



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

Jeffrey A. Meyers
Commissioner

Diane Langley
Senior Director

Doris H. Lotz, MD, MPH
Chief Medical Officer

OFFICE OF QUALITY ASSURANCE AND IMPROVEMENT

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9520 1-800-852-3345 Ext. 9520
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 28, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Quality Assurance and Improvement to enter into an Agreement with Vital Research, LLC, 6380 Wilshire Boulevard, Suite 1700, Los Angeles, CA 90048 (Vendor #TBD) to field test a survey named Consumer Assessment of Healthcare Providers and Systems (CAHPS) Home and Community-Based Services (HCBS) Survey in an amount not to exceed \$277,224 effective upon Governor and Executive Council approval through March 30, 2018. 100% Federal Funds.

Funds are available in the following account in State Fiscal Year 2018 with authority to adjust amounts within the price limitation through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**05-095-095-955010-66380000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: COMMISSIONER, QUALITY ASSURANCE & IMPROVEMENT, TEFT GRANT**

State Fiscal Year	Class / Account	Class Title	Budget Amount
2018	102/500731	Contracts for Prg Scvs	\$277,224
		Total	\$277,224

EXPLANATION

Approval of this Agreement will allow the Contractor to field test a survey named Consumer Assessment of Healthcare Providers and Systems (CAHPS) Home and Community-Based Services (HCBS) Survey, including the Supplemental Employment Module to elicit experience of care feedback from Medicaid beneficiaries. The Vendor will be responsible to conduct the survey by collecting data, and analyzing and reporting on the survey data to the Department. The survey will be administered to the populations receiving services through the following Medicaid programs: Developmental Disabilities Waiver, Acquired Brain Disorders Waiver, Choices for Independence Waiver, and Community Mental Health Services for Serious Mental Illness.

Field testing of the CAHPS HCBS Survey that includes the Supplemental Employment Module is required before the Department would consider implementing this survey tool on a long-term basis. The Testing Experience and Functional Tools (TEFT) grant has presented an opportunity to contract with a Vendor to field test the survey and provide survey results. The Department will use the survey results to determine the future use of this survey as part of the Departments quality monitoring program.

The Contractor will be responsible for contacting the clients and collecting responses to the survey data using computer assisted telephone interview or computer assisted personal interview programming software. The Contractor is required to have 1,201 completed surveys to ensure statistical valid results at a 95% confidence interval $\pm 5\%$.

This Contract was competitively bid. The Department published a Request for Proposals for Consumer Assessment of Healthcare Providers and System for Home and Community Based Services Survey (RFP-2017-OQAI-02-CONSU) on the Department of Health and Humans Services website from February 8, 2017 through March 13, 2017. Three (3) proposals were received in response to the Request for Proposals. The proposals were evaluated based upon the criteria published in the Request for Proposals by a team of individuals with program specific knowledge and expertise. Vital Research, LLC was the selected vendor.

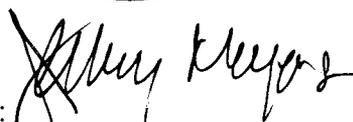
Should the Governor and Executive Council not authorize this request, the Department would likely be unable to meet the requirements of the grant and would be subject to recoupment from Center for Medicare and Medicaid Services for the grant funds expended since 2014.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Affordable Care Act: Testing Experience and Functional Tools (TEFT) grant, Catalog for Domestic Assistance, CFDA 93.627. Federal Award Identification Number (FAIN) # 1H1CMS331306-04-00.

Respectfully submitted,


Diane Langley
Senior Director

Approved by: 
Jeffrey A. Meyers
Commissioner



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

Denis Goulet
Commissioner

September 8, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Vital Research, LLC, of Los Angeles, CA as described below and referenced as DoIT No. 2017-030.

The purpose of this request is to enter into a contract agreement to field test a survey named Consumer Assessment of Healthcare Providers and Systems (CAHPS) Home and Community-Based Services (HCBS) Survey that includes the Supplemental Employment Module to elicit experience of care feedback from Medicaid beneficiaries through the home and community based programs.

The amount of the contract is not to exceed \$277,224.00, and shall become effective upon the date of Governor and Executive Council approval through March 30, 2018.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/kaf
DoIT #2017-030

cc: Bruce Smith, IT Manager, DoIT



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Consumer Assessment of Healthcare Providers
and System Survey for Home and Community
Based Services

RFP-2017-OQAI-02-CONSU

RFP Name

RFP Number

Reviewer Names

1. Michele Harlan, TECH Director of Div Behavioral Health
2. Susan Knight, Business Systems Analyst, OMBP
3. Kaarla Weston, Administrator III, Developmental Services
4. Jennifer VanderNoot, Prog Planning & Review Spclst CBCS
5. Grant Beckman, COST, Administrator II OCOM
6. Philip Nadeau, Administrator III, Office of Improvement & Integrity
7. Donna Walker, Administrator III, Div. Behavioral Health

Maximum Points	Actual Points
600	385
600	495
600	508

Bidder Name

1. Market Decisions, LLC
2. UNH Survey Center
3. Vital Research

Subject: Consumer Assessment of Healthcare Providers and System for HCBS Survey (RFP-2017-OQAI-02-CONSU)

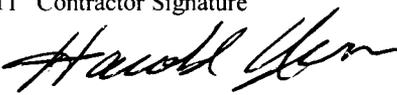
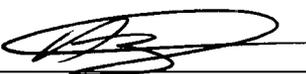
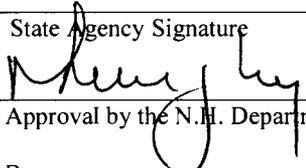
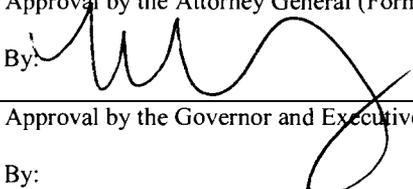
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name Vital Research, LLC		1.4 Contractor Address 6380 Wilshire Boulevard, Suite 1700 Los Angeles, CA 90048	
1.5 Contractor Phone Number 323.951.1670	1.6 Account Number 05-095-095-955010-66380000-102-500731	1.7 Completion Date March 31, 2018	1.8 Price Limitation \$277,224.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Harold Urman, President	
1.13 Acknowledgement: State of CA , County of Los Angeles On 08-25-17 , 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 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Director, Office of QA	
Date: 8/29/17			
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) (if applicable) By:  On: 8/29/17 Megan A. Y... Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials

Date

MC
8/15/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall 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 ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Days mean calendar days, Monday through Sunday, excluding State Holidays.

2. Scope of Services

- 2.1. The Contractor shall field test a survey, Consumer Assessment of Healthcare Providers and Systems (CAHPS) for Home and Community-Based Services (HCBS) Survey, including the Supplemental Employment Module to elicit experience of care feedback from Medicaid beneficiaries through the following home and community based programs:
 - 2.1.1. Developmental Disabilities Waiver
 - 2.1.2. Acquired Brain Disorders Waiver;
 - 2.1.3. Choices for Independence Waiver; and
 - 2.1.4. Community Mental Health Services for Serious Mental Illness.
- 2.2. The Contractor will be responsible to conduct the survey by collecting data, and analyzing and reporting on the survey data to the Department.
- 2.3. **Survey Administration**
 - 2.3.1. The Contractor shall begin data collection no later than 2 months after the contract effective date and continue for a maximum of one-hundred twenty (120) calendar days.



Exhibit A

2.3.2. The Contractor shall conduct the CAHPS survey and supplemental employment module using the following methodology that:

2.3.2.1. Produces statistically valid survey results.

2.3.2.2. Makes every effort to achieve the survey response rates outlined in Table 1 below:

Table 1: Survey Response Rates and Program/Populations				
Program/Populations	Approximate Program Population	Starting Sample Size	Response Rate	Minimum # of completed surveys
Acquired Brain Disorder (ABD)	242	242	62%	150
Community Mental Health Services (CMHS)	4,336	1,412	25%	353
Choices for Independence and Community Based Care Waiver (CFI)	2,904	1,360	25%	340
Developmental Disabilities Waiver (DD)	5,075	1,432	25%	358
TOTAL				1,201

2.3.2.3. Ensures the starting sample size is to be the census of the population and the final completed survey assumes a 95% confidence interval of plus or minus 5% for a composite score or global rating of 50%.

2.3.3. The Contractor shall obtain informed verbal consent from all survey respondents or their guardians prior to questionnaire or interview administration.

2.3.4. The Contractor agrees if a respondent has a guardian, the Contractor shall:

2.3.4.1 Contact the guardian first to obtain written consent for the beneficiary's participation in the survey.

2.3.4.2 Contact the beneficiary to request participation in the survey only after the guardian has provided written consent.

2.3.4.3 Obtain written consent from the guardian as in Section 2.4.20 for the use of proxies.

2.3.5. The Contractor shall increase the sample size as necessary to meet the required response rate and minimum completed survey amount as described in Section 2.3.2.2 Table 1.



Exhibit A

2.3.6. The Contractor shall use the survey sample contact information provided by the Department. The Contractor will manage the sample contact information as follows:

2.3.6.1. Audit the sample contact information and identify potential problems that could adversely affect the completion of the interviews by manually checking the contact information and then importing the information into address verification software to fill in missing contact information such as but not limited to phone numbers and addresses, to the extent possible.

2.3.6.2. Import the contact information into the Contractor's relational tracking application to house the information and manage survey data for both survey administration modes described in 2.4.1 and to identify any missing or invalid data in the sample list, such as missing contact information or required background data.

2.3.6.3. Communicate in writing to the Department with any remaining questions or potential problems with the sample list for a discussion to resolve any problems.

2.3.6.4. Prepare the final sample list for notification letters after resolving problems with the Department in Section 2.3.6.3 and ensure the final sample list meets the requirements of the sample size in Section 2.3.2.2 Table 1.

2.4. Data Collection Protocol

2.4.1. The Contractor shall employ two modes for data collection, Telephone and In-Person, based on the consumer's choice.

2.4.2. The Contractor shall follow the data collection methodology in Table 2 based on the CAHPS HCBS Survey Data Collection Protocol below for each person identified in the final sample contact list in Section 2.3.6.4 and for any increases of people in the sample size in Section 2.3.5 as follows:



Exhibit A

Table 2: CAHPS HCBS Survey Data Collection Protocol	
Task	Maximum Timeframe (from the start date in Section 2.3.1)
Send cover letter to the member. Letter will contain information in Section 2.4.8	0 days
Initiate systematic contact for all non-respondents so that at least 5 telephone calls are attempted at different times of day, on different days of the week and in different weeks. Call will initiate telephone interview, or schedule face to face interview as appropriate.	7-40 days
Initiate phone calls with Case Managers for members who couldn't be reached.	40-70 days
Final completion of surveys for all modalities.	70 – 90 days

- 2.4.3. The Contractor may implement the protocols in Section 2.4.2 Table 2 on a rolling basis such that the tasks may be staggered with groups of participants to spread out the work.
- 2.4.4. The Contractor shall use the same CAHPS HCBS Survey and Supplemental Employment module provided for both telephone and in-person.
- 2.4.5. The Contractor shall use the CAHPS HCBS Survey and Supplemental Employment module found at: <https://www.medicaid.gov/medicaid/quality-of-care/performance-measurement/cahps-hcbs-survey/index.html>
- 2.4.6. The Contractor shall use the CAHPS HCBS Survey that is designed to evaluate nine (9) composites defined by the Centers of Medicare & Medicaid Services (CMS) regarding clients' experiences' of care with the services they receive in the four Medicaid programs in Section 2.1.
- 2.4.7. The Contractor shall modify skip pattern programming depending on the HCBS program named in Section 2.1 as approved by the Department. The Contractor shall use alternative response pattern options found in the CAHPS HCBS Survey when a respondent finds the standard response options cognitively challenging.
- 2.4.8. The Contractor shall, at least seven days prior to the start of contacting members, mail an introductory letter approved by the Department to each person or guardian in the starting sample population in Section 2.3.6.4 that includes at a minimum:

2.4.8.1. The purpose of the Survey.



Exhibit A

- 2.4.8.2. Confidentiality assurances.
- 2.4.8.3. Directions that participants will be contacted for a request to participate in an in-person or telephone survey.
- 2.4.8.4. An option for members to call a toll-free number to ask questions, and schedule an in-person or telephone interview.
- 2.4.8.5. Translation of the letter into Spanish, Nepali, or other language that is spoken by participants, as needed.
- 2.4.9. The Contractor shall submit all written and electronic materials, including letters, website material, and scripts to the Department for review and approval prior to the beginning of data collection.
- 2.4.10. The Contractor will track returned and undeliverable mail and if a change of address or corrected address is provided update the participants' contact information and mail a second notification letter.
- 2.4.11. The Contractor will also email announcements as approved by the Department to case managers, service providers, and other stakeholder groups to provide them with the project information, survey administration, and project timeline.
- 2.4.12. The Contractor will provide a project website to communicate project information to participants, families, legal guardians, and other stakeholders that at a minimum will include:
 - 2.4.12.1. Information about the Survey.
 - 2.4.12.2. Information specific to Guardians.
 - 2.4.12.3. Notification letters for downloading.
 - 2.4.12.4. Frequently asked questions.
 - 2.4.12.5. Field interviewer names and photos.
 - 2.4.12.6. Letter explaining Participant Confidentiality and use of protected health information.
- 2.4.13. The Contractor shall, for every member of the starting sample population, track the number of call attempts and the disposition of each sampled participant. The Contractor shall follow the American Association for Public Opinion Research (AAPOR)



guidelines for disposition tracking and reports found at:
[http://www.aapor.org/Standards-Ethics/Standard-Definitions-\(1\).aspx](http://www.aapor.org/Standards-Ethics/Standard-Definitions-(1).aspx)

- 2.4.14. The Contractor shall make every reasonable effort to ensure optimal response rates in Section 2.3.2, and is expected to pursue contacts with potential respondents until the full data collection protocol has been completed as follows:
 - 2.4.14.1. Track response rates by program/populations identified in Table 1 on a weekly basis.
 - 2.4.14.2. Update contact information using verification software.
 - 2.4.14.3. Train and retrain, when necessary, interviewers regarding troubleshooting refusals.
 - 2.4.14.4. Follow up phone calls or mailings to individuals who express concerns about the project's legitimacy.
 - 2.4.14.5. Communicate with the Department when individuals request the Department verification of the study.
 - 2.4.14.6. Reach out to case managers about the client to obtain updated contact information, if needed.
 - 2.4.14.7. Request from the Department additional names of people to survey when needed to meet the response rate in Section 2.3.2.2.
- 2.4.15. The Contractor shall ensure that sufficient numbers of in-person and telephone interviewers will be available to be in the field for the data collection period to obtain sufficient numbers of completed interviews for each program.
- 2.4.16. The Contractor shall initiate outbound calls at least seven days after mailing the notification letters, to participants and/or legal guardians to explain the project and obtain verbal consent to schedule a telephone or in-person interview.
- 2.4.17. The Contractor shall record and track returned mailings, incorrect telephone numbers, and incorrect addresses and report them to the Department. Where corrected addresses or telephone numbers become available prior to the end of the data collection

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- phase, the Contractor will attempt to contact the selected respondent using the corrected information as in Section 2.4.10.
- 2.4.18. The Contractor agrees not to offer any incentives for the completion of surveys.
- 2.4.19. The Contractor may use proxies for beneficiaries who are not able to participate in the survey. The Contractor agrees that proxies must be someone who:
- 2.4.19.1. Does not have paid responsibilities for providing services/supports to the beneficiary.
 - 2.4.19.2. Are not family members and friends who are paid to help the beneficiary.
 - 2.4.19.3. Is familiar with the services and supports received by the member.
 - 2.4.19.4. Has ongoing and regular contact with the member.
- 2.4.20. The Contractor using proxies shall adhere to the following protocols:
- 2.4.20.1. Obtain written consent from the beneficiaries and legal guardian if the beneficiary has a legal guardian, for the use of proxies.
 - 2.4.20.2. Develop scripts to be approved by the Department that will be delivered prior to the administration of the survey that include language that the proxy should answer the survey questions as they think the beneficiary would.
 - 2.4.20.3. Allow beneficiaries to be present when the survey is administered to the proxy.
 - 2.4.20.4. Agree to not alter the text of the CAHPS survey.
 - 2.4.20.5. Omit specific survey questions as informed by the Department.
- 2.4.21. The Contractor shall provide written materials and telephone / in-person interviews in respondents' preferred language(s) and interviewers will be proficient in the respondent's preferred language.



2.4.22. The Contractor shall follow the protocols for reporting abuse and neglect provided by the Department for any interaction with the member being surveyed.

2.5. Telephone Phase

2.5.1. The Contractor shall schedule and conduct telephone interviews with clients requesting them.

2.5.2. The Contractor agrees that all members in the sample population must be called at least five times unless they are found to be ineligible (e.g. no longer receiving Medicaid HCBS, moved out of NH), away for the duration of the data collection period, are deceased, or if they explicitly refuse to participate.

2.5.3. The Contractor shall provide in-person training to all interviewers before they may conduct telephone interviews.

2.5.4. The Contractor shall call each potential participant or guardian per Section 2.3.4, to introduce the survey, explain the survey's purpose, and schedule the interview date and time if the survey cannot be completed during the initial call.

2.5.5. The Contractor shall employ separate staff for contacting respondents to schedule telephone interviews.

2.5.6. The Contractor agrees a telephone interview shall be attempted within the timeframes defined in the project timeline, for all respondents who have not requested an in-person interview or refused to participate.

2.5.7. The Contractor shall utilize Computer Assisted Telephone Interviewing (CATI) software for telephone interviews that shall be capable of:

2.5.7.1. Scheduling, managing, and tracking calls.

2.5.7.2. Managing skip patterns.

2.5.7.3. Ensuring items are not unintentionally left blank.

2.5.7.4. Allowing the Contractor to periodically unobtrusively monitor interviews and data entry.

2.5.8. The Contractor shall make at least five telephone attempts to reach each eligible person selected in the starting sample. The

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minimum of five attempts will take place on different days and hours including evenings and weekends, across different weeks.

