

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

July 23, 2010

CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B5200231
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR The Myers Group 2351 Henry Clower Blvd., Suite D Snellville, GA 30078 mkeener@themyersgroup.net	TELEPHONE (770) 978-3173 x360 Mary Lynne Keener
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Joyce Hight 517-241-5713 Consumer Satisfaction Survey – Department of Community Health	
CONTRACT PERIOD: From: February 2, 2005 To: August 31, 2010	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the Vendor contact is changed to:

Mary Lynne Keener
mkeener@themyersgroup.net

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor request (email dated 6/23/10), and DTMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$1,134,359.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

July 22, 2009

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B5200231
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR The Myers Group 2351 Henry Clower Blvd., Suite D Snellville, GA 30078 <p style="text-align: right;">cpayne@themyersgroup.net</p>	TELEPHONE (770) 978-3173 x360 Clarissa Payne
	VENDOR NUMBER/MAIL CODE (001)
	BUYER/CA (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Joyce Hight 517-241-5713 <p style="text-align: center;">Consumer Satisfaction Survey – Department of Community Health</p>	
CONTRACT PERIOD: From: February 2, 2005 To: August 31, 2010	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED through August 31, 2010, and INCREASED by \$37,895.00. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per DCH request (PRF dated 6/1/09), Ad Board approval on 7/21/09, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$1,134,359.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

June 19, 2008

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B5200231
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR The Myers Group 2351 Henry Clower Blvd., Suite D Snellville, GA 30078 cpayne@themyersgroup.net	TELEPHONE (770) 978-3173 x360 Clarissa Payne
	VENDOR NUMBER/MAIL CODE (001)
	BUYER/CA (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Joyce Hight 517-241-5713 Consumer Satisfaction Survey – Department of Community Health	
CONTRACT PERIOD: From: February 2, 2005 To: August 31 2009	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby **EXTENDED** through August 31, 2009, and **INCREASED** by \$210,650.00. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per DCH request, Ad Board approval on 6/17/08 and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$1,096,464.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

May 3, 2007

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B5200231
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR The Myers Group 2351 Henry Clower Blvd., Suite D Snellville, GA 30078 cpayne@themyersgroup.net	TELEPHONE (770) 978-3173 x360 Clarissa Payne
	VENDOR NUMBER/MAIL CODE (001)
	BUYER/CA (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Joyce Hight 517-241-5713 Consumer Satisfaction Survey – Department of Community Health	
CONTRACT PERIOD: From: February 2, 2005 To: August 30, 2008	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective March 23, 2007, the Vendor contact for this Contract is hereby changed to:

Clarissa Payne
2351 Henry Clower Boulevard, Suite D
Snellville, GA 30078
Phone: (770) 978-3178 Ext. 360
Email: cpayne@themyersgroup.net

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor request and DMB/Purchasing Operations' approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$885,814.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

February 27, 2007

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B5200231
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR The Myers Group 2351 Henry Clower Blvd., Suite 'D' Snellville, GA 30078 Jpotter@themyersgroup.net	TELEPHONE (770) 978-3173 John Potter
	VENDOR NUMBER/MAIL CODE (001)
	BUYER/CA (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Joyce Hight 517-241-5713 Consumer Satisfaction Survey – Department of Community Health	
CONTRACT PERIOD: From: February 2, 2005 To: August 30, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, this Contract is **EXTENDED** through August 30, 2008, and **INCREASED** by \$561,658.00. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations' approval.

INCREASE: \$561,658.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$885,814.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 17, 2006

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B5200231
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR The Myers Group 2351 Henry Clower Blvd., Suite 'D' Snellville, GA 30078 Jpotter@themyersgroup.net	TELEPHONE (770) 978-3173 John Potter
	VENDOR NUMBER/MAIL CODE (001)
	BUYER/CA (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Joyce Hight 517-241-5713 Consumer Satisfaction Survey – Department of Community Health	
CONTRACT PERIOD: From: February 2, 2005 To: August 30, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, surveys of the Mentally Ill, Developmentally Disabled and Substance Abuse populations will no longer be implemented per the original Contract. Also, this Contract is hereby DECREASED by \$21,215.00. All other terms, conditions, specifications and pricing remain unchanged.

Please note: The buyer has been changed to Kevin Dunn.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations' approval.

DECREASE: \$21,215.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$324,156.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 14, 2006

CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B5200231
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR The Myers Group 2351 Henry Clower Blvd., Suite 'D' Snellville, GA 30078 Jpotter@themyersgroup.net	TELEPHONE (770) 978-3173 John Potter
	VENDOR NUMBER/MAIL CODE (001)
	BUYER/CA (517) 241-1647 Irene Pena, CPPB
Contract Compliance Inspector: Joyce Hight 517-241-5713 Consumer Satisfaction Survey – Department of Community Health	
CONTRACT PERIOD: From: February 2, 2005 To: August 30, 2007	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this contract is hereby **INCREASED** by \$33,680.00. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per ad board approval on 4/4/06 and DMB/Purchasing Operations.

INCREASE: \$33,680.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$345,371.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

May 11, 2005

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B5200231
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR The Myers Group 2351 Henry Clower Blvd., Suite 'D' Snellville, GA 30078 Jpotter@themyersgroup.net	TELEPHONE (770) 978-3173 John Potter
	VENDOR NUMBER/MAIL CODE (001)
	BUYER/CA (517) 241-1647 Irene Pena, CPPB
Contract Compliance Inspector: Joyce Hight 517-241-5713 Consumer Satisfaction Survey – Department of Community Health	
CONTRACT PERIOD: From: February 2, 2005 To: August 30, 2007	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately the attached HIPAA Business Associate Agreement is hereby incorporated into this contract. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (Kristi Broessel) on 4/29/05 and DMB/Acquisition Services approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$311,691.00

Contract # 071B5200231
The Myers Group

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

The parties to this Business Associate Addendum ("Addendum") are the State of Michigan, acting by and through the Department of Management and Budget, on behalf of the Department of Community Health ("State") and The Myers Group, ("Contractor"). This Addendum supplements and is made a part of the existing contract(s) or agreement(s) between the parties including the following Contract(s): Consumer Satisfaction Survey Project ("Contract").

For purposes of this Addendum, the State is (check one):

- Covered Entity ("CE")
 Business Associate ("Associate")

and Contractor is (check one):

- Covered Entity ("CE")
 Business Associate ("Associate")

RECITALS

- A. Pursuant to the terms of the Contract, CE wishes to disclose certain information to Associate, some of which may constitute Protected Health Information ("PHI") (defined below). In consideration of the receipt of PHI, Associate agrees to protect the privacy and security of the information as set forth in this Addendum.
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, as amended.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, 45 CFR §§ 160.103, 164.502(e), 164.504(e), and 164.314 and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions.

- a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Regulations at 45 CFR Parts 160, 162 and 164, as amended, including, but not limited to, subpart A, subpart C ("Security Rule") and subpart E ("Privacy Rule").
- b. "Agreement" means both the Contract and this Addendum.
- c. "Contract" means the underlying written agreement or purchase order between the parties for the goods or services to which this Addendum is added.
- d. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.
- e. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf.

2. Obligations of Associate.

- a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Contract and as permitted under this Agreement. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Regulations if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of

Protected Information are set forth in Attachment A to this Addendum.

- b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Regulations if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to the Contract and this Addendum; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR § 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement to implement reasonable and appropriate safeguards to protect the Protected Information; and (iii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information or any Security Incident, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment I.
- c. Appropriate Safeguards. Associate shall implement appropriate Security Measures as are necessary to protect against the use or disclosure of Protected Information other than as permitted by the Contract or this Addendum. Associate shall maintain a comprehensive written information privacy and security program that includes Security Measures that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of Protected Information relative to the size and complexity of the Associate's operations and the nature and scope of its activities.
- d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information, whether suspected or actual, other than as provided for by the Contract and this Addendum within ten (10) days of becoming aware of such use or disclosure. If

the disclosure is a Major Disclosure, then the improper use or disclosure shall be reported within three (3) days. A Major Disclosure means any improper use or disclosure of over twenty-five percent (25%) of the Protected Information held by the Associate. CE and Associate will cooperate to mitigate the effects of any unauthorized use or disclosure and document the outcome.

- e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under this Agreement, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary of the agreement with such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.
- f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR § 164.524.
- g. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within ten (10) days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

- h. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528. As set forth in, and as limited by, 45 CFR § 164.528, Associate shall not provide an accounting to CE of disclosures made: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR § 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR § 164.502; (iii) pursuant to an authorization as provided in 45 CFR § 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR § 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR § 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within ten (10) days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.
- i. **Governmental Access to Records.** Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the HIPAA Regulations. Associate shall provide to CE a copy of any Protected Information that

Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule, including, but not limited to 45 CFR §§ 164.502(b) and 164.514(d).
- k. Data Ownership. Unless otherwise specified in the Contract, Associate acknowledges that Associate has no ownership rights with respect to the Protected Information. The CE retains all rights with respect to ownership of the Protected Information.
- l. Retention of Protected Information. Notwithstanding Section 5(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of the Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years from the date of creation or the date when it last was in effect, whichever is later, or as required by law. This obligation shall survive the termination of the Contract.
- m. Destruction of Protected Information. Associate agrees to implement policies and procedures for the final disposition of electronic Protected Information and/or the hardware and equipment on which it is stored, including but not limited to, removal before re-use.
- n. Notification of Breach. During the term of the Contract or this Addendum, Associate shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. CE and Associate will cooperate to mitigate the effects on any breach, Security Incident, intrusion, or unauthorized use and document the Security Incident and its outcome.

- b. **Notice of Changes.** CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR § 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of Protected Information, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR § 164.522.

- 4. **Term.** This Addendum shall continue in effect as to each Contract to which it applies until such Contract is terminated or is replaced with a new contract between the parties containing provisions meeting the requirements of the HIPAA Regulations, whichever first occurs. However, certain obligations will continue as specified in this Addendum.

- 5. **Termination.**
 - a. **Material Breach.** In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Contract by CE pursuant to the provisions of the Contract covering termination for cause. If the Contract contains no express provisions regarding termination for cause, the following shall apply to termination for breach of this Addendum, subject to 5.b.:
 - (1) **Default.** If Associate refuses or fails to timely perform any of the provisions of this Addendum, CE may notify Associate in writing of the non-performance, and if not corrected within thirty (30) days, CE may immediately terminate the Agreement. Associate shall continue performance of the Agreement to the extent it is not terminated.
 - (2) **Associate's Duties.** Notwithstanding termination of the Agreement, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in

the possession of Associate in which CE has an interest.

- (3) Compensation. Payment for completed performance delivered and accepted by CE shall be at the Contract price.
- (4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described in this Addendum or in the Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Agreement pursuant to Section 5(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate this Agreement, if feasible or (ii) if termination of this Agreement is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Reserved.

d. Effect of Termination.

- (1) Except as provided in paragraph (2) of this subsection, upon termination of this Agreement, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the Protected Information, Associate shall certify in writing to CE that such Protected Information has been destroyed.
- (2) If Associate believes that returning or destroying the Protected Information is not feasible, including but not limited to, a finding that record retention requirements

provided by law make return or destruction infeasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible.

6. Reserved.
7. **No Waiver of Immunity.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Michigan Governmental Immunity Act, MCL 691.1401, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*, or the common law, as applicable, as now in effect or hereafter amended.
8. Reserved.
9. **Disclaimer.** CE makes no warranty or representation that compliance by Associate with this Addendum, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of Protected Information.
10. **Certification.** To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.
11. Amendment.
 - a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties

specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the Security Rule and other applicable laws relating to the security or privacy of Protected Information. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Agreement when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws.

- b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.
12. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees, departments, agencies, or divisions based upon a claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy of Protected Information, except where Associate or its subcontractor, employee or agent is a named adverse party.
13. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

14. Effect on Contract. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect. This Addendum is incorporated into the Contract as if set forth in full therein. The parties expressly acknowledge and agree that sufficient mutual consideration exists to make this Addendum legally binding in accordance with its terms. Associate and CE expressly waives any claim or defense that this Addendum is not part of the Agreement between the parties under the Contract.
15. Interpretation and Order of Precedence. This Addendum is incorporated into and becomes part of each Contract identified herein. Together, this Addendum and each separate Contract constitute the "Agreement" of the parties with respect to their Business Associate relationship under HIPAA and the HIPAA Regulations. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations. This Addendum supercedes and replaces any previous separately executed HIPAA addendum between the parties. In the event of any conflict between the mandatory provisions of the HIPAA Regulations and the provisions of this Addendum, the HIPAA Regulations shall control. Where the provisions of this Addendum differ from those mandated by the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Addendum shall control.
16. Effective Date. This Addendum is effective upon receipt of the last approval necessary and the affixing of the last signature required.
17. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 5(d) and record retention laws ("Effect of Termination") and Section 13 ("No Third Party Beneficiaries") shall survive termination of this Agreement and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.
18. Representatives and Notice.
 - a. Representatives. For the purpose of this Agreement, the individuals identified in the Contract shall be the representatives of the respective parties. If no

representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Agreement. Either party may from time to time designate in writing new or substitute representatives.

- b. **Notices.** All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

Covered Entity Representative:

Name: Joyce Hight
Title: Senior Analyst
Department and Division: Managed Care Plan Division,
Michigan Department of Community Health
P.O. Box 30479
400 S. Pine Street, 7th floor
Lansing, MI 48909-7979

Business Associate Representative:

Name: _____
Title: _____
Department and Division: _____
Address: _____

Any notice given to a party under this Addendum shall be deemed effective, if addressed to such party, upon: (i) delivery, if hand delivered; or (ii) the third (3rd) Business Day after being sent by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

Associate

The Myers Group

By: John Potter

Print Name: John Potter

Date: 2/15/05

Covered Entity

Michigan Department of Community Health

By: Joyce Hight

Joyce Hight

Date: 02/11/05

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

April 15, 2005

**NOTICE
 OF
 CONTRACT NO. 071B5200231
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR <p style="text-align: center;">The Myers Group 2351 Henry Clower Blvd., Suite 'D' Snellville, GA 30078</p>	TELEPHONE (770) 978-3173 John Potter <hr/> VENDOR NUMBER/MAIL CODE (001) <hr/> BUYER/CA (517) 241-1647 Irene Pena, CPPB
Contract Compliance Inspector: Joyce Hight 517-241-5713 <p style="text-align: center;">Consumer Satisfaction Survey – Department of Community Health</p>	
CONTRACT PERIOD: From: February 2, 2005 To: August 30, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #071B5200062, this Contract Agreement and the vendor's quote dated 12/082004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p>	
Estimated Contract Value: \$311,691.00	

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B5200231
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR The Myers Group 2351 Henry Clower Blvd., Suite 'D' Snellville, GA 30078	TELEPHONE (770) 978-3173 John Potter VENDOR NUMBER/MAIL CODE (001) BUYER/CA (517) 241-1647 Irene Pena, CPPB
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MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071B5200062, this Contract Agreement and the vendor's quote dated 12/082004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.	
Estimated Contract Value: \$311,691.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No. 071B5200062](#). A Purchase Order Form will be issued only as the requirements of the Department of Community Health are submitted to Acquisition Services. Orders for delivery may be issued directly by the [Department of Community Health](#) through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<p>FOR THE VENDOR:</p> <p style="text-align: center;">The Meyers Group _____ Firm Name</p> <p style="text-align: center;">_____ Authorized Agent Signature</p> <p style="text-align: center;">_____ Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____ Date</p>	<p>FOR THE STATE:</p> <p style="text-align: center;">_____ Signature Irene Pena CPPB, Buyer Specialist _____ Name Services Division, Acquisition Services _____ Title</p> <p style="text-align: center;">_____ Date</p>
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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

Beginning in contract year 2005, the Michigan Department of Community Health (DCH) requests that child beneficiaries enrolled in the Medicaid health plans (MHPs) and Fee-for-Service (FFS) be surveyed every other year by a National Committee for Quality Assurance (NCQA) certified Consumer Assessment of Health Plans (CAHPS®) vendor experienced in CAHPS® survey methods and protocol.

All Medicaid health plans are required by contract to conduct annual satisfaction surveys of their adult enrollee population. For calendar years 2005 and 2006, DCH desires to have the annual adult survey data, collected by each health plan's contracted survey vendor, analyzed in a single statewide report.

Annual surveys of the adult FFS population, Children's Special Health Care Services (CSHCS) program, and Mental Health, Developmental Disabilities, and Substance Abuse programs are also requested in this proposal.

1.002 BACKGROUND

Medicaid Program

The Michigan Department of Community Health (DCH) has long been a leader in moving the delivery of its Medicaid health care services from a strictly fee-for-service (FFS) to a managed care system. As early as January 1974, the state first offered beneficiaries the option of receiving their health care from a health maintenance organization (HMO). Beginning in January of 1982 it began offering Medicaid beneficiaries the opportunity to enroll with a primary care case manager (under a program known as the Physician Sponsor Plan (PSP)). In January of 1983 the state offered Medicaid beneficiaries another partially capitated option known as a clinic plan (CP). DCH launched a major expansion of the PSP program in 1994 and thus began a major shift of Medicaid beneficiaries into managed care.

In 1997 DCH began the implementation of its value based purchasing initiative of managed care known as the Comprehensive Health Care Program (CHCP). The CHCP was designed to enroll Medicaid beneficiaries into competitively bid full risk/shared risk capitated arrangements. In July of 1998 DCH expanded the initiative statewide with the award of additional contracts bringing the total number of Medicaid contracted health plans to 30. On March 1, 2000, a contract rebid was released. Contracts were awarded on July 13, 2000, based on actuarially sound competitive pricing, evidence of quality medical care, and administrative performance, thus reducing the total number of Medicaid health plans (MHPs) to 19. Their contracts went into effect October 1, 2000. Currently there are 16 Medicaid contracted health plans.

In March 2004, DCH released a second contract rebid. The effective date of the new contracts are October 1, 2004. At the time of the rebid release, in March 2004, DCH had a total of 1,371,820 Medicaid beneficiaries. Of these 863,023 were enrolled with Medicaid contracted health plans and 508,797 were enrolled in FFS. The new contract requires that all Medicaid contracted health plans conduct annual satisfaction surveys of their adult enrollee population. Additionally, as a result of: 1) applicable Centers for Medicare and Medicaid Services (CMS) waiver requirements for some Medicaid programs, 2) program management and oversight, and/or 3) legislative oversight requirements, plans are expected to conduct annual satisfaction surveys.

Current Medicaid contracted health plans must hold and maintain accreditation as a managed care organization with the National Committee for Quality Assurance (NCQA) or Joint Commission on Accreditation of Health Care Organizations (JCAHO). After October 1, 2004, the health plans may seek accreditation with Utilization Review Accreditation Committee (URAC). New contractors have until September 30, 2006 to obtain accreditation with the NCQA, JCAHO or URAC. To seek and maintain NCQA accreditation health plans must collect and report audited CAHPS® 3.0H Adult Survey results annually.

In addition to accreditation information and Health Employer Data & Information Set (HEDIS®) measures, selected CAHPS® measures are an integral part of the annual Michigan Medicaid Managed Care Consumer Guide.



The Guide is provided to all new Medicaid enrollees and supports the Department's initiatives to provide consumers, as well as policy makers and other stakeholders, with information about the quality of care and service provided to Medicaid managed care enrollees. Selected CAHPS® measures are also a part of the DCH annual MHP Performance Bonus Award.

Children's Special Health Care Services

The Michigan Crippled Children Program was initiated by the State Legislature in 1927, with the Michigan Crippled Children Commission named as the official state agency for the program. The powers and duties of the Crippled Children Commission were expanded with the passage of Act 158 of the Public Acts of 1937. The Commission was transferred to the Michigan Department of Public Health in 1965 and is currently governed by Part 58, Act 368 of the Public Acts of 1978 (known as the Public Health Code). The name of the program was officially changed to Children's Special Health Care Services (CSHCS) in 1988.

The State of Michigan, through the CSHCS program, provides access to specialty medical care for children and certain adults who meet specific medical eligibility criteria and require the care of pediatric or adult subspecialty physicians. The program's mission has been to locate children with special health care needs, provide appropriate treatment services, and to the extent possible, prevent "crippling conditions". Optimum, long-term health outcomes for children with special health care needs are central to the program's mission, as defined by state legislation. The CSHCS program is also known as the Title V program.

About half of the children/adults enrolled in CSHCS are also enrolled in the Medicaid program. Medicaid provides preventive and primary healthcare, and CSHCS provides specialty care services for the CSHCS qualifying diagnosis. CSHCS enrollees who do not qualify for Medicaid are eligible only for specialty health care services related to their qualifying diagnosis under the CSHCS program. Medicaid and CSHCS also provide certain other services such as transportation when children meet specific criteria. Approximately 30,000 clients are enrolled in CSHCS.

As a result of: 1) applicable CMS waiver requirements, 2) program management and oversight, and/or 3) legislative oversight requirements, the state is required to conduct annual satisfaction surveys of beneficiaries enrolled in CSHCS. The DCH will be conducting a survey of this population for calendar years 2005 and 2006, under this contract. Beneficiaries will be surveyed using either the HEDIS/CAHPS® 3.0H Child Survey, a modification thereof, and/or other survey tool as specified by DCH.

Behavioral Health

In June 1998, DCH secured approval from CMS to implement a Medicaid managed care program for specialty mental health, developmental disability, and substance abuse services. Under the approved 1915(b) waiver, nearly all Medicaid state plan specialty services related to mental health and developmental disability services, as well as outpatient substance abuse services, were placed under the management of organizational entities referred to as Prepaid Inpatient Health Plans (PIHPs). Today, 18 PIHPs manage specialty behavioral healthcare services for Michigan's Medicaid beneficiaries with a mental illness or developmental disability. In addition, 16 Substance Abuse Coordinating Agencies (CAs) provide substance abuse services, usually as subcontractors to the PIHPs.

As a condition of approval of the 1915(b) waiver, the Michigan Department of Community Health is required to conduct annual consumer satisfaction surveys of Medicaid beneficiaries receiving specialty behavioral healthcare services from either a PIHP or CA. For calendar years 2005 and 2006, DCH intends to fulfill this obligation by contracting with a private vendor, experienced in survey research and implementation, to execute separate mail surveys of adults with (1) a mental illness (MI), (2) a developmental disability (DD), or (3) a substance use disorder (SA).



1.1 Scope of Work and Deliverables

1.101 IN SCOPE

The primary scope of this project is to conduct consumer satisfaction surveys of the adult and child FFS Medicaid, child Medicaid Managed Care, CSHCS, and Behavioral Health enrollees receiving services in DCH health care programs.

Specific:

- The Contractor must have experience in survey research and implementation and be a NCQA certified vendor, experienced in CAHPS® survey methods and protocol, with the ability to conduct member satisfaction surveys which meet NCQA specifications for HEDIS® submission, as applicable.
- The Contractor must provide statistically valid data for comparisons between health plans in each DCH program and/or for each population surveyed and provide information in a format which can be used in communicating program performance to consumers, health plans, the legislature, CMS, and state agencies via detailed, analytic reports. The information provided should aid participating health plans and programs in identifying areas for quality improvement efforts.
- The Contractor must develop a full analytic report of the adult MHP survey findings for each year of the contract, using each health plan's CAHPS® member and summary level data provided by DCH, the individual health plans, or their CAHPS® contractor.

1.102 OUT OF SCOPE

Reserved.

1.103 TECHNICAL ENVIRONMENT

The Contractor is required to be a NCQA certified CAHPS® vendor. Certain technical capabilities are required to attain this certification and therefore are a requirement of this contract. It is expected that the contractor will have Microsoft Excel, Access, and Project program capabilities to assist them with project management, survey implementation, and data analysis and reporting. Additional hardware and software needed for non-CAHPS® survey implementation may be required.

1.104 WORK AND DELIVERABLE

Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Contractor must develop an overall work plan that includes the following key tasks:

- A. The development of program specific work plans in Microsoft Project for the MHP, FFS, and CSHCS programs; and the capitated mental health programs, i.e., persons with mental illness (MI), persons with development disabilities (DD) and persons with a substance use disorder (SA). This plan should include but not be limited to a detailed timeline for each survey project and associated tasks.
- B. The creation of database(s), administration of survey tools, and collection of data for the MHP, FFS, and CSHCS programs; and the mental health programs (MI, DD, and SA).
- C. All data preparation, analyses, and delivery of reports for the MHP, FFS, and CSHCS programs; and the mental health programs (MI, DD, SA). This includes analysis of the adult CAHPS survey data from each of the contracted MHPs and the development of a single statewide report for each year of the contract.



Surveys of the MHP and FFS child populations will be conducted every other year beginning in 2005. The adult FFS, CSHCS and mental health populations will be conducted for each year of the contract, i.e., 2005 and 2006.

1.104.1 - MHP (Child) and FFS Surveys (Adult and Child Versions)

For each contract year the Contractor shall conduct a CAHPS® survey of adult Medicaid beneficiaries who are enrolled in the FFS program. (See Appendix A for the sample size). The most current CAHPS® 3.0H protocol should be followed where appropriate and feasible, using the mixed methodology option for survey implementation. Source for the sample frame will be DCH administrative records. The Contractor shall use the eligible member files supplied to them by DCH to construct the sample frames. The questionnaire to be utilized for the survey of the adult FFS population will be the adult version of the CAHPS® or CAHPS® 3.0H FFS survey tool. (If no FFS version exists or is not applicable, the Contractor shall modify the available CAHPS® tool accordingly). The exact content of all survey tools and mailings will be subject to approval by DCH.

For contract year 2005 the Contractor shall conduct a CAHPS® 3.0H survey of the child Medicaid beneficiaries who are MHP enrollees or are in the FFS program. These populations will be surveyed every two (2) years. (See Appendix A for a listing of the sample sizes and number of health plans to be surveyed for the review period covered by this contract. The number of health plans is subject to change each year). Following the HEDIS/CAHPS® 3.0H protocol, separate surveys will be conducted for each health plan, and/or population. Sources of the sample frame records will include the participating health plans and/or DCH administrative records. The Contractor will use the eligible member files supplied to them by DCH and/or the health plans to construct the sample frames per NCQA specifications. Each health plan's member files must be audited by a certified HEDIS® auditor prior to the constructing of the sample frame files. The Contractor must obtain verification from the MHP that a certified auditor has verified the sample frame. A "delayed start-up" fee may be imposed by the Contractor against a health plan which fails to comply with required data submission to the Contractor as specified in the DCH approved project timeframe. This fee is meant to cover costs incurred by the Contractor associated with survey administration for a particular health plan.

The questionnaires to be utilized for the surveys will be the HEDIS/CAHPS® 3.0H Child survey (without the Children with Chronic Conditions (CCC) measurement set). All reproductions are to be of commercial quality, in either color or black and white with color highlights. If no applicable FFS child survey tool exists, the Contractor shall modify the managed care tool accordingly. The core questionnaires may include supplemental question modules as determined by DCH. The exact content of all survey tools and mailings will be subject to approval by DCH. It shall be the responsibility of the Contractor to seek and document NCQA approval of each questionnaire version when required by HEDIS/CAHPS® protocol. Copies of the approval notices shall be provided to DCH.

The CAHPS® 3.0H Child surveys and/or CAHPS® Child FFS surveys will be implemented according to the specifications as described in the HEDIS® 2005 Specifications for Survey Measures, Volume 3, and/or subsequent versions, or as otherwise described by NCQA, using the mixed methodology option of mail, followed by telephone surveys for non-respondents. Internet data collection is an option also, however the awarding of this contract is not subject to the Contractor's ability to conduct HEDIS® survey data using Internet enhancement capabilities. The Contractor will utilize standard questionnaires and cover letters provided by NCQA and modified by DCH as appropriate. It will be the responsibility of the Contractor to obtain prior NCQA approval for any modifications to the MHP child surveys and/or mailings.

DCH desires the option of allowing respondents to the child survey to choose a Spanish version. One method to accomplish this is to provide a brief statement on all letters and postcards offering Spanish-speaking members the opportunity to dial a 1-800 number to receive a Spanish language questionnaire in the mail or take the survey by telephone.

The sample frame records obtained from participating health plans and DCH administrative records will contain beneficiary addresses. The Contractor will describe alternative method(s) for checking beneficiary addresses to assist in ensuring the highest survey response rate possible. The Contractor will also describe their process for telephone data collection for non-respondents which complies with NCQA protocol. The Contractor will propose alternative methods to obtain the telephone numbers, in the event that DCH and/or the health plans cannot supply complete and accurate telephone lists.



At all times during the data collection period the Contractor will maintain a toll-free telephone number that is accessible weekdays from 8 a.m. to 8 p.m. Eastern Standard time. Trained personnel competent to handle questions pertaining to the purpose and completion of the survey will staff this number.

It is expected that the Contractor will obtain from NCQA the detailed file specifications, the data collection tool for reporting both aggregate and member level data, and the specifications to calculate the composite scores. The Contractor will be responsible for reporting all data as specified by NCQA, including response rates. All automated data tapes and other files submitted to NCQA, DCH, and/or the health plans will be cleaned, edited, and contain appropriate documentation to facilitate analysis. Due dates for all materials shall reflect those as defined by NCQA and applicable for the reporting period.

The Contractor will be responsible for the data entry, cleaning, analysis and proper storage of all results obtained, following NCQA protocol where applicable.

The Contractor shall be responsible for the production and delivery of separate analysis reports of the adult and child FFS and child MHP populations. Initial draft versions of each report are due to the DCH Project Manager within one month of completion of the surveys. It is expected that final reports will be delivered no later than three months, or ninety (90) days following survey completion. For CAHPS® 3.0H surveys, survey completion is defined as receipt of NCQA validated member and summary level files by the Contractor. The deliverables for this portion of the project are further explained under Section 1.302A.

1.104.2 – MHP Adult CAHPS® 3.0H Statewide Report

For contract years 2005 and 2006 the Contractor shall create a detailed analytical report using the adult CAHPS® member level and/or summary level survey data from each of the contracted health plans. The report will include an overall assessment summarizing each health plans' performance including comparisons to the health plan weighted and non weighted average score and/or current benchmarks for the ratings and composite measures, as well as other selected survey questions. The NCQA generated member and summary level files will be made available to the contractor from DCH, the individual health plans or their CAHPS® contractor. The initial draft version of the report is due to the DCH Project Manager within one month of the Contractor's receipt of the data files. It is expected that final reports will be delivered no later than three months, or ninety (90) days following receipt of the data files. The deliverables for this portion of the project are further explained under Section 1.302B.

1.104.3 – Children's Special Health Care Services

For contract years 2005 and 2006 the contractor shall conduct a member satisfaction survey of beneficiaries enrolled in CSHCS. (See Appendix A for a listing of the sample sizes for each of the review periods covered by this contract). Using the HEDIS/CAHPS® 3.0H Child Survey protocol as a framework, surveys will be conducted of the CSHCS population. Sources of the sample frame records will be DCH administrative records. The contractor will use the eligible member files supplied to them by DCH to construct the sample frames. The questionnaires to be utilized for the surveys will be modifications of the HEDIS/CAHPS® 3.0H Child Survey as determined by DCH with the contractor's assistance. The core questionnaires may include supplemental modules as determined by DCH. The exact questionnaire content of all survey tools will be subject to approval by DCH. The contractor will be responsible for the formatting and production of the survey tool/questionnaire. Implementation of the surveys will be guided by HEDIS/CAHPS® specifications and protocol including two (2) survey mailings with telephone follow-up, modified as necessary for the populations being surveyed. Pre-notification postcards, survey cover letters, and reminder postcards will be modified by DCH as necessary. The cover letter sent with the second questionnaire will differ from the letter sent with the first questionnaire. The contractor will be responsible for the development (sampling plan, sample frame, production of survey tool(s) and all respondent notices) and the implementation of the survey plan (creation of database(s), administration of survey tool(s) and collection of data).

The sample frame records obtained from DCH administrative records will contain beneficiary addresses. The contractor will describe alternative method(s) for checking beneficiary addresses to assist in ensuring the highest survey response rate possible. The contractor will also describe their process for telephone data collection for non-respondents. The contractor will propose alternative methods to obtain telephone numbers, in the event that DCH cannot supply complete and accurate telephone lists.



At all times during the data collection period the contractor will maintain a toll-free telephone number that is accessible weekdays from 8 a.m. to 8 p.m. Eastern Standard time (EST). Trained personnel competent to handle questions pertaining to the purpose and completion of the survey will staff this number.

The contractor will be responsible for the data entry, cleaning and analysis of all results obtained.

The contractor shall be responsible for the production and delivery of an analysis report as defined by DCH. The initial draft version of the report is due to the DCH Project Manager within one month of completion of the survey. It is expected that final reports will be delivered no later than three months, or ninety (90) days following survey completion. The deliverables for this portion of the project are further explained under Section 1.302C.

1.104.4 – Behavioral Health

For each year of the contract, the Contractor shall conduct separate satisfaction surveys of probability samples of each population using the 28-item Mental Health Statistics Improvement Program (MHSIP) survey instrument and/or other survey tool as specified by DCH. The surveys will be administered by mail.

Specific eligibility criteria for the construction of each sampling frame have been developed by DCH and will be provided to the Contractor. In general, however, each frame will be comprised of non-institutionalized, adult Medicaid beneficiaries who received behavioral healthcare services from either a PIHP or CA between October 1 and September 30, of each measurement year.

In order to facilitate construction of the sampling frames, DCH will establish liaisons for the Contractor at each PIHP and CA. PIHP liaisons will assume responsibility for identifying all consumers who meet eligibility criteria for the MI and DD surveys and forwarding that information to the vendor. CA liaisons will perform the same functions for the SA survey. Once sample respondents have been selected, the liaisons will provide the vendor with the names and addresses of these individuals.

Given response rates for each population that have varied between 20 and 40 percent during the last several years, the following sample sizes will be employed to achieve an acceptable level of precision in the estimation of population parameters:

Sample Size

- Survey of persons with a mental illness (MI) n = 1000
- Survey of persons with a developmental disability (DD) n = 500
- Survey of persons with a substance use disorder (SA) n = 2000

In order to improve historically low response rates, \$3000 should be included in the project budget for an incentive program for each year of the contract. Since Medicaid regulations prohibit the use of cash incentives, DCH will require the Contractor to conduct raffles of color televisions. One television will be awarded to a randomly selected respondent from each survey population for each year of the contract.

Project budgets should be developed using the following data collection protocol:

1. Initial questionnaire mailing (1st class mail) with cover letter and postage-paid return envelope (1st class mail);
2. Postcard reminder – approximately 1-week after initial mailing;
3. Second questionnaire mailing to non-respondents (1st class mail) with cover letter and postage paid return envelope (1st class mail) – approximately 1-month after the first mailing; and
4. Second postcard reminder – approximately 1-week after second mailing.



The Contractor shall be responsible for the preparation of all survey materials including questionnaires, cover letters, reminder postcards, and return envelopes and shall incur all costs associated with production and mailing. All reproductions are to be of commercial quality, in either color or black and white. The content and format of all printed materials are subject to the prior approval of DCH. At least ten (10) business days before the first mailing of the questionnaires, the Contractor shall provide DCH and each PIHP and CA, a copy of all materials being sent to the sample respondents.

The Contractor shall be responsible for all activities related to the collection, preparation, and analysis of the survey data. In addition the Contractor shall maintain a toll-free telephone number, staffed with trained personnel, accessible from 8 am to 8 pm EST, to answer questions respondents may have regarding the surveys.

Upon completion of all survey work, the Contractor will submit to DCH an integrated final report that presents the results of each survey in one document. The initial draft version of the report is due to the DCH Project Manager within one month of completion of the survey. It is expected that final reports will be delivered no later than three months, or ninety (90) days following survey completion. Specifications for the content and structure of the final report are enumerated in Section 1.302D.

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The written proposal should indicate the competence of personnel whom the Contractor intends to assign to the project. Qualifications will be measured by education and experience, with particular reference to experience on projects similar to that described in the RFP. Emphasis will be placed upon the qualifications of Contractor's Project Manager and the Manager's dedicated management time as well as that of other key personnel working on this project.

Resumes shall include detailed, chronological work experience, including name and phone number of person or persons who may be contacted for each project or work assignment. Proposals containing false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If in the opinion of the State, such condition to mislead the State in its evaluation of the proposal, and the attribute, condition of capability as a requirement of this proposal, the proposal shall be rejected.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The Contractor will carry out this project under the direction and control of the Department of Community Health (DCH), Medical Services Administration.

The DCH Contract Administrator, also known as the Consumer Survey Project Manager, will manage the overall project at the state level. The Project Manager is authorized to manage the project's day-to-day activities for the duration of the contract. The Project Manager maintains continuous liaison with the Contractor as necessary to oversee the various stages of the project. All work products and deliverables are approved by the Project Manager before being sent to DCH management for final approval. The Project Manager meets with the Contractor at least weekly for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which may arise.

The Contract Administrator/Consumer Survey Project Manager for this project is:

Joyce Hight, Senior Analyst
Managed Care Plan Division
Michigan Department of Community Health
Capitol Commons Center, 7th floor
400 S. Pine Street, P.O. Box 30479
Lansing, MI 48909-7979
telephone: (517) 335-5246, fax: (517) 241-5713
hightj@michigan.gov



The CSHCS and Behavioral Health survey projects shall be assisted by a designated staff person from each area whose expertise will be necessary to provide for the optimum outcome of each project. The Project Manager will maintain oversight of the CSHCS and Behavioral Health survey projects with each staff directly involved in their respective projects for the duration of each, providing guidance with the sampling processes, survey tools, mailings, and analytic reports.

1.203 OTHER ROLES AND RESPONSIBILITIES

Reserved.

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT

- A. Within five (5) working days of the award of the Contract, the Contractor will submit a work plan to the DCH Project Manager for final approval. The implementation plan must include the following:
- 1) The Contractor's project organizational structure.
 - 2) The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of the accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - 3) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
 - 4) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the work plan.
- B. Although there will be continuous liaison with the Contractor team, the client agency's Project Manager will meet bi-weekly at a minimum, with the Contractor's project manager for the purpose of reviewing progress, revising the project plan as necessary, and providing necessary guidance to the Contractor in solving problems which may arise. These weekly meetings will also be used for review and feedback by DCH during the survey report process. Bi-weekly contacts may occur less frequently subject to the consent of both parties.
- C. The Contractor will submit brief written bi-weekly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project manager; and notification of any significant deviation from previously agreed-upon work plans. DCH and the Contractor shall mutually agree to the timing of the delivery of these reports. These reports shall be submitted in either an electronic or hard copy format as mutually agreed upon by DCH and the contractor, to the attention of the Project Manager.
- D. In addition, during the survey implementation phase of the project, the Contractor shall submit a Weekly Survey Production Status Report for the MHP (child), FFS (adult and child), CSHCS, and Behavioral Health program samples, as applicable. All weekly status reports shall contain total survey and individual plan and/or program results by population (adult and child), as applicable. These reports shall include the following information at a minimum:
- (1) number of surveys mailed
 - (2) number of mail returns
 - (3) number of completed surveys received
 - (4) number of ineligible
 - (5) telephone follow-up status (numbers loaded and call outcomes) (as applicable)
 - (6) number & status of non-respondents
 - (7) up-to-date response rate.

These reports may be submitted in either an electronic or hard copy format as mutually agreed upon by DCH and the Contractor, to the attention of the Project Manager.



1.302 REPORTS

A. MHP (Child Version) and FFS (Adult and Child Versions)

- 1) A copy of the finalized adult and child survey materials (e.g., survey tools, letters and reminder mailings) as approved by NCQA if applicable, for each health plan or program, along with a copy of the NCQA approval, if applicable, will be submitted to DCH. Each of the participating health plans will receive a copy of the materials being sent to their members along with a copy of the NCQA approval. All of these materials will be provided to DCH and the health plans in hard copy at least ten (10) business days prior to the start of the data collection phase of the project. The survey tools, letters, and reminder mailings shall also be provided in electronic format to the DCH Project Manager.
- 2) Tables:
 - a) Banner Tables: Two (2) hard copies and one electronic copy of the crosstable reports for each plan and/or program and the total, including all questionnaire items and the CAHPS® composite variables (indexes/scales) displayed by respondent demographic results (e.g., age, sex, time in plan, overall satisfaction, health status) for all choices for all questions. Recoded variables should be shown in their final distribution. Summary statistics such as means, standard deviations, and standard errors may also be included for many items and constructed variables.
 - b) A report documenting final disposition of each plan's or program's adult and/or child survey. Report items shall be presented as totals and by individual health plans or program and shall include the following information: 1) sample size(s), 2) number of surveys mailed, 3) number of surveys completed, 4) number of mail returns, 5) number of ineligible, 6) telephone follow-up status, 7) number and status of non-respondents, and 8) response rate.
 - c) A complete set of member and summary level data files shall be provided to each participating health plan and to DCH after validation by NCQA, if applicable.
- 3) Full analysis report of the MHP child (2005), and FFS adult (2005 and 2006) and child (2005) survey findings. The Contractor shall submit a copy of their analytical methodology to DCH with their proposal. The Contractor shall follow HEDIS/CAHPS® methodology as described in HEDIS® 2005 Specifications for Survey Measures, Volume 3, and/or subsequent versions, utilizing statistical analysis to detect differences at a 95% confidence level. At a minimum, the full analysis report should include the following:
 - (a) An executive summary outlining the history/background of the CAHPS® 3.0H or the CAHPS® 3.0 as applicable, and a detailed description of the key findings on a statewide and plan-to-plan basis.
 - (b) A report of plan-to-plan and FFS comparisons for each of the composite scores and ratings questions to include the statewide overall average score for each composite and rating. A comparison to current Medicaid child CAHPS® 3.0H benchmarks may be requested for the child MHP survey.
 - (c) Key drivers of overall satisfaction may be requested as well as trending analyses of the FFS adult composites and ratings using CAHPS® data collected from the previous one to two years by DCH.
 - (d) A report of plan-to-plan and FFS comparisons for selected survey questions, to be determined jointly by the Contractor and DCH, illustrated in color graphs/tables/charts.

B. MHP (Adult Version)

Full analysis report of the adult MHP survey findings using the NCQA generated member and summary level data obtained from DCH, the individual MHPs, or their vendors. The Contractor shall submit a copy of their analytical methodology to DCH with their proposal.



The Contractor shall follow HEDIS/CAHPS® methodology as described in HEDIS® 2005 Specifications for Survey Measures, Volume 3, and/or subsequent versions, utilizing statistical analysis to detect differences at a 95% confidence level. At a minimum, the full analysis report for CAHPS 3.0H should include the following:

- 1) An executive summary outlining the history/background of the CAHPS® 3.0H and describing the key findings on a statewide basis.
- 2) A report of plan-to-plan comparisons for each of the composite scores and ratings questions to include the overall mean and weighted and non weighted average score for each composite and rating with comparisons to current Medicaid adult CAHPS® 3.0H benchmarks. The Contractor must have access to the benchmarks as published in the NCQA Quality Compass.
- 3) Key drivers as well as trending analyses of the statewide composites and ratings may be requested by DCH as part of the analytic report. The trending analyses would use data collected from the previous one to two years by DCH and/or the health plans.
- 4) A report of plan-to-plan comparisons for the demographic and access questions, the Advising Smokers to Quit Rate, as well as other selected survey questions, to be determined jointly by the Contractor and DCH and illustrated in color graphs/tables/charts.

C. CSHCS

- 1) A copy of the finalized survey materials (e.g., survey tool, letters, and reminder mailings) as approved by DCH. Copies of which will be provided to DCH at least ten (10) business days prior to the start of the data collection phase of the project. The survey tools, letters, and reminder mailings shall also be provided in electronic format to the DCH Project Manager.
- 2) Tables:
 - a) Two (2) hard copies and one electronic copy of the crosstable reports to include all questionnaire items and the CAHPS composite variables (indexes/scales). A full frequency distribution of weighted responses for each item is also expected with percentages for valid responses only. Recoded variables should be shown in their final distribution. Summary statistics such as means, standard deviations, and standard errors may also be included for many items and constructed variables.
 - b) A report documenting final disposition of the program's survey. Report items shall be presented as totals and shall include the following information: 1) sample size, 2) number of surveys mailed, 3) number of surveys completed, 4) number of mail returns, 5) number of ineligible, 6) telephone follow-up status, 7) number and status of non-respondents, and 8) response rate.
 - c) A complete set of member level data files shall be provided to DCH.
 - d) Full analysis report of the survey findings in the format as defined by DCH. The narrative shall report the applicable composite measures and global ratings reported as statewide and regional averages. Regions will be defined by DCH. Color tables/graphs/charts shall be utilized to report the data.

D. Behavioral Health

- 1) A copy of the finalized survey materials (e.g., survey tools, letters, and reminder mailings) as approved for each program. Each participating PIHP and CA will receive a copy of the materials being sent to their members. All of these materials will be provided to DCH and the PIHPs/CAs at least ten (10) business days prior to the start of the data collection phase of the project. The survey tools, letters, and reminder mailings shall also be provided in electronic format to the DCH Project Manager.



- 2) Two (2) hard copies and one electronic copy of the crosstable reports to include all questionnaire items. A full frequency distribution of weighted responses for each item is expected with percentages for valid responses only.
- 3) Full analysis report of the survey findings in the format as defined by DCH. Color tables/graphs/charts shall be utilized to report the data.

1.4 Project Management

1.401 ISSUE MANAGEMENT

Reserved

1.402 RISK MANAGEMENT

Reserved

1.403 CHANGE MANAGEMENT

Reserved

1.5 Acceptance

1.501 CRITERIA

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this Contract.

- 1) The Contractor must have experience in health care programs survey research and implementation, in various populations and utilizing alternative survey tools.
- 2) The Contractor must currently possess and maintain NCQA certification to collect HEDIS® Survey Results and have previous recent experience conducting CAHPS® 3.0H surveys. Each survey vendor is assigned by NCQA a maximum capacity of samples. For the purposes of this contract, and taking into consideration the number and variation of types of surveys to be performed, the state is requiring the Contractor have the capacity to survey a **minimum** of 50 samples per year.
- 3) For each contract year the Contractor must have the resources to conduct member satisfaction surveys which meet NCQA specification for HEDIS® submission, as applicable.
- 4) The Contractor must have the ability to analyze survey data in a succinct and detailed yet easily understood manner and should report meaningful findings including but not limited to comparisons between health plans, DCH programs or populations, or year to year findings, as applicable,
- 5) The Contractor must provide project references in their proposal. DCH requests a minimum of one reference for each of the following survey areas:
 - a) General health care programs survey research and implementation.
 - b) CAHPS® 3.0H surveys.
 - c) Survey research and implementation of specialized populations, e.g., Children with Special Health Care Needs and Behavioral Health.
- 6) The Contractor must include in their proposal at least one example each of a 2004 HEDIS®/CAHPS full analysis survey report and a non-CAHPS® full analysis survey report conducted in 2004. The reports must have been written by a staff person(s) to be involved in this project.

1.502 FINAL ACCEPTANCE

Reserved



1.6 Compensation and Payment

For the majority of services covered by this Contract payment is based on unit price bid for each year. The Contractor shall invoice DCH based on the number of surveys mailed for each program surveyed. The exception will be the MHP report, which will be priced as one unit for each year of the contract. All prices/rates quoted in bidder's response to this Contract will be firm for the duration of the Contract. No price changes will be permitted. (See Appendix A.)

1.601 CONTRACT PAYMENT

At this time we anticipate the payment schedule for each contract year as follows:

MHP (Child)

Payment 1: Forty percent payable upon completion of successful identification of all samples and the initial mailing of surveys to the identified sample enrollees.

Payment 2: Forty percent payable upon submission of Medicaid survey data from the contracted health plans to NCQA.

Payment 3 (final): Twenty percent payable upon delivery of all final, DCH approved MHP reports to include two copies to each MHP, and 75 (seventy-five) print copies and one electronic copy to DCH.

FFS (Adult and Child), CSHCS, and Behavioral Health

Payment 1: Forty percent payable upon completion of successful identification of all samples and the initial mailing of surveys to the identified sample enrollees.

Payment 2: Forty percent payable upon delivery of draft analysis report to DCH.

Payment 3 (final): Twenty percent payable upon delivery of the final, DCH approved report to include 50 (fifty) print copies and one electronic copy for each program surveyed.

MHP (Adult)

Payment 1: Fifty percent payable upon delivery of draft analysis report to DCH.

Payment 2 (final): Fifty percent payable upon delivery of the final, DCH approved report to include two copies to each MHP, and 75 (seventy-five) print copies and one electronic copy to DCH.

1.7 Additional Terms and Conditions Specific to this SOW

Reserved



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for Consumer Satisfaction Surveys for the State of Michigan. Orders will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

2.002 ISSUING OFFICE AND DMB CONTRACT ADMINISTRATOR

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Department of Community Health hereinafter known as the Department of Community Health. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Acquisition Services
Attn: Irene Pena, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-1647
Penai1@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for two and one half (2 ½) years and will commence with the issuance of a Contract. This will be approximately 2/01/05 through 08/30/07.

Option. The State reserves the right to exercise three (3) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.



Written notice will be provided to the Contractor within two (2) months, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU § 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations**2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.104 IT STANDARDS

1. EXISTING TECHNOLOGY STANDARDS. The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://michigan.gov/dit>.
2. PM METHODOLOGY STANDARDS. The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. This policy is referenced in the document titled "Project Management Methodology" – DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may obtain a copy of this procedure, as well as the State of Michigan Project Management Methodology, from the Department of Information Technology's website at <http://www.michigan.gov/projectmanagement>.

The contractor shall use the State's PPM to manage State of Michigan Information Technology (IT) based projects. The Requesting agency will provide the applicable documentation and internal agency processes for the methodology. If the vendor requires training on the methodology, those costs shall be the responsibility of the vendor, unless otherwise stated.

3. ADHERENCE TO PORTAL TECHNOLOGY TOOLS. The State of Michigan, Department of Information Technology, has adopted the following tools as its Portal Technology development efforts:
 - Vignette Content Management and personalization Tool
 - Inktomi Search Engine
 - E-Pay Payment Processing Module
 - Websphere Commerce Suite for e-Store applications



Vendors must use the Portal Technology Tools to implement web content management and deployment efforts for agencies. Tools used for web-based application development must work in conjunction with Vignette and Inktomi. The interaction with Vignette and Inktomi must be coordinated with the Department of Information Technology, Enterprise Application Services Office, e-Michigan Web Development team.

Under special circumstances vendors that are compelled to use alternate tools must submit an exception request to the Department of Information Technology, Enterprise Application Services Office, e-Michigan Web Development team, for evaluation and approval of each alternate tool prior to proposal evaluation by the State.

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)

Reserved

2.106 PREVAILING WAGE

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Consumer and Industry Services, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator



The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor/Vendor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Acquisition Services, Department of Management & Budget. This activity will occur only upon the specific written direction from Acquisition Services

2.203 POSSIBLE PROGRESS PAYMENTS

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered)

Reserved

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR

Reserved



2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

Bidder must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that bidder provided in the bid.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

**2.305 INDEMNIFICATION**General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.



Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General.



In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.307 CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 RESERVED

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to *one (1) year* after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.



2.312 WORK PRODUCT

Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.

Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.

The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

2.313 PROPRIETARY RIGHTS

A. Software Ownership

Ownership of Work Product by State.

All Deliverables shall be owned by the State and shall be considered works made for hire by the Contractor for the State. The State shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

Vesting of Rights. With the sole exception of any preexisting licensed works identified in Appendix [X], the Contractor shall assign, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon State's request, the Contractor and/or its personnel shall confirm such assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State shall have the right to obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

Preexisting Works. In the event that any Deliverable constitutes a Derivative Work of any preexisting work, the bidder shall ensure that their proposal pertaining to such Deliverable so indicates by references to (1) the nature of such preexisting work, (2) its owner, (3) any restrictions or royalty terms applicable to the Bidder's use of such preexisting work or State's marketing of the Deliverable as a Derivative Work, and (4) the source of Bidder's authority to employ the preexisting work in the preparation of the Deliverable.



Unless otherwise specifically agreed to by the State, before initiating the preparation of any Deliverable that is a Derivative of a preexisting work, the Contractor shall cause the State to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare Derivative Works based upon all preexisting works and Derivative Works thereof, and (2) authorize or sublicense others from time to time to do any or all of the foregoing.

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Joyce Hight, Senior Analyst
Managed Care Plan Division
Michigan Department of Community Health
Capitol Commons Center, 7th floor,
400 S. Pine Street, P.O. Box 30479
Lansing, MI 48909-7979
Telephone: (517) 335-5246, fax: (517) 241-5713
hightj@michigan.gov

2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with the [Michigan Department of Community Health](#) may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

**2.5 Quality and Warranties****2.501 PROHIBITED PRODUCTS**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

2.502 RESERVED**2.503 RESERVED****2.504 GENERAL WARRANTIES (goods)**

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.



9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

**2.507 SOFTWARE WARRANTIES**(a) Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of ninety (90) days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

(b) No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain in any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

(c) Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

(d) Third-party Software Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

**2.508 EQUIPMENT WARRANTY**

Reserved

2.509 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than thirty (30) days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.6 Breach of Contract**2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
3. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or



(c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project.



If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

A. Reservation of Rights

Any termination of the Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

B. End of Contract Transition

In the event the Contract is terminated, for convenience or cause, or upon expiration, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of the Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 270 calendar days. These efforts shall include, but are not limited to, the following:

- (1) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors.



- (2) Knowledgeable Personnel. Contractor will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. The Contractor personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.
- (3) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under the Contract. The Contractor will also provide any licenses required to perform the Services under the Contract.
- (4) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under the Contract. This shall include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level.
- (5) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.
- (6) Single Point of Contact. Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of the Contract until all product and service obligations have expired.

C. Transition out of this Contract

- (1) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Contractor agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
 - (i) Cooperating with any contractors, vendors, or other entities with whom the State contracts to meet its telecommunication needs, for at least two hundred and seventy (270) days after the termination of this Contract;
 - (ii) Reserved.
 - (iii) Providing the State with all asset management data generated from the inception of this Contract through the date on which this Contract is terminated, in a comma-delimited format unless otherwise required by the Program Office;
 - (iv) Reconciling all accounts between the State and the Contractor;
 - (v) Allowing the State to request the winding up of any pending or ongoing projects at the price to which the State and the Contractor agreed at the inception of the project;
 - (vi) Freezