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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICE

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-9563 I-800-852-3345 Ext. 9563
Fax: 603-271-8431 TDD Access: 1-800-735-2964



March 31, 2015

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, to amend an agreement with ICF Macro, Inc., Purchase Order #1028311, Vendor #175716-R001, 9300 Lee Highway, Fairfax, VA 22031, to continue to plan, organize, test, and implement the annual Behavioral Risk Factor Surveillance Survey (BRFSS) questionnaire, by increasing the Price Limitation by \$35,000 from \$1,445,169 to \$1,480,169, effective the date of Governor and Council approval through December 31, 2016. This agreement was originally approved by Governor and Council on February 6, 2013, Item #37, and amended on May 8, 2014, Item #34 and on December 3, 2014, Item #18. 100% Other Funds.

Funds are available in the following account for SFY 2015 with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

See attachment for financial details

EXPLANATION

Funds in this agreement will be used to increase the 2015 questionnaire length from 20 minutes to 23.6 minutes due to additional questions added to the SFY 2015 survey. This agreement continues 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.

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. The bid summary is attached.

As of March 2015, ICF Macro Inc. has collected 1,981 health surveys and is on target to collect the needed sample size for 2015.

The following performance measures will continue to 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%

Area served is statewide.

Source of Funds: 100% Other Funds from the University of New Hampshire (Institute for Disability).

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
Behavioral Risk Factor Surveillance Survey**

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

100% Other Funds

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	519-500360	BRFSS Behavior Risk Factor	90016400	142,440.00	-	142,440.00
			Sub-Total	142,440.00	-	142,440.00
SFY 2014	519-500360	BRFSS Behavior Risk Factor	90016400	304,227.50	-	304,227.50
	519-500360	BRFSS Behavior Risk Factor	90016402	12,500.00	-	12,500.00
	519-500360	BRFSS Behavior Risk Factor	90016406	28,000.00	-	28,000.00
			Sub-Total	344,727.50	-	344,727.50
SFY 2015	519-500360	BRFSS Behavior Risk Factor	90016400	281,437.50	-	281,437.50
	519-500360	BRFSS Behavior Risk Factor	90016406	-	35,000.00	35,000.00
			Sub-Total	281,437.50	35,000.00	316,437.50
SFY 2016	519-500360	BRFSS Behavior Risk Factor	90016400	363,809.00	-	363,809.00
			Sub-Total	363,809.00	-	363,809.00
SFY 2017	519-500360	BRFSS Behavior Risk Factor	90016400	173,755.00	-	173,755.00
	519-500360	BRFSS Behavior Risk Factor	90016402	12,500.00	-	12,500.00
			Sub-Total	186,255.00	-	186,255.00
			Total	1,318,669.00	35,000.00	1,353,669.00

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

84.76% Federal Funds and 15.24 General Funds

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500731	Contracts for Prog Svc	90077011	21,000.00	-	21,000.00
			Sub-Total	21,000.00	-	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

100% Federal Funds

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90041000	14,500.00	-	14,500.00
			Sub-Total	14,500.00	-	14,500.00

05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC

100% Federal Funds

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2015	102-500731	Contracts for Prog Svc	90017017	35,000.00	-	35,000.00
			Sub-Total	35,000.00	-	35,000.00

05-95-90-900510-5667 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CHRONIC DISEASE ASTHMA

100% Federal Funds

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90019004	56,000.00	-	56,000.00
			Sub-Total	56,000.00	-	56,000.00
			Total	1,445,169.00	35,000.00	1,480,169.00



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the
Behavioral Risk Factor Surveillance Survey**

This 3rd Amendment to the ICF Macro, Inc., contract (hereinafter referred to as "Amendment Three") dated this 20th day of March 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and ICF Macro, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 9300 Lee Highway, Fairfax, VA 22031.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 6, 2013, Item #37 and amended May 8, 2014, Item #34 and on December 3, 2014, Item #18, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services to support continued delivery of these services, and

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

1. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$1,480,169

2. Delete Exhibit A Amendment #2 and replace with Exhibit A Amendment #3.
3. Amend Exhibit B to add:
 - a. Paragraph 1.5. The contract price shall increase by \$35,000 for SFY 2015, for a total increase of \$35,000, and
 - b. Paragraph 1.6. Funds are available as follows:
 - \$35,000, 100% Other Funds from the University of New Hampshire (Institute for Disability), 05-95-90-900510-8667-519-500360.
4. Amend Budget to add:
 - Exhibit B-1 Amendment #3 Budget SFY 2015

This amendment shall be effective upon the date of Governor and Executive Council approval.



New Hampshire Department of Health and Human Services

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

State of New Hampshire
Department of Health and Human Services

4/7/15
Date

[Signature]
Brook Dupee
Bureau Chief

ICF Macro, Inc.

3/30/15
Date

[Signature]
Name: Timothy M. Lowry
Title: Director, Contracts

Acknowledgement:

State of GEORGIA, County of DeKalb on MARCH 30, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

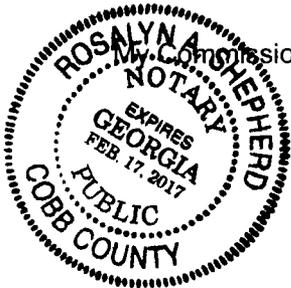
[Signature]
Signature of Notary Public or Justice of the Peace

ROSALYN A. SHEPHERD

Notary Public, Cobb County, Georgia

My Commission Expires Feb. 17, 2017
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2/17/2017





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

OFFICE OF THE ATTORNEY GENERAL

Date 4/20/15

Name: Megan A. Casey
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit A – Amendment #3

3. Assist DPHS in assembling the three sections of the questionnaire to arrive at a final instrument.
4. Program all questions and response categories in a computer-assisted telephone interviewing (CATI) system by two months before the start of the interviewing year.
5. Provide an electronic test version of the programmed CATI questionnaire to DPHS that will simulate live interviewing and data entry for review before the start of each new interviewing year.
6. Assist in the design and testing of the New Hampshire state added questions, including pilot testing.
7. 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.

1.4. Computer Assisted Telephone Interviewing (CATI) System

The Contractor shall:

1. Provide services for the operation and maintenance of a CATI system and fully implement use of the CATI system for conducting all interviews.
2. Provide CATI training to familiarize all key staff, interviewers, and data analysis personnel who oversee and work with the BRFSS system.
3. Ensure that call center supervisors shall unobtrusively monitor at least 10 percent of all interviews. Results of this monitoring will be documented and provided to DPHS upon request.

1.5. Interviewing Methods

The Contractor shall:

1. Conduct interviews among randomly selected adults aged 18 and older using the questionnaire provided by CDC and DPHS in accordance with the scheduling guidelines and protocol provided by CDC, randomly selecting an adult respondent in each household.
2. Ensure that the interview process is conducted according to CDC specifications by having interviewer supervisors and quality assurance assistants present or available at all times during the hours that interviewing is taking place.
3. 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.
4. 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. 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 re-contacted a minimum of one additional time for attempted conversion.



Exhibit A – Amendment #3

SCOPE OF SERVICES

1. Required Services

1.1. Survey Methodology

The Contractor shall:

1. In cooperation with, and under the auspices and direction of the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), and according to specifications of the Centers for Disease Control and Prevention (CDC) Behavioral Risk Factor Surveillance Survey (BRFSS) questionnaire, administer and conduct 7,500 telephone health interviews using the federal Centers for Disease Control and Prevention (CDC) Behavioral Risk Factor Surveillance Survey questionnaire.
2. Utilize methods specified by CDC outlined in the Behavioral Risk Factor Surveillance System Operational and User's Guide.
3. 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.
4. Obtain a quarterly sample from CDC.
5. Provide training and supervision of its interviewers using guidelines agreed upon by the contractor and CDC.
6. Assure that the data entry software program is designed to accept and produce data in a format used by CDC for the BRFSS project.
7. Provide DPHS with access to all call histories upon request.
8. Be expected and 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.
9. Be prepared to modify data collection methods as required by CDC and DPHS to potentially include mailed questionnaires or internet submissions.

1.2. BRFSS Data Collection

The Contractor shall:

1. 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.

1.3. Questionnaire

The Contractor shall:

1. Utilize a questionnaire of 23.6 minutes in length through June 30, 2015, and 20 minutes in length July 1, 2015 through December 31, 2016, consisting of three parts: the "Core" questionnaire will consist of a standard set of questions, designed by and obtained from CDC; New Hampshire's selected Optional Module questions designed by and obtained from CDC; any additional New Hampshire state added questions provided by DPHS.
2. Develop a process to accommodate annual changes and inclusion of state-added questions.



Exhibit A – Amendment #3

1.6. Training

The Contractor shall:

1. 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.
2. 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.
3. 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.

1.7. Data Processing

The Contractor shall:

1. Perform error checking, data validation and code data per CDC's instructions to create a monthly data file that is acceptable to CDC.
2. Ensure that the data file contain information about all telephone numbers called, including complete and incomplete interviews. Data must be provided to CDC electronically via a secure web portal.

1.8. BRFSS Adjunct Functions

The Contractor shall:

A. Asthma Callback Surveys

1. Plan, organize, test and implement the Adult and Child Asthma Call-Back Surveys.
2. 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.
3. 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.
4. Program and test CATI version of the adult and child asthma survey instruments
5. Implement the necessary data processing programs and procedures.
6. Train interviewers to conduct the callback surveys.
7. Administer English-language surveys according to all standard BRFSS survey protocols.
8. Process and submit un-weighted data to CDC on a monthly basis
9. Submit final dataset to CDC by March of each survey year.
10. Provide technical and data analysis assistance as needed.



Exhibit A – Amendment #3

B. Advance Notification Letters

1. Mail the letters to selected respondents 3 weeks prior to being called for the interview.
2. Each month, prepare Advanced Notification Letters for the portion of the NH sample for which CDC provides matching addresses. This shall include:
 - a. Printing of letters, using text approved by DPHS and using NH DHHS letterhead,
 - b. Inserting letters into envelopes, labeling, applying postage and sealing,
 - c. Take any necessary measures to keep addresses associated with the BRFSS sample confidential and protect the identity of potential BRFSS respondents.

2. Compliance, Quality Assurance and Reporting Requirements

2.1. Compliance Requirements

1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Quality assurance and confidentiality

1. Develop and maintain procedures to ensure the confidentiality of BRFSS respondents.
2. 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.
3. Employ technology that would enable DPHS to unobtrusively monitor actual interviews in progress from its office in Concord, NH.
4. 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.
5. 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%.
6. In the event that a systematic, recurring error is discovered in the sampling or interviewing operations, immediately notify DPHS and correct the error/s 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.
7. 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.



Exhibit A – Amendment #3

2.3. Reporting Requirements

1. Process and deliver a monthly data file to the CDC by the 20th day of the following month after data collection.
2. Report the monthly results on its web portal and provide the BRFSS Coordinator with access to its web portal.
3. 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.

3. Performance Measures

1. Each year, complete no fewer than 625 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 7,500 interviews during the 12-month period January 1 through December 31.
2. The targeted response rate, as calculated by the Council of American Survey Research Organizations (CASRO) method, must not decrease below 46.0%.

**Exhibit B-1, Amendment #3 (SFY 2015)
Budget Form**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: ICF Macro Inc

Budget Request for: BRFSS - UNH

(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect Fixed Cost
1. Total Salary/Wages	\$ 8,433.73	\$ -	\$ 8,433.73	
2. Employee Benefits	\$ 1,686.75	\$ -	\$ 1,686.75	
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	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
Commercial Data Collection Services	\$ 23,614.45	\$ -	\$ 23,614.45	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Indirect Cost **	\$ -	\$ 1,265.07	\$ 1,265.07	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 33,734.93	\$ 1,265.07	\$ 35,000.00	

Indirect As A Percent of Direct

3.8%

NH DHHS
Exhibit B-1 - Amendment #3 Budget (SFY 2015)

Contractor Initials: *JH*

Date: 3/30/15

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 19th day of September, A.D. 2014

William M. Gardner

William M. Gardner
Secretary of State

**ICF MACRO, INC.
SECRETARY CERTIFICATE**

The undersigned, MOLLIE D. ROY, hereby certifies:

1. That she is the duly elected and appointed Secretary of ICF Macro, Inc., a Delaware corporation (the "Corporation"), and in that capacity has access to the corporate records, minute books and tax records of the Corporation, and is familiar with the matters therein contained and herein certified; and
2. That the Senior Vice President – Contracts and Administration of the Corporation is authorized to bind the Corporation 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; and
3. That ROBERT TOTH has been duly elected and appointed Senior Vice President – Contracts and Administration of the Corporation by Consent of the Sole Shareholder of the Corporation and such consent has not been modified, rescinded or revoked, and is at present in full force and effect; and
4. That ROBERT TOTH is authorized to bind the Corporation to all terms and conditions of bids, proposals, contracts and other specific actions in connection with the New Hampshire Behavioral Risk Factor Surveillance System (BRFSS) Survey; and
5. That ROBERT TOTH has further delegated his signing authority to TIMOTHY M. LOWRY, Director, Contracts for ICF International, Inc. and its subsidiaries, to bind the Corporation and to sign any and all documents necessary to complete implementation of the New Hampshire Behavioral Risk Factor Surveillance System (BRFSS) Survey.

IN WITNESS WHEREOF I have executed this certificate on this 30th day of March 2015 and have affixed the corporate seal of the Corporation.


Mollie D. Roy, Secretary
ICF Macro, Inc.





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/26/2014

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.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED ICF Macro, Inc. 9300 Lee Highway Fairfax VA 22031-1207 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Northern Insurance Co.		20303
	INSURER B: Sentry Ins A Mutual Company		24988
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570054314340** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35812409 Package - Domestic	06/25/2014	06/25/2015	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 \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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	N/A	90-17657-01 workers Comp - Deductible 90-17657-02 workers Comp (Certs Only)	06/25/2014	06/25/2015	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570054314340

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

CERTIFICATE HOLDER State of New Hampshire Dept. of Health & Human Services 29 Hazen Drive Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>
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EDB
Bo

4/18



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICE

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-9563 1-800-852-3345 Ext. 9563
Fax: 603-271-8431 TDD Access: 1-800-735-2964