2.5.9. The Contractor agrees that a telephone attempt must meet the following criteria:

2.5.9.1. The telephone must ring at least six times with no answer;

2.5.9.2. The interviewer reaches a dwelling in which the program participant is residing and is told that the program participant is not available to come to the telephone. The interviewer will attempt to schedule a callback date/time;

2.5.9.3. The interviewer reaches the respondent but is asked to call back at a more convenient time; or

2.5.9.4. The interviewer gets a busy signal during each of five consecutive telephone attempts (the telephone attempts must be made at least at approximately 20 minute intervals). Attempts must be made on different days at different times to optimize the interviewer's chance of reaching the respondent.

2.5.10. The Contractor shall submit the CATI interview script and questionnaire to the Department for review and approval prior to implementation of the Telephone Phase.

2.5.11. The Contractor shall employ staff trained in refusal conversion.

2.5.12. The Contractor shall supervise and monitor telephone interviewers throughout the data collection period to ensure that established protocols and procedures are followed.

2.6. In Person Phase

2.6.1. The Contractor shall schedule and conduct In-person interviews with clients requesting them.

2.6.2. The Contractor shall employ separate staff for contacting respondents to schedule in-person interviews.

2.6.3. The Contractor shall use Computer Assisted Personal Interviewing (CAPI) technology when conducting in-person interviews.



Exhibit A

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- 2.6.4. The Contractor shall provide in-person training to all interviewers before they can conduct in-person interviews.
 - 2.6.5. The Contractor shall contact respondents and schedule in-person interview appointments. The Contractor shall place a reminder call to the respondent 24 hours prior to the interview appointment.
 - 2.6.6. The Contractor shall supervise and monitor in-person interviewers throughout the data collection period in order to ensure that established protocols and procedures are followed.
 - 2.6.7. The Contractor shall submit the CAPI interview script and questionnaire to the Department for review and approval prior to implementation of the In-Person Phase.
 - 2.6.8. The Contractor shall, when the event that HCBS staff are present in the home during the in-person interview:
 - 2.6.8.1. Make every effort to request the interview be conducted in a separate room from the HCBS staff; and
 - 2.6.8.2. Make a notation at the end of the survey if the HCBS staff were present during the interview.
 - 2.7. Quality Assurance
 - 2.7.1. The Contractor shall maintain a quality assurance plan for the data and data collection as outlined in Section 2.7.
 - 2.7.2. The Contractor shall ensure the survey is conducted to produce statistically valid survey results, response rates in Section 2.3.2.
 - 2.7.3. The Contractor will ensure the auditing of the sample list in Section 2.3.6 through 2.3.6.4.
 - 2.7.4. The Contractor shall use completed surveys, when at least 50% of the core questions identified by the Department have been completed, in completing the required data analysis in Section 2.8.
 - 2.7.5. The Contractor shall program the survey into the CATI and CAPI systems to include at a minimum:
 - 2.7.5.1. Appropriate prompts, instructions in managing skip patterns to reduce data entry errors and to evaluate



Exhibit A

- data for logical consistency and other data quality issues.
- 2.7.5.2. Validate responses as the person or respondent enters information such as but not limited to checking to ensure only one answer is submitted per question, except for “Check all that apply” questions, and provide an alert if an answer is required.
 - 2.7.5.3. Ensure that all survey logic and validation programmed into the CATI and CAPI matches the paper version of the survey.
- 2.7.6. The Contractor shall test the programmed CATI and CAPI systems prior to data collection such as but not limited to:
- 2.7.6.1. Checks for skip logic patterns.
 - 2.7.6.2. Piping.
 - 2.7.6.3. Ordering of background information questions.
 - 2.7.6.4. Spelling and grammar errors.
- 2.7.7. The Contractor shall submit for Department approval two weeks prior to interviewer training the completed programmed testing of CATI and CAPI systems.
- 2.7.8. The Contractor shall require field interviewers to sync their survey data with the CAPI software management system daily to minimize the chances of lost survey data, to check for complete interviews as defined in Section 2.7.4, and to check for data entry errors.
- 2.7.9. The Contractor shall emphasize data quality in all interviewers training.
- 2.7.10. The Contractor shall have in place and employ an interviewer monitoring system. The Contractor agrees the results of the monitoring shall be used to improve the quality of data collection.
- 2.7.11. The Contractor will initially review completed telephone and in-person interviews daily to ensure that there are no issues.
- 2.7.12. On a weekly basis, following the preliminary review of the first cases in Section 2.7.11, the Contractor shall institute the following quality assurance activities with interviewers:



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- 2.7.12.1. Meet or hold conference calls with all interviewers during the data collection phase to discuss data collection efforts and identify any data or collection issues and provide additional training as needed and troubleshoot issues.
 - 2.7.12.2. Email weekly updates to the interviewers with weekly progress, helpful tips, and important reminders.
 - 2.7.12.3. Be available by email or phone on a daily basis to respond to issues as they arise with interviewers.
 - 2.7.12.4. Periodic on site/in-person meetings with interviewers.
 - 2.7.12.5. Live monitoring and/or review of recorded interviews.
 - 2.7.12.6. Monitoring and preliminary analysis of data for early detection of potential problems with data collection software or interviewers.
- 2.7.13. The Contractor shall review preliminary raw data on a weekly basis for errors and validate potential errors with the interviewer if necessary.
- 2.7.14. The Contractor will validate the data, after data collection has ended, as follows:
- 2.7.14.1. Review open-ended responses to look for systemic errors.
 - 2.7.14.2. Review frequencies for each question to identify any errors in processing.
 - 2.7.14.3. Review final dispositioning of records.
 - 2.7.14.4. Notify the Department upon finding the issues, with any data issues such as the date, amount of data affected, and the cause.
- 2.7.15. The Contractor shall provide all data files to the Department within sixty (60) days from the completion of the data collection in a format defined by the Department.
- 2.7.16. Prior to delivering data files to the Department, the Contractor shall review data to identify and correct any errors or document issues that cannot be corrected by checking at a minimum, but not limited to:



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- 2.7.16.1. Out-of range values and outliers;
 - 2.7.16.2. Missing data;
 - 2.7.16.3. Invalid or duplicate responses;
 - 2.7.16.4. Variable distributions or, if necessary, checking for the violation of assumptions (e.g., normality, skew, kurtosis) across variables or residuals; and
 - 2.7.16.5. Frequencies and standard deviations.
- 2.7.17. The Contractor shall identify the following when a data issue that cannot be resolved is discovered:
- 2.7.17.1. The cause of the data issue;
 - 2.7.17.2. The amount of data compromised; and
 - 2.7.17.3. When the data was compromised.
- 2.7.18. The Contractor shall conduct follow up quality calls for ten (10) % of the in-person respondents interviewed to determine:
- 2.7.18.1. If the interview was conducted; and
 - 2.7.18.2. Evaluation of the interviewer's timeliness, courteousness, and communication skills.
- 2.7.19. The Contractor shall institute a monitoring and evaluation program of at least 10% of all completed telephone interviews, during the telephone component of the data collection protocol and use results from the monitoring and evaluation program for quality improvement during the data collection period. The Contractor at a minimum will:
- 2.7.19.1. Have Quality Assurance staff observe interviewers by using audio-visual monitoring equipment.
 - 2.7.19.2. Review samples of each interviewer's work and provide feedback to the interviewer on how to improve responses and quality.
 - 2.7.19.3. Evaluate interviewers using performance metrics to include but not limited to interviewer efficiency, productivity and attendance.
 - 2.7.19.4. Coach and retrain staff as necessary.

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- 2.7.19.5. Remove interviewers from the project should they not be able to meet the performance measures of a period of time.
- 2.7.20. The Contractor shall institute a monitoring and evaluation program during the in-person component of the data collection protocol and use results from the monitoring and evaluation program for quality improvement during the data collection period. The Contractor at a minimum will:
- 2.7.20.1. Have Quality Assurance staff visit interviewers at least twice during scheduled in person interviews.
- 2.7.20.2. Observe interviewers to check that survey protocols are being followed.
- 2.7.20.3. Evaluate interviewers, by completing the Interviewer Skills Checklist, for the required interviewer behaviors and skills such as arriving on time, wearing their photo identification, taking the time to explain the purpose of the survey, obtaining consent appropriately, and conducting the interview in a private location.
- 2.7.20.4. Check that interviewers are recording participant's responses correctly by marking the participant's responses in a separate survey and having the tracking data base compare coded responses for agreement.
- 2.7.20.5. Remove interviewers from the project should interviewers not maintain a minimum 90% score on the Interviewers Skills Checklist and a minimum 90% agreement ($\% \text{ Agreement} = \frac{\text{Number of Questions with the same answer}}{\text{Total Number of Questions}}$) on recording participant's response choices.
- 2.7.20.6. Provide feedback to each interviewer after each observed session to improve data collection.
- 2.7.20.7. Use the results of the observations and evaluation of the interviewers on how to improve data collection overall for the project.



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- 2.7.20.8. Complete for at least 10% of the completed in-person interviews verification phone calls to confirm at least the following:
- a. The interview took place;
 - b. The respondent's experience with the Interviewer; and
 - c. The Interviewers' timeliness, communication skills, and level of courtesy.
- 2.7.20.9. Report to the Department the data obtained from the verification phone calls in Section 2.7.20.8.

2.8. Data Analysis Requirements

- 2.8.1. The Contractor shall provide raw data of the survey results in a format defined by the Department within 60 days after data collection has been completed. The data set shall at a minimum include all of the sample members included in the survey process, their final dispositions, and their response data, accompanied by a data dictionary.
- 2.8.2. The Contractor shall audit the complete data set to identify and correct any errors such as those described in Section 2.7.16.
- 2.8.3. Within 7 days of the discovery of the issue, the Contractor shall document and report to DHHS, pursuant to Section 2.7.17, any issue with the data that cannot be resolved.
- 2.8.4. The Contractor shall complete statistical analysis of the survey data using the CAHPS Marco Program or other standard CAHPS analysis methods that includes but is not limited to:
- 2.8.4.1. Case-mix adjusted and unadjusted estimates;
 - 2.8.4.2. Imputation of missing case-mix variables if necessary;
 - 2.8.4.3. Additional individual item measures as specified by the Department;
 - 2.8.4.4. All estimates shall include 95% confidence intervals; and
 - 2.8.4.5. Survey results by each of the four target program areas and at the state level.



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- 2.8.5. The Contractor shall perform statistical testing comparing each of the four target HCBS programs to the state total.
- 2.8.6. The Contractor shall provide survey results for the total survey population (all programs combined) and include weights (calculated using the reciprocal of the probability of selection unless otherwise specified) to account for the complex sampling framework, differing selection probabilities, and to reflect the probability of selection of sampled individuals from each program population.
- 2.8.7. Using the results of the survey and CAHPS guideline, the Contractor will calculate the following analytic variables:
- 2.8.7.1. Nine (9) Composite measures
 - 2.8.7.2. Three (3) Global ratings
 - 2.8.7.3. Three (3) Recommendation measures
 - 2.8.7.4. Five (5) Unmet needs measures
 - 2.8.7.5. One (1) Physical safety measure
 - 2.8.7.6. the employment module
- 2.8.8. The Contractor shall release only to the Department survey data, reports, or any other information regarding the survey.

2.9. Reporting Requirements

- 2.9.1. The Contractor shall utilize a report template provided by the Department and additionally release to the Department a report with the following sections:
- 2.9.1.1. Executive Summary (1-2 pages):
 - a. Background and Purpose of the Report;
 - b. Overview of the survey;
 - c. Notable Results; and
 - d. Recommendations for improvement.
 - 2.9.1.2. Methods:
 - a. Development of the survey;
 - b. Collection of survey data; and
 - c. Analytic Plan including case mix adjustment.



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- 2.9.1.3. How to Interpret Results:
- a. Description of Composites and Ratings; and
 - b. Description of 95% Confidence Intervals and significance testing.
- 2.9.1.4. Results:
- a. Survey Respondent Characteristics;
 - b. Composite measures by HCBS program and for the state;
 - c. Global Ratings and Recommendations by HCBS program and for the state; and
 - d. Individual Questions.
- 2.9.1.5. Conclusions and Recommendations:
- a. Survey Results;
 - b. Survey Administration; and
 - c. CAHPS Survey.
- 2.9.1.6. Report writing should conform to the following technical specifications:
- a. A clearly stated purpose;
 - b. A clear and logical organizational structure;
 - c. A logical and orderly presentation of complex ideas;
 - d. Definitions of medical terms;
 - e. Explanations of technical language;
 - f. Definitions of acronyms and initials on first reference;
 - g. The use of short, clear, concise sentences;
 - h. The use of active voice;
 - i. Accurate and complete material; and
 - j. Include graphics to be formatted for consistency, adequate spacing, legibility, attractive presentation, and color charts.

2.9.2. The Contractor shall submit a draft final report to the Department that adheres to Section 2.8 and 2.9 no later than March 16, 2018, to allow the Department to provide feedback and updates to the report. The Contractor will incorporate the Department's feedback



and updates to the report and resubmit the report to the Department within five business days of receiving the Department's feedback.

- 2.9.3. The Contractor agrees that reports must be submitted in both Microsoft Word and PDF format that meet Federal law Section 508 29 USC 794d compliance requirements.

2.10. Project Management and Support

- 2.10.1. The Contractor shall provide a work plan, no later than 30 calendar days after the contract effective date, which shall include, but not be limited to:

2.10.1.1. All related and accompanying tasks for each activity;

2.10.1.2. Timeframes for completing each activity; and

2.10.1.3. The party responsible for completing the activity.

- 2.10.2. The Contractor shall host weekly conference calls with Department staff throughout the project period, or as needed upon mutual agreement of the parties.

- 2.10.3. The Contractor shall participate in conference calls with CMS grant officers as directed by the Department.

- 2.10.4. The Contractor shall provide weekly written progress AAPOR reports based on specifications from the Department, and at a minimum they shall include:

2.10.4.1. An outline summarizing the key work performed during the weekly period that includes at minimum, encountered and predicted key issues, challenges, remedies, any problems, scheduled work for the upcoming period including progress against the work plan described in Section 2.10.1, and other relevant information.

- 2.10.5. The Contractor shall respond to all Department inquiries by email no later than two (2) business days (Monday through Friday, excluding weekends and State Holidays) of receiving the inquiry.



3. Staffing and Training

- 3.1. The Contractor shall provide a project manager as a single point of contact who will coordinate all aspects of the project.
- 3.2. The Contractor shall designate a contact person to resolve any questions or discrepancies regarding invoices. The Contractor shall provide the Department with the name, title, telephone number, fax number and email address of the contact person.
- 3.3. The Contractor shall also notify the Department in the event of a change of the designated personnel assigned to the project.
- 3.4. The Contractor shall provide sufficient staffing to complete the survey.
- 3.5. The Contractor shall ensure that all personnel have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold.
- 3.6. Prior to the start of data collection, the Contractor shall design and deliver training to all customer service, interviewing, data collection, and management staff that includes the following elements:
 - 3.6.1. An overview of the project including the purpose of the survey, administration, data collection procedures, and general interview guidelines;
 - 3.6.2. An overview of the disability groups served by HCBS programs and appropriate age, disability, and cultural etiquette for a person-centered approach;
 - 3.6.3. Telephone and/or in-person interview protocol and procedures, including interview accommodations and interaction with provider staff;
 - 3.6.4. General interviewing techniques including: consent process, making initial contacts, scheduling of interviews, tracking dispositions such as reasons for participant refusals, dealing with reluctant respondents, conducting interviews in a professional manner, avoiding influencing or biasing responses, following scripts verbatim, using nondirective probes, recording responses accurately, when to use alternate responses, and maintaining a neutral and professional relationship with the respondent;
 - 3.6.5. A review of the survey questions and the tools used to administer the survey with potential issues, prompts, when to use alternate



Exhibit A

- responses, and guidance to the interviewers for specific questions;
- 3.6.6. Importance of quality in administering the survey and coding the correct responses;
 - 3.6.7. Confidentiality, privacy, and data security, including HIPAA Exhibit I; and
 - 3.6.8. Abuse, exploitation, and neglect reporting.
- 3.7. The Contractor shall submit all training curriculum and materials for review and approval by the Department prior to the start of data collection.
 - 3.8. The Contractor shall use, as provided by the Department, the training resources, letters, call centers scripts, and training materials from CMS for administering round 2 of the HCBC CAHPS survey.
 - 3.9. The Contractor upon Department direction shall modify the resources in Section 3.8 to meet the standards in this scope of work.
 - 3.10. The Contractor shall submit all training resources in Section 3.9 and other training curriculum and materials for review and approval by the Department prior to the start of data collection.
 - 3.11. The Contractor shall ensure that all staff interacting with survey respondents are trained in working with mental health clients and are aware of the protocol for handling clients that may be agitated and for making appropriate referrals of these clients to a Departmental Behavioral Health staff member.

4. Data and Document Requirements

- 4.1. The Contractor agrees that ownership of all data collected for, and analysis resulting from this survey belongs exclusively to the Department.
- 4.2. The Contractor shall include "Credits" on all documents, notices, press releases, research reports and other materials, in accordance with Exhibit C, Paragraph #13.
- 4.3. The Contractor agrees to "Prior Approval and Copyright Ownership", in accordance with Exhibit C Paragraph #14.

5. Data Confidentiality and Retention

- 5.1. The Contractor shall preserve the confidentiality, integrity, and accessibility of State of NH data with administrative, technical, and physical information security controls and measures that conform to all



Exhibit A

applicable federal, state, and industry standards, including but not limited to HIPAA, HITECH, NH RSA 359-C, and NIST 800-53v4; industry best practice for security controls implementation. The Contractor will apply these and other controls to its own information processing environment; and ensure the same is applied within any other subcontractor information processing environments utilized to process or store State of NH protected data.

- 5.2. The Contractor shall understand Medicaid data and processing protocols and ensure that all resources assigned to perform contract services shall follow federal regulations and shall not use Medicaid data for any purposes outside the scope of this contract without the express written consent of the Department.
- 5.3. The Contractor shall comply with appropriate security to include procedures defined in HIPAA Exhibit I and the Health Information Technology for Economic and Clinical Health Act. All transactions designed for the storage and retrieval of the information will meet these requirements.
- 5.4. The Contractor shall provide a secure method of information transfer that meet State of NH standards and guidelines for secure data exchange which shall provide role-based access designed for the secure transfer of data, files, and reports. All data exchange methods employed for this scope of work for secure transfer of data will meet or exceed minimum industry standards and best practices for secure data transfer, which examples of can be found in FISMA and NIST standards.
- 5.5. The Contractor shall ensure that all current employees have been trained in HIPAA compliance and are aware of their responsibilities to protect personal health information (PHI) and other confidential information. Prior to gaining access to confidential information and each year thereafter, all Contractor employees and subcontractors who have access to confidential information shall be required to sign a confidentiality/nondisclosure agreement as part of the Contractor's assignment to provide contract services.
- 5.6. Storage
 - 5.6.1. The Contractor shall ensure the secure storage of the Department-provided data, ensuring any storage media and data is encrypted, locked, and retains control of access of any storage areas and/or facility.



Exhibit A

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- 5.6.2. The Contractor shall ensure that all facilities and offices have appropriate layers of physical access controls and monitoring ensuring access is restricted to authorized personnel only.
 - 5.6.3. The Contractor shall ensure that daily operations include policies for ensuring that confidential information is secured at the end of the duty day to prevent inadvertent disclosure to unauthorized personnel.
 - 5.6.4. The Contractor shall ensure that confidential information in paper form is stored in a separate, secure room or in locked file cabinets, accessible to authorized personnel only. Any data authorized for destruction will be destroyed according to Federal, State, and industry standards and certified and documented in writing by the data destruction agent.
 - 5.6.5. The Contractor shall ensure all data, and any copies thereof, is returned to the Department upon the Department request, or no later than contract expiration, whichever occurs first, unless otherwise instructed by the Department to destroy copied data.
 - 5.6.6. The Contractor will provide a documented process for securely disposing of data, data storage hardware, and media, or intellectual property created for the State of NH; and will obtain and provide written certification for any State data or intellectual property destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
 - 5.6.7. The Contractor shall ensure continuous control of security access to confidential or protected information, and to ensure that individual accesses are immediately removed or adjusted for any individual whose employment status or positions have changed.
 - 5.6.8. The Contractor will maintain a Breach Notification process for the purpose of notifying DHHS immediately upon discovery or knowledge of a potential breach to State owned confidential, protected, sensitive, personal data, and or intellectual property included in and as a result of this scope work.

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, subject to Holdback amount in Section 8.
2. This contract is funded with 100% federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.627, U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services, Affordable Care Act, Section 2701, Adult Health Quality Measures: Testing Experience and Functional Tools (TEFT) grant.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
4. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1.
5. Payment for said services shall be made as follows:
 - 5.1. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved budget shown in Exhibits B-1.
 - 5.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1.
 - 5.3. The Contractor will submit an invoice within thirty (30) days of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor less the Holdback amount in Section 8, within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 5.4. The invoices must:
 - 5.4.1. Clearly identify the amount requested and the services performed during that period.
 - 5.4.2. Include a detailed account of the work performed, and a list of deliverables completed during the prior month, as outlined in Exhibit A Scope of Services.
 - 5.4.3. Separately identify any work, time sheets and amount attributable and performed by a subcontractor, if applicable.
 - 5.5. The invoice must be submitted to:

Amy O'Hara, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. A final payment request shall be submitted no later than forty-five (45) days from the Form P37, General Provisions, Contract Completion Date, block 1.7.
7. The Contractor shall invoice the Department monthly for services performed in accordance with the contract.

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Exhibit B

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8. Damages Related to Failure to provide the Final Report in Exhibit A, Section 2.9.2. The Contractor shall be liable to DHHS for any losses incurred by DHHS which arise out of the failure by the Contractor to provide a final and approved report within the time frames identified in Section 2.9.2. For said reason, DHHS will holdback \$3,500 until receipt and acceptance of the final report in Exhibit A, Section 2.9.2. The Department will pay the Contractor the holdback amount in the final invoice provided the receipt and acceptance of the final report in Exhibit A, Section 2.9.2.
 9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
 10. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
 11. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to adjusting amounts between budget line items in Exhibit B-1, Budget within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1, Budget

BUDGET FORM

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

Bidder Name: Vital Research, LLC

Consumer Assessment of Healthcare Providers and System Survey for
Budget Request for: Home and Community Based Services
(Name of Contract)

Budget Period: Governor and Executive Council Approval through March 31, 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 68,250.00	\$ -	\$ 68,250.00	
2. Employee Benefits	\$ 14,469.00	\$ -	\$ 14,469.00	
3. Consultants	\$ 100,029.00	\$ -	\$ 100,029.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ 1,354.00	\$ 1,354.00	
Repair and Maintenance	\$ -	\$ 700.00	\$ 700.00	
Purchase/Depreciation	\$ 4,000.00	\$ 438.00	\$ 4,438.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 2,000.00	\$ -	\$ 2,000.00	
6. Travel	\$ 3,748.00	\$ -	\$ 3,748.00	
7. Occupancy	\$ 4,000.00	\$ 12,234.00	\$ 16,234.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ 1,261.00	\$ 1,261.00	
Postage	\$ 4,000.00	\$ -	\$ 4,000.00	
Subscriptions	\$ -	\$ 875.00	\$ 875.00	
Audit and Legal	\$ -	\$ 1,467.00	\$ 1,467.00	
Insurance	\$ -	\$ 3,596.00	\$ 3,596.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 1,000.00	\$ 1,750.00	\$ 2,750.00	
10. Marketing/Communications	\$ -	\$ 306.00	\$ 306.00	
11. Staff Education and Training	\$ -	\$ 447.00	\$ 447.00	
12. Subcontracts/Agreements	\$ 45,000.00	\$ -	\$ 45,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Field staff background checks	\$ 1,300.00	\$ -	\$ 1,300.00	
Printing	\$ 500.00	\$ -	\$ 500.00	
Translation of materials/interpretation	\$ 4,500.00	\$ -	\$ 4,500.00	
TOTAL	\$ 252,796.00	\$ 24,428.00	\$ 277,224.00	

Indirect As A Percent of Direct

9.7%



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;

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- 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.



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

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP 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 EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP 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.

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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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

Contractor Name:

8/25/17
Date

Herold Vroman
Name: Herold Vroman
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

8/25/17
Date

Harold Green
Name: Harold Green
Title: President



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

8/25/17
Date

Harold Verma
Name: *Harold Verma*
Title: *President*



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

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

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

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

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

Exhibit G

Contractor Initials

AW

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

8/25/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

8/25/17
Date

Harold Green
Name: Harold Green
Title: President

Exhibit G

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

Contractor Initials HG



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

8/25/17
Date

Harold Green
Name: *Harold Green*
Title: *President*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

AD

8/25/17



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health & Human Services
The State

[Signature]
Signature of Authorized Representative

Name of Authorized Representative

Director, Office of QA
Title of Authorized Representative

8/28/17
Date

Vital Research
Name of the Contractor

[Signature]
Signature of Authorized Representative

Harold Umson
Name of Authorized Representative

President
Title of Authorized Representative

8/25/17
Date



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

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

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

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

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

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

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

Contractor Name:

8/25/17
Date

Harold Simon
Name: *Harold Simon*
Title: *President*



FORM A

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

1. The DUNS number for your entity is: 62-320-1159
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

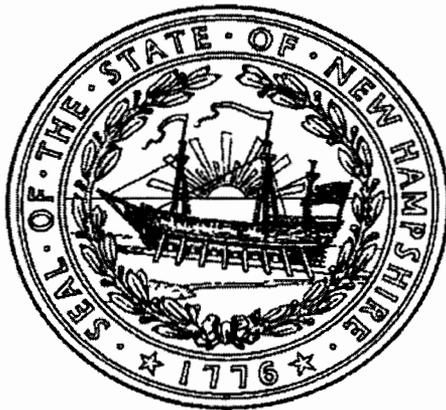
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VITAL RESEARCH, LLC is a California Limited Liability Company registered to transact business in New Hampshire on March 09, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **765979**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of August A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**MICHAEL SOUVEROFF, ESQ.
16824 MOONCREST
ENCINO, CALIFORNIA 91436**

August 27, 2017

Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, New Hampshire 03301

Re: Agreement Regarding Consumer Assessment of Healthcare Providers and System Survey for Home and Community Based Services (the "Contract")

To Whom It May Concern:

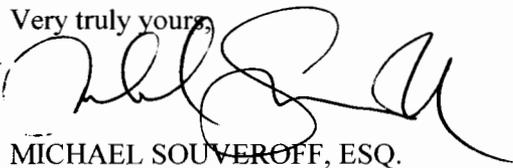
I am a licensed California attorney in good standing with the California bar. I have practiced law in Los Angeles and Orange Counties in California for over 31 years. I have provided legal services to Vital Research, LLC (the "Company") for over 5 years. In the course of providing legal services to the Company, I have become familiar with its organizational documents, ownership and business structure, and have gained the following understandings:

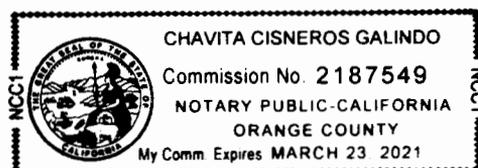
- The Company is a California limited liability company.
- Pursuant to the Company's Operating Agreement, the Company is managed by its members (i.e., owners).
- The member who will be signing the Contract, Harold Urman, owns a controlling interest in the Company.
- In accordance with the Company's Operating Agreement and his rights as the controlling member of the Company, Mr. Urman possesses the power and authority to execute contracts, documents, agreements and other instruments (as well as amendments, revisions, and modifications thereto) on behalf of the Company.
- In connection with his execution of the Contract, Mr. Urman has signed a written Company resolution which provides as follows:

"RESOLVED that HAROLD URMAN shall possess full power and authority on behalf of the Company to enter into said Contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as HAROLD URMAN may deem necessary, desirable or appropriate."

Mr. Urman has certified in writing that this resolution has not been amended or revoked, and remains in full force and effect.

Very truly yours,


MICHAEL SOUVEROFF, ESQ.



ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

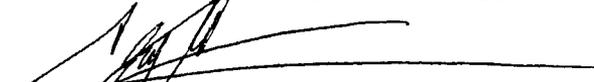
County of Orange }

On 08/28/2017 before me, Chavita Cisneros Galindo, Notary Public,
(Here insert name and title of the officer)

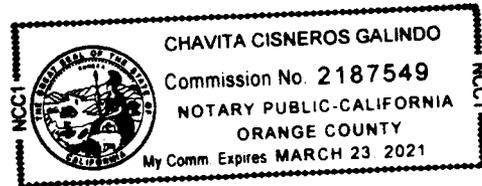
personally appeared Michael William Souveroff,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (is) are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in (his) her/their authorized capacity(ies), and that by
(his) her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



CERTIFICATE OF LIABILITY INSURANCE

LMB
RC54

DATE (MM/DD/YYYY)
8/25/2017

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

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

PRODUCER RBP INSURANCE SERVICES INC/PHS 254823 P: (866) 467-8730 F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C. No. Ext): (866) 467-8730	FAX (A/C. No.): (888) 443-6112
	E-MAIL ADDRESS:	
INSURED VITAL RESEARCH, LLC 6380 WILSHIRE BLVD STE 1700 LOS ANGELES CA 90048		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD NAIC# 11000
		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

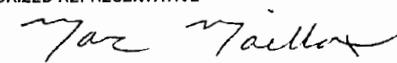
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab			72 SBA TV9350	05/01/2017	05/01/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY			72 SBA TV9350	05/01/2017	05/01/2018	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE- EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES 129 PLEASANT ST CONCORD, NH 03301	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 
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/17

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Home Assurance Co.		19380
INSURED ADP TotalSource DE IV, Inc. 10200 Sunset Drive Miami, FL 33173 U/C/F Vital Research LLC 6380 Wilshire Blvd Ste 1700 Los Angeles, CA 90048	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1784908

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 026164917 CA	07/01/17	07/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for VITAL RESEARCH LLC, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, Dept. of Health & Human Services 129 Pleasant Street Concord, NH 03301	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, Inc of Florida</i>

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