screens of at least 10 percent of all interviews. Results of this monitoring will be documented and provided to DPHS on a quarterly basis.
- Assure the safe keeping and security of all components of the CATI system.
- Maintain confidentiality of all data, and maintain nightly backup discs for all data collected and archive offsite as appropriate.

Interviewing Methods

- Conduct interviews among randomly selected adults aged 18 and older using the questionnaire provided by CDC and DPHS. This task includes, but is not limited to, conducting interviews each month in accordance with the scheduling guidelines and protocol provided by CDC, randomly selecting an adult respondent in each household.
- The Contractor will provide interviewer supervisors and quality assurance assistants to ensure that the interview process is conducted according to CDC specifications. The supervisors shall be present or available at all times during the hours that interviewing is taking place.
- Contact selected telephone numbers for interviewing until the minimum monthly requirement of completed interviews is met and all active sampled numbers have reached final disposition. Call at a variety of times during the day and week to ensure a representative cross section of the population. Calls are to be made during evening, daytime, and weekend hours.
- Dial numbers not answering or busy per CDC protocol, including at least one attempt during a weekend, one attempt during a weekday, and one attempt during a weekday evening. Approximately 80% of calls should be made during evenings and weekends, with the remaining 20% conducted during weekdays and weekends. Business establishments and residents of institutions and group quarters are not eligible for interview. When the selected respondent in the household is not available for interview at time of initial telephone contact, call back a minimum of three times during the work shift to attempt to interview. Eligible persons initially refusing to participate will be recontacted a minimum of one additional time for attempted conversion.

Training

- The Contractor will provide in-depth, BRFSS-specific interviewer training for all interviewers calling on the BRFSS that will include orientation to the project, use of the questionnaire, methods of controlling interviewer effect and bias, supervised interviewer practice, use of the CATI system, refusal conversion and any training information and stipulations provided by CDC or DPHS.
- Ensure that BRFSS interviewers have experience in conducting telephone interviews prior to joining the BRFSS project. Facilitate training of interviewers in the administration of the BRFSS questionnaire.
- Ensure that interviewers are briefed on the new questionnaire and have opportunities to conduct practice interviews using the new questionnaire before its implementation each January.

Data Processing

- Perform error checking, and validating of entries to provide a single data file each month that is acceptable to both CDC and DPHS. Perform electronic data entry if using Paper & Pencil data collection. Code data according to CDC instructions. Edit and correct the resulting data file, including performance of data consistency checks, and electronically submit a standard, reliable dataset for each month's interviewing period within 20 days following the completion of data collection.

- The data file must contain information about all telephone numbers called, including complete and incomplete interviews. Computer software for detecting and correcting errors will be provided by CDC to assist in cleaning the data. Data must be provided to CDC according to coding instructions (to be supplied) in ASCII/SAS format and submitted electronically via a secure web portal.

Quality assurance and confidentiality

- Develop and maintain procedures to ensure the confidentiality of BRFSS respondents.
- Implement procedures for assuring and documenting the quality of the interviewing process and the data management steps. Provide supervision and monitoring of interviewers. Monitoring is to be conducted through the use of unobtrusive, electronic two-way audio and video means.
- The Contractor shall employ technology that would enable DPHS to unobtrusively monitor actual interviews in progress from its office in Concord, NH without prior notification to the contractor.
- Verify a 5% random sample of completed interviews each month, stratified by interviewer, to validate (1) respondent selection, (2) selected demographic characteristics, (3) selected behaviors, and (4) interviewer manner. On request, provide to DPHS the actual sample of telephone numbers for crosschecking and verification. If providing ongoing, unobtrusive electronic monitoring, verification may not be required.
- The Contractor will edit all completed surveys for errors including interviewer error, question sequence, and coding errors utilizing the PC-Edits program provided by CDC, and maintain an error rate of less than 5%.
- In the event that a systematic, recurring error is discovered in the sampling or interviewing operations, immediately notify DPHS of this error, correct the error at no cost to DPHS, and provide documentation to DPHS and CDC of both the occurrence and the correction. If necessary, submit a corrected, updated data file to DPHS and CDC.
- If DPHS finds problems in reviewing datasets, correct these to the satisfaction of DPHS within four weeks of notification, at no cost to DPHS. DPHS may then require the Contractor to implement additional data consistency checks.

Reports and Presentations

- The Contractor will submit a monthly report by email or via a web site to DPHS indicating:
 - The number of completed interviews by strata, by month, and year-to-date;
 - Final CDC Disposition Codes for all sample records, both complete and incomplete.
 - Assurance by the Project Director of systematic, unobtrusive monitoring of CATI interviews.
 - The monthly and year-to-date response rates (CASRO, Cooperation and Refusal).
 - Average interview duration,
 - Any other progress elements identified by DPHS.
- For the annual report, provide: A description of the survey methodology and an evaluation of survey quality using CDC methods, and an annual summary of the data provided in the monthly reports.
- Provide technical assistance to DPHS regarding survey methods and resultant findings as requested by DPHS.

Meetings, Conferences, and CDC Cooperative Agreement

- The Contractor's project director shall meet annually with representatives from DPHS and CDC for project site visits, including project monitoring.
- The Contractor's project director or representative shall attend one national conference sponsored by CDC for BRFSS, as specified by CDC and DPHS.
- The Contractor's project director or representative shall assist in preparation of technical descriptions for annual funding proposals for New Hampshire's CDC Cooperative Agreement if needed.
- The Contractor's project director will conduct a formal meeting or conference call with DPHS staff at least twice each contract year.
- The Contractor will communicate throughout the year with DPHS staff on the status of the project.
- The project manager for the Contractor will communicate important issues to DPHS as they arise and seek input, clarification or approvals from DPHS staff.

Subcontracts

- Assume all responsibility for contractual activities, whether performed directly or by another agency or agencies under subcontract. Serve as the single point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract if any part of this function is to be subcontracted.
- The Contractor's proposal should include a list of subcontractors, including the firm name and address, contact person, complete description of work to be subcontracted, descriptive information about the subcontractor's organizational abilities, and the estimated cost.
- DPHS reserves the right to approve subcontractors and to require the contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

Restrictions Against Disclosure

- The Contractor agrees to keep information related to the identity of respondents confidential. Other than the reports submitted to CDC and DPHS, the contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part or in any form, or authorize or permit others to do so. The contractor agrees to immediately notify DPHS, in writing, if there is reason to suspect a breach of this requirement.

The Contractor will not release any surveillance information or results without prior written approval from DPHS. DPHS retains all rights to the completed interviews, interview results, and any associated datasets.

EXHIBIT A-1

BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS), ADJUNCT FUNCTIONS

Asthma Callback Surveys

The Contractor, shall plan, organize, test and implement the Adult and Child Asthma Call-Back Surveys for the State of New Hampshire, in cooperation with and under the auspices and direction of DPHS and according to specifications of the federal Centers for Disease Control and Prevention (CDC). The surveillance shall be conducted by the Contractor by calling all adult respondents to the New Hampshire BRFSS who report a lifetime prevalence of asthma for themselves and/or a child in their household and who agree to participate in an in-depth follow-up asthma survey. The Contractor shall conduct interviews using the adult asthma and child asthma questionnaires developed and provided by the CDC and DPHS. Each questionnaire will be approximately 20 minutes in length.

The Contractor shall perform the following activities:

Program and test CATI version of the adult and child asthma survey instruments

Implement the necessary data processing programs and procedures.

Train interviewers to conduct the callback surveys.

Administer English-language surveys according to all standard BRFSS survey protocols from approximately Jan. 1, 2013 to Dec. 31, 2014.

Process and submit unweighted data to DPHS and CDC on a monthly basis beginning in March 2013.

Submit final dataset to DPHS and CDC by March of 2014.

Provide technical and data analysis assistance as needed.

Advance Notification Letters

The Contractor shall, in cooperation with and under the auspices and direction of DPHS and according to specifications of the federal Centers for Disease Control and Prevention (CDC):

Each month, prepare Advanced Notification Letters for the portion of the NH sample for which CDC provides matching addresses. This shall include:

- Printing of letters, using text approved by DPHS and using NH DHHS letterhead.
- Inserting letters into envelopes, labeling, applying postage and sealing.
- Take any necessary measures to keep addresses associated with the BRFSS sample confidential and protect the identity of potential BRFSS respondents.