G&C APPROVED
Date: 12/03/2014
Item # 18

October 16, 2014

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, to exercise a two year renew and amend option to an agreement with ICF Macro, Inc., Purchase Order #1028311, Vendor #175716-R001, 9300 Lee Highway, Fairfax, VA 22031, by increasing the Price Limitation by \$726,714 from \$718,455 to \$1,445,169 to continue to plan, organize, test, and implement the annual Behavioral Risk Factor Surveillance Survey (BRFSS) questionnaire, and extend the Completion Date from December 31, 2014 to December 31, 2016, effective the date of Governor and Council approval. This agreement was originally approved by Governor and Council on February 6, 2013, Item #37, and amended on May 8, 2014, Item #34, of which complete copies of both agreements can be found online.

98.28 Federal Funds / 1.72 % Other Funds

Funds are available in the following accounts for SFY 2015, and are anticipated to be available in SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

See attachment for financial details

EXPLANATION

Funds in this agreement will be used to continue 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 Proposal (RFP) 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 Proposal, 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 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 selecting ICF Macro, Inc. because its bid was \$105,467 lower than the bid submitted by Issues and Answers, Inc. The bid summary is attached.

In the 2013 survey year, ICF Macro Inc. has collected 6,463 health interviews and provided the New Hampshire BRFSS program with a valid sample to measuring general health status, behavior, prevention and screening in the adult population in New Hampshire.

As of August 2014, ICF Macro Inc. has collected 4,828 health surveys and is on target to collect the needed sample size for 2014.

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%

Area served is statewide.

Source of Funds: 98.28% Federal Funds from the Centers for Disease Control and Prevention and 1.72% Other Funds from Dartmouth-Hitchcock Medical Center.

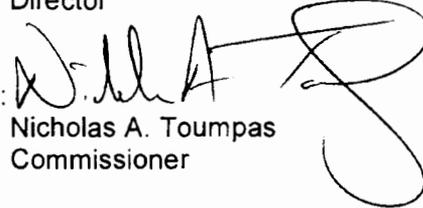
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
Behaviorial Risk Factor Surveillance Survey**

**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
98.13% Federal Funds AND 1.87% Other Funds**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	519-500360	BRFSS Behavior Risk Factor	90016400	142,440.00	-	142,440.00
			Sub-Total	142,440.00	-	142,440.00
SFY 2014	519-500360	BRFSS Behavior Risk Factor	90016400	304,227.50	-	304,227.50
	519-500360	BRFSS Behavior Risk Factor	90016402	12,500.00	-	12,500.00
	519-500360	BRFSS Behavior Risk Factor	90016406	28,000.00	-	28,000.00
			Sub-Total	344,727.50	-	344,727.50
SFY 2015	519-500360	BRFSS Behavior Risk Factor	90016400	167,787.50	113,650.00	281,437.50
			Sub-Total	167,787.50	113,650.00	281,437.50
SFY 2016	519-500360	BRFSS Behavior Risk Factor	90016400	-	363,809.00	363,809.00
			Sub-Total	-	363,809.00	363,809.00
SFY 2017	519-500360	BRFSS Behavior Risk Factor	90016400		173,755.00	173,755.00
	519-500360	BRFSS Behavior Risk Factor	90016402		12,500.00	12,500.00
			Sub-Total		186,255.00	186,255.00
			Total	654,955.00	663,714.00	1,318,669.00

**05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS
84.76% Federal Funds AND 15.24 General Funds**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500731	Contracts for Prog Svc	90077011	21,000.00	-	21,000.00
			Sub-Total	21,000.00	-	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
100% Federal Funds**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90041000	14,500.00	-	14,500.00
			Sub-Total	14,500.00	-	14,500.00

**05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC
100% Federal Funds**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2015	102-500731	Contracts for Prog Svc	90017017		35,000.00	35,000.00
			Sub-Total		35,000.00	35,000.00

FINANCIAL DETAIL ATTACHMENT SHEET
Behaviorial Risk Factor Surveillance Survey

**05-95-90-900510-5667 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF
PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CHRONIC DISEASE ASTHMA
100% Federal Funds**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increaded (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90019004	28,000.00	-	28,000.00
			Sub-Total	28,000.00	-	28,000.00
SFY 2015	102-500731	Contracts for Prog Svc	90019004	-	28,000.00	28,000.00
			Sub-Total		28,000.00	28,000.00
			Total	718,455.00	726,714.00	1,445,169.00



State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
ICF Macro, Inc.

TWD
JM

This 2nd Amendment to the ICF Macro, Inc., contract (hereinafter referred to as "Amendment ~~One~~") dated this 15th day of October, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and ICF Macro, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 9300 Lee Highway, Fairfax, VA 22031.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 6, 2013 and amended on May 8, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement, modify the scope of services, and increase the price limitation, and

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

To amend as follows:

- Form P-37, General Provisions to change:
Block 1.4 to read: 9300 Lee Highway, Fairfax, VA 22031
Block 1.7 to read: December 31, 2016
Block 1.8 to read: \$1,445,650 ~~169~~
JM
- Exhibit A, Scope of Services to:
Delete Exhibit A – Scope of Services
Delete Exhibit A – Amendment 1 – Scope of Services
Replace with Exhibit A – Amendment 2 – Scope of Services

- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.3:

The contract price shall increase by \$176,650 for SFY 2015, \$363,809 for SFY 2016, and \$186,255 for SFY 2017 for a total increase of \$726,714.

Paragraph 1.4:

Funding is available as follows:

- \$651,214 - 100% Federal Funds from the Centers for Disease Control and Prevention (CDC), CFDA #93.988, Federal Award Identification Number (FAIN), U58SO000011,



New Hampshire Department of Health and Human Services

- \$28,000 - 100% Federal Funds from the Centers of Disease Control and Prevention (CDC), CFDA #93.070, Federal Award Identification Number (FAIN), U59EH000509,
- \$35,000 - 100% Federal Funds from the Centers of Disease Control and Prevention (CDC), CFDA #93.757, Federal Award Identification Number (FAIN), U58DP004821, and
- \$12,500 - 100% Other Funds from Dartmouth-Hitchcock Medical Center (New Hampshire Colorectal Cancer Screening Program).

- Budget, to add:
 - Exhibit B-1 (2015) - Amendment 2,
 - Exhibit B-1 (2016) - Amendment 2, and
 - Exhibit B-1 (2017) - Amendment 2.

- Exhibit C, Special Provisions:
 - Delete Exhibit C, Special Provisions
 - Replace with Exhibit C, Special Provisions, dated 06/27/14
 - Add Exhibit C-1, Revisions to General Provisions

- Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance:
 - Delete Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance
 - Replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection, dated 06/27/14

This amendment shall be effective December 31, 2014 upon the date of Governor and Executive Council approval.



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

State of New Hampshire
Department of Health and Human Services

10/20/14
Date

Brook Dupee
Brook Dupee
Bureau Chief

ICF Macro, Inc.

10-15-14
Date

Timothy M. Lowry
Name: Timothy M. Lowry
Title: Director, Contracts

Acknowledgement:

State of VIRGINIA, County of FAIRFAX on 10/15/2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Runa McCann
Signature of Notary Public or Justice of the Peace

Runa McCann, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/31/15



New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

11/3/14
Date

[Signature]
Name: Megan A. Yaguez
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 2

SCOPE OF SERVICES

1. Required Services

1.1. Survey Methodology

The Contractor shall:

1. In cooperation with, and under the auspices and direction of the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), and according to specifications of the Centers for Disease Control and Prevention (CDC) Behavioral Risk Factor Surveillance Survey (BRFSS) questionnaire, administer and conduct 7,500 telephone health interviews using the federal Centers for Disease Control and Prevention (CDC) Behavioral Risk Factor Surveillance Survey questionnaire.
2. Utilize methods specified by CDC outlined in the Behavioral Risk Factor Surveillance System Operational and User's Guide.
3. 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.
4. Obtain a quarterly sample from CDC.
5. Provide training and supervision of its interviewers using guidelines agreed upon by the contractor and CDC.
6. Assure that the data entry software program is designed to accept and produce data in a format used by CDC for the BRFSS project.
7. Provide DPHS with access to all call histories upon request.
8. Be expected and 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.
9. Be prepared to modify data collection methods as required by CDC and DPHS to potentially include mailed questionnaires or internet submissions.

1.2. BRFSS Data Collection

The Contractor shall:

1. 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.

1.3. Questionnaire

The Contractor shall:

1. 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 state added questions provided by DPHS.
2. Develop a process to accommodate annual changes and inclusion of state-added questions.



Exhibit A – Amendment 2

3. Assist DPHS in assembling the three sections of the questionnaire to arrive at a final instrument.
4. Program all questions and response categories in a computer-assisted telephone interviewing (CATI) system by two months before the start of the interviewing year.
5. Provide an electronic test version of the programmed CATI questionnaire to DPHS that will simulate live interviewing and data entry for review before the start of each new interviewing year.
6. Assist in the design and testing of the New Hampshire state added questions, including pilot testing.
7. 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.

1.4. Computer Assisted Telephone Interviewing (CATI) System

The Contractor shall:

1. Provide services for the operation and maintenance of a CATI system and fully implement use of the CATI system for conducting all interviews.
2. Provide CATI training to familiarize all key staff, interviewers, and data analysis personnel who oversee and work with the BRFSS system.
3. Ensure that call center supervisors shall unobtrusively monitor at least 10 percent of all interviews. Results of this monitoring will be documented and provided to DPHS upon request.

1.5. Interviewing Methods

The Contractor shall:

1. Conduct interviews among randomly selected adults aged 18 and older using the questionnaire provided by CDC and DPHS in accordance with the scheduling guidelines and protocol provided by CDC, randomly selecting an adult respondent in each household.
2. Ensure that the interview process is conducted according to CDC specifications by having interviewer supervisors and quality assurance assistants present or available at all times during the hours that interviewing is taking place.
3. 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.
4. 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. 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 re-contacted a minimum of one additional time for attempted conversion.



Exhibit A – Amendment 2

1.6. Training

The Contractor shall:

1. 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.
2. 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.
3. 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.

1.7. Data Processing

The Contractor shall:

1. Perform error checking, data validation and code data per CDC's instructions to create a monthly data file that is acceptable to CDC.
2. Ensure that the data file contain information about all telephone numbers called, including complete and incomplete interviews. Data must be provided to CDC electronically via a secure web portal.

1.8. BRFSS Adjunct Functions

The Contractor shall:

A. Asthma Callback Surveys

1. Plan, organize, test and implement the Adult and Child Asthma Call-Back Surveys.
2. 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.
3. 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.
4. Program and test CATI version of the adult and child asthma survey instruments
5. Implement the necessary data processing programs and procedures.
6. Train interviewers to conduct the callback surveys.
7. Administer English-language surveys according to all standard BRFSS survey protocols.
8. Process and submit un-weighted data to CDC on a monthly basis
9. Submit final dataset to CDC by March of each survey year.
10. Provide technical and data analysis assistance as needed.



Exhibit A – Amendment 2

B. Advance Notification Letters

1. Mail the letters to selected respondents 3 weeks prior to being called for the interview.
2. Each month, prepare Advanced Notification Letters for the portion of the NH sample for which CDC provides matching addresses. This shall include:
 - a. Printing of letters, using text approved by DPHS and using NH DHHS letterhead,
 - b. Inserting letters into envelopes, labeling, applying postage and sealing,
 - c. Take any necessary measures to keep addresses associated with the BRFSS sample confidential and protect the identity of potential BRFSS respondents.

2. Compliance, Quality Assurance and Reporting Requirements

2.1. Compliance Requirements

1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Quality assurance and confidentiality

1. Develop and maintain procedures to ensure the confidentiality of BRFSS respondents.
2. 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.
3. Employ technology that would enable DPHS to unobtrusively monitor actual interviews in progress from its office in Concord, NH.
4. 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.
5. 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%.
6. In the event that a systematic, recurring error is discovered in the sampling or interviewing operations, immediately notify DPHS and correct the error/s 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.
7. 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.



Exhibit A – Amendment 2

2.3. Reporting Requirements

1. Process and deliver a monthly data file to the CDC by the 20th day of the following month after data collection.
2. Report the monthly results on its web portal and provide the BRFSS Coordinator with access to its web portal.
3. 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.

3. Performance Measures

1. Each year, complete no fewer than 625 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 7,500 interviews during the 12-month period January 1 through December 31.
2. The targeted response rate, as calculated by the Council of American Survey Research Organizations (CASRO) method, must not decrease below 46.0%.

**Exhibit B-1 (2015) - Amendment #2
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: ICF Macro, Inc.

Budget Request for: BRFSS Contract

Budget Period: SFY 2015 - (12/31/14 - 06/30/15)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 41,021.08	\$ -	\$ 41,021.08	**Indirect fixed costs represent the costs of corporate services such as Accounting, Administration, and Human Resources. For budget development purposes, our indirect costs were developed on a direct cost allocation methodology.
2. Employee Benefits	\$ 7,077.37	\$ -	\$ 7,077.37	
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	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
Commercial Data Collection Services*	\$ 116,204.64	\$ -	\$ 116,204.64	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Advance Notification Letter Printing	\$ 5,910.86	\$ -	\$ 5,910.86	
Indirect Cost**	\$ -	\$ 6,436.05	\$ 6,436.05	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 170,213.95	\$ 6,436.05	\$ 176,650.00	

Indirect As A Percent of Direct

3.8%

Contractor Initials: JW

Date: 10/15/14

**Exhibit B-1 (2016) - Amendment #2
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: ICF Macro, Inc.

Budget Request for: BRFSS Contract
(Name of RFP)

Budget Period: SFY 2016 - (07/01/15 - 06/30/16)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 89,724.39	\$ -	\$ 89,724.39	**Indirect fixed costs represent the costs of corporate services such as Accounting, Administration, and Human Resources. For budget development purposes, our indirect costs were developed on a direct cost allocation methodology.
2. Employee Benefits	\$ 15,480.16	\$ -	\$ 15,480.16	
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	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
Commercial Data Collection Services*	\$ 232,589.45	\$ -	\$ 232,589.45	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Advance Notification Letter Printing	\$ 12,044.78	\$ -	\$ 12,044.78	
Indirect Cost**	\$ -	\$ 13,970.22	\$ 13,970.22	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 349,838.78	\$ 13,970.22	\$ 363,809.00	

Indirect As A Percent of Direct 4.0%

Contractor Initials: SM

Date: 10/15/14

Exhibit B-1 (2017) - Amendment #2

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: ICF Macro, Inc.

Budget Request for: BRFSS Contract
(Name of RFP)

Budget Period: SFY 2017 - (07/01/16 - 12/31/16)

Line Item	Direct	Indirect	Total	Allocation Method for Indirect/Fixed Cost
	Incremental	Fixed		
1. Total Salary/Wages	\$ 45,887.29	\$ -	\$ 45,887.29	**Indirect fixed costs represent the costs of corporate services such as Accounting, Administration, and Human Resources. For budget development purposes, our indirect costs were developed on a direct cost allocation methodology.
2. Employee Benefits	\$ 7,916.95	\$ -	\$ 7,916.95	
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	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
Commercial Data Collection Services*	\$ 119,175.39	\$ -	\$ 119,175.39	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Advance Notification Letter Printing	\$ 6,133.92	\$ -	\$ 6,133.92	
Indirect Cost**	\$ -	\$ 7,141.45	\$ 7,141.45	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 179,113.55	\$ 7,141.45	\$ 186,255.00	

Indirect As A Percent of Direct

4.0%

Contractor Initials: SM

Date: 10/15/14



SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party 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:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:

8. **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:
- 8.1. 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.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. 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.
 - 9.2. 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. 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.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **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.
13. **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:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. 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.

2. 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.

3. Extension:

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.

4. Insurance
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 the contractor in the amount of \$1 million per incident.



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

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

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex

New Hampshire Department of Health and Human Services
Exhibit G



against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name: ICF Macro, Inc.

10-15-14
Date

Timothy M. Lowry
Name: Timothy M. Lowry
Title: Director, Contracts

STM



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICE

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-9563 1-800-852-3345 Ext. 9563
Fax: 603-271-8431 TDD Access: 1-800-735-2964



DATE: 5/8/2014
Item #: 34

NTJ
34

April 1, 2014

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

REQUESTED ACTION

50% Federal funds
50% General funds

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise an amendment to an agreement with ICF Macro, Inc., Purchase Order # 1028311, Vendor #175716-R001, 9300 Lee Highway, Fairfax, VA 22031, by increasing the Price Limitation by \$56,000 from \$662,455 to \$718,455 to conduct additional health surveys, effective the date of Governor and Council approval through December 31, 2014. This agreement was originally approved by Governor and Council on February 16, 2013, Item #37.

Funds are available in SFY 2014 with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

See attachment for financial details

EXPLANATION

Funds requested in this amendment to the existing contract will be used to conduct and complete an additional 546 cell phone health interviews in the 2014 BRFSS 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.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 1, 2014
Page 2

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 Proposal 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 Proposal, 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 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 its bid was \$105,467 lower than the bid submitted by Issues and Answers, Inc. The bid summary is attached.

In the 2013 survey year, ICF Macro Inc. has collected 6,595 health interviews and provided the New Hampshire BRFSS program with a valid sample to measuring general health status, behavior, prevention and screening in the adult population in New Hampshire.

As of March 2014, ICF Macro Inc. has collected 1,924 health surveys and is on target to collect the needed sample size for 2014.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 1, 2014
Page 3

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%

Area served is statewide.

Source of Funds: 50% Federal Funds from the Centers for Disease Control and Prevention and 50% Other Funds from UNH.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
Behaviorial Risk Factor Surveillance Survey**

**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
100% Other Funds**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	519-500360	BRFSS Behavior Risk Factor	90016400	142,440.00	-	142,440.00
			Sub-Total	142,440.00	-	142,440.00
SFY 2014	519-500360	BRFSS Behavior Risk Factor	90016400	304,227.50	-	304,227.50
	519-500360	BRFSS Behavior Risk Factor	90016402	12,500.00		12,500.00
	519-500360	BRFSS Behavior Risk Factor	90016406	-	28,000.00	28,000.00
			Sub-Total	316,727.50	28,000.00	344,727.50
SFY 2015	519-500360	BRFSS Behavior Risk Factor	90016400	167,787.50	-	167,787.50
			Sub-Total	167,787.50	-	167,787.50
			Sub-Total	626,955.00	28,000.00	654,955.00

**05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS
84.76% Federal Funds AND 15.24 General Funds**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500731	Contracts for Prog Svc	90077011	21,000.00	-	21,000.00
			Sub-Total	21,000.00	-	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
100% Federal Funds**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90041000	14,500.00	-	14,500.00
			Sub-Total	14,500.00	-	14,500.00

**05-95-90-900510-5667 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CHRONIC DISEASE ASTHMA
100% Federal Funds**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90019004	-	28,000.00	28,000.00
			Sub-Total	-	28,000.00	28,000.00
			Total	662,455.00	56,000.00	718,455.00



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

This 1st Amendment to the ICF Macro Inc., contract (hereinafter referred to as "Amendment One") dated this 31 day of MARCH, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and ICF Macro Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 9300 Lee Highway, Fairfax, VA 22031.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on 02/26/2013 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to provide additional funding to support the 2014 BRFSS survey program by increasing the cell phone sample in the 2014 survey.

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

To amend as follows:

- Form P-37, to change:
Block 1.8 to read: \$718,455
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:
Paragraph 1.1 to Paragraph 1: The contract price shall increase by \$56,000 for SFY 2014.

Paragraph 1.2 to Paragraph 1:

Funding is available as follows:

\$28,000 from 05-95-90-901510-5667-102-500731, 100% federal funds from the Centers for Disease Control and Prevention, (CDC), CFDA # 93.070, Federal Award Identification Number (FAIN), 5U5EH000509. .

\$28,000 from 05-95-90-900510-8667-519-500360, 100% other funds from the University of New Hampshire.



Delete Paragraph 6

Replace with:

6. Written requests for adjustments to amounts within the price limitation will not be accepted after May 30th of each contract year.

Add Paragraph 8 (if not in original contract)

8. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
Exhibit B-2 (2014) - Amendment 1

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

4/9/14
Date

State of New Hampshire
Department of Health and Human Services
Brook Dupee
Brook Dupee
Bureau Chief

3/31/14
Date

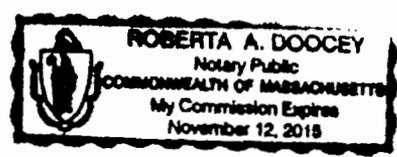
ICF Macro Inc.
Timothy M. Lowry
Name: Timothy M. Lowry
Title: Director, Contracts

Acknowledgement:

State of Massachusetts, County of Middlesex on March 31, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace



Contractor Initials: sm
Date: 3/31/14

New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

4-10-14
Date

Rosemary Went
Name: *Rosemary Went*
Title: *Asst Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. Project Description

Funds in this agreement will be used to provide telephone survey data collection services as part of the annual Behavioral Risk Factor Surveillance Survey (BRFSS). 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 and Prevention (CDC).

2. Required Activities

The contractor will conduct and complete an additional 546 cell phone health interviews in the 2014 BRFSS survey.

3. Compliance and Reporting Requirements

3.1. Compliance Requirements

The contractor shall use the sample provided by the Centers for Disease Control and Prevention.

3.2. Reporting Requirements

At the end of each month, prepare an ASCII (American Standard Code for Information Interchange) file to meet CDC specifications and submit the file to CDC and the Department of Health and Human Services, Division of Public Health Services, no later than the 20th day following data collection.

4. Performance Measures

- Maintain a CASRO (Council of American Survey Research Organizations) response rate that is no lower than 46%.
- Unobtrusively monitor and evaluate a minimum of 10% of randomly selected interviews, to assure adherence to protocol.

Exhibit A – Amendment #1 - Scope of Services

Contractor Initials JH



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

G&C Approved

Date 2/6/13
Item # 37

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.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
January 23, 2013
Page 4 of 4

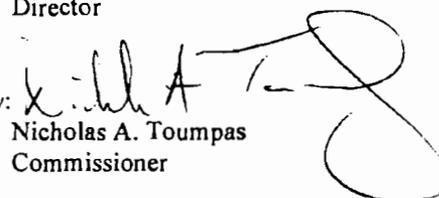
The geographic area to be served is statewide.

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

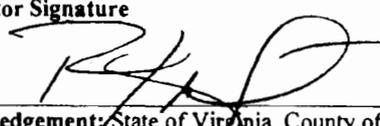
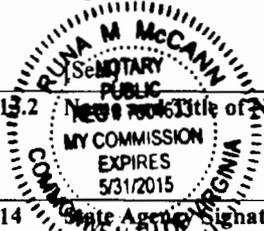
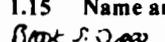
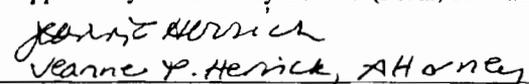
Subject: Behavioral Risk Factor Surveillance System (BRFSS) Contract for 1/1/13 to 12/31/14

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 Public 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:  Jeanne P. Herick, Attorney On: <u>31 Dec. 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

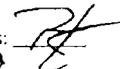
- Conduct interviews among randomly selected adults aged 18 and older using the questionnaire provided by CDC and DPHS. This task includes, but is not limited to, conducting interviews each month in accordance with the scheduling guidelines and protocol provided by CDC, randomly selecting an adult respondent 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 for 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 from 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 for 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.

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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

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Contractor Initials: 
Date: 11/29/12

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.

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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.

SUPLANTING 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 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