The Contractor shall mail the letters to selected respondents 3 weeks prior to being called for the interview or as soon as sample is received if less than 3 weeks.

Cell Phone Interviewing

The Contractor shall, in cooperation with and under the auspices and direction of DPHS and according to specifications of the federal Centers for Disease Control and Prevention (CDC):

- Be prepared to incorporate a sample of 1,000 cell phone only households into the BRFSS sample (or such other number as determined by DPHS).
- Obtain sample from or at the direction of CDC and call sample using protocols provided by CDC.
- Utilize respondent selection methods using protocols specified by CDC.
- Conduct interviews using a questionnaire provided by CDC and DPHS.
- Program the questionnaire into a CATI system.
- Assign final disposition codes as defined by CDC.
- Process data and submit an electronic file on a monthly basis to CDC and DPHS according to CDC protocols.

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

New Hampshire Behavioral Risk Factor Surveillance System (BRFSS)

CONTRACT PERIOD: 1/1/13 or date of Governor and Council approval, whichever is later, through 12/31/14

CONTRACTOR NAME: ICF Macro, Inc

ADDRESS: 11785 Beltsville Drive, Calverton, MD 20705

Agency Contacts Title: James J. Dayton, Sr. Vice President

TELEPHONE: (802) 863-9600

Vendor # 175716-R001	Job #90016400	Appropriation #05-95-90-900510-8667-519-500360
	Job #90016402	Appropriation #05-95-90-900510-8667-519-500360
	Job #90077011	Appropriation #05-95-90-902510-5171-102-500731
	Job #90041000	Appropriation #05-95-90-900510-5173-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$614,455.00 for BRFSS activities funded from 100% federal funds from the Centers from Disease Control and Prevention, (CDC), CFDA #93.283.

\$12,500.00 for BRFSS activities funded from 100% other funds from Dartmouth-Hitchcock Medical Center (New Hampshire Colorectal Cancer Screening Program).

\$21,000.00 for BRFSS activities funded from 84.76% federal funds form the Centers for Disease Control and Prevention (CDC), CFDA #93.074, and 15.24% general funds.

\$14,500.00 for BRFSS activities funded from 100% federal funds from the Centers from Disease Control and Prevention, (CDC), CFDA #93.538.

TOTAL: \$662,455.00

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

Exhibit B-1
Budget
Contractor ICF Macro, Inc.

BRFSS Interviews, Monthly Data Transmission to CDC and Reports to DPHS

Jan.1, 2013, or date of Governor and Council approval, whichever is later, through June 30, 2013

Service	Cost Per Unit	Total Cost
3,000 Landline Interviews	\$34.90	\$104,700.00
500 Cell-phone Interviews	\$99.58	\$ 49,790.00
250 Asthma Callbacks	\$35.80	\$ 8,950.00
Total Cost		\$ 163,440.00

July 1, 2013 through June 30, 2014

Service	Cost Per Unit	Total Cost
3,000 Landline Interviews	\$34.90	\$104,700.00
3,000 Landline Interviews Jan.1, 2014 – June 30, 2014	\$35.84	\$107,520.00
500 Cell-phone Interviews	\$99.58	\$49,790.00
500 Cell-phone Interviews Jan.1, 2014 – June 30, 2014	\$102.49	\$51,245.00
250 Asthma Callbacks	\$35.80	\$ 8,950.00
250 Asthma Callbacks Jan.1 2014 – June 30, 2014	\$36.09	\$ 9,022.50
Total		\$331,227.50

July 1, 2014 through Dec. 31, 2014

Service	Cost Per Unit	Total Cost
3,000 Landline Interviews	\$35.84	\$107,520.00
500 Cell-phone Interviews	\$102.49	\$ 51,245.00
250 Asthma Callbacks	\$36.09	\$ 9,022.50
Total		\$167,787.50

Total Contract Budget = **\$ 662,455.00**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

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 Contractor's 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 funders 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 funders, 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 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 nine months 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 directed 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 sixty (60) 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, Division of Public Health Services, with funds provided in part or in whole 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 government 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.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- ☐ (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- X (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of \$2 million per incident and instead, accept Commercial General Liability insurance provided by contractor in the amount of \$1 million per incident.

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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 the 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: Whenever 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 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.

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 to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS

US DEPARTMENT OF EDUCATION – CONTRACTORS

US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 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 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 certification 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**

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

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

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

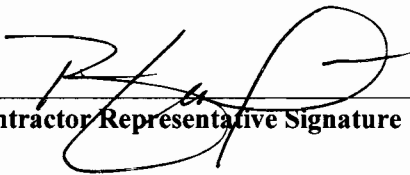
From: 1/1/2013 or date of G&C Approval, whichever is later **To:12/31/14**

Contractor Name

Period Covered by this Certification

Robert F. Toth, Senior Vice President, Contracts & Administration

Name and Title of Authorized Contractor Representative


Contractor Representative Signature

November 29, 2012

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):

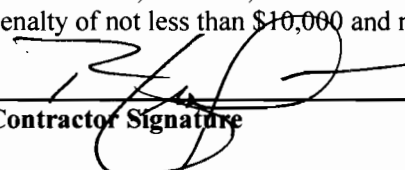
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 1/1/2013 or date of G&C Approval, whichever is later, through 12/31/2014

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Contractor Signature

Robert F. Toth, Senior VP, Contracts & Administration
Contractor's Representative Title

ICF Macro, Inc.
Contractor Name

November 29, 2012
Date

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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "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 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.


Contractor Signature

Robert F. Toth, Senior VP, Contracts & Administration
Contractor's Representative Title

ICF Macro, Inc.
Contractor Name

November 29, 2012
Date

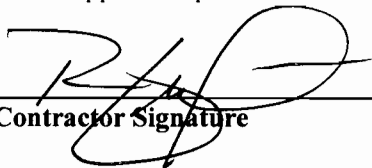
NH Department of Health and Human Services

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 Signature

Robert F. Toth, Senior VP, Contracts & Administration
Contractor's Representative Title

ICF Macro, Inc.

Contractor Name

November 29, 2012

Date

NH Department of Health and Human Services

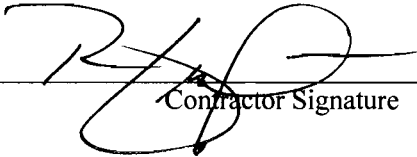
STANDARD EXHIBIT H

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 Signature

**Robert F. Toth, Senior VP, Contracts &
Administration**

Contractor's Representative Title

ICF Macro, Inc.

Contractor Name

November 29, 2012

Date

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.

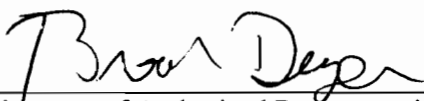
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

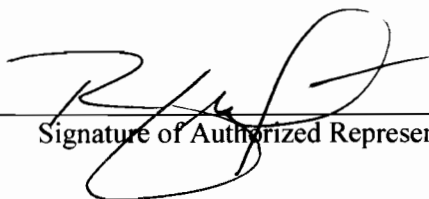
ICF Macro, Inc.

The State Agency Name

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Brock F. Dujno

~~Lisa L. Dujno, MSN, APRN~~

Robert F. Toth

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

Senior Vice President, Contracts & Administration

Title of Authorized Representative

Title of Authorized Representative

12/29/12

Date

November 29, 2012

Date

NH Department of Health and Human Services

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.

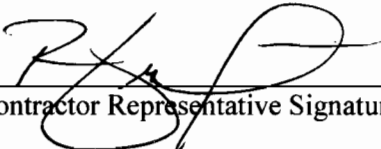
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 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 Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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


(Contractor Representative Signature)

Robert F. Toth, Senior VP, Contracts & Administration
(Authorized Contractor Representative Name & Title)

ICF Macro, Inc
(Contractor Name)

11/29/2012
(Date)

NH Department of Health and Human Services

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, sub-grants, and/or cooperative agreements?

☐ NO

☒ YES

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

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

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

☐ NO

☒ YES

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

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

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

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

11/29/12

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 black ink, appearing to read "William M. Gardner".

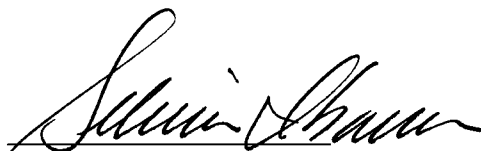
William M. Gardner
Secretary of State

ICF MACRO, INC.
OFFICER CERTIFICATE

The undersigned, SELINA IBARRA, hereby certifies:

1. That she is the duly elected and appointed Assistant 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 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 29th day of November of 2012 and have affixed the corporate seal of the Company.



Selina Ibarra
Assistant Corporate 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, appointed and qualified Assistant 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/29/2012

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.

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

PRODUCER 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
INSURED ICF Macro, Inc. 9300 Lee Highway Fairfax VA 22031-1207 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Great Northern Insurance Co.	20303
	INSURER B: Sentry Ins A Mutual Company	24988
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570048277739**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Prod-Comp/Op Incl In Genl Agg GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			35812409 Package - Domestic	06/25/2012	06/25/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	90-17657-01 Workers Comp - Deductible 90-17657-02 Workers Comp (Certs Only)	06/25/2012	06/25/2013	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of insurance coverage in force.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Dept. of Health & Human Services 29 Hazen Drive 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>

Holder Identifier :

Certificate No : 570048277739

Budget Form

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: ICF Macro Inc

Budget Request for: RFP #13-DPHS-BRFSS-21

(Name of RFP)

Budget Period: 1/1/2013 - 6/30/2013

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 125,416.76	\$ -	\$ 125,416.76	
2. Employee Benefits	\$ 12,657.22	\$ -	\$ 12,657.22	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 5,199.76	\$ -	\$ 5,199.76	
Postage	\$ 4,323.68	\$ -	\$ 4,323.68	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Advance Notification Letter Printing	\$ 3,052.00	\$ -	\$ 3,052.00	
Indirect Cost	\$ -	\$ 12,790.58	\$ 12,790.58	* See below
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 150,649.42	\$ 12,790.58	\$ 163,440.00	

Indirect As A Percent of Direct

8.5%

* Indirect fixed costs represent the costs of corporate services such as Accounting, Administration, and Human Services. For budget development purposes, our indirect costs were developed on a direct cost allocation methodology. Upon project award and implementation, such indirect costs will remain fixed over the term of the project.

Budget Form

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: ICF Macro Inc

Budget Request for: RFP #13-DPHS-BRFSS-21

(Name of RFP)

Budget Period: 7/1/2013 - 6/30/2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 254,437.21	\$ -	\$ 254,437.21	
2. Employee Benefits	\$ 25,587.71	\$ -	\$ 25,587.71	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 10,399.38	\$ -	\$ 10,399.38	
Postage	\$ 8,777.07	\$ -	\$ 8,777.07	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Advance Notification Letter Printing	\$ 6,104.02	\$ -	\$ 6,104.02	
Indirect Cost	\$ -	\$ 25,922.11	\$ 25,922.11	* See below
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 305,305.39	\$ 25,922.11	\$ 331,227.50	

Indirect As A Percent of Direct

8.5%

* Indirect fixed costs represent the costs of corporate services such as Accounting, Administration, and Human Services. For budget development purposes, our indirect costs were developed on a direct cost allocation methodology. Upon project award and implementation, such indirect costs will remain fixed over the term of the project.

Budget Form

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: ICF Macro Inc

Budget Request for: RFP #13-DPHS-BRFSS-21

(Name of RFP)

Budget Period: 7/1/2014 -12/31/2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 129,065.80	\$ -	\$ 129,065.80	
2. Employee Benefits	\$ 12,928.62	\$ -	\$ 12,928.62	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 5,201.23	\$ -	\$ 5,201.23	
Postage	\$ 4,409.25	\$ -	\$ 4,409.25	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Advance Notification Letter Printing	\$ 3,051.38	\$ -	\$ 3,051.38	
Indirect Cost	\$ -	\$ 13,131.22	\$ 13,131.22	* See below
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 154,656.28	\$ 13,131.22	\$ 167,787.50	

Indirect As A Percent of Direct

8.5%

* Indirect fixed costs represent the costs of corporate services such as Accounting, Administration, and Human Services. For budget development purposes, our indirect costs were developed on a direct cost allocation methodology. Upon project award and implementation, such indirect costs will remain fixed over the term of the project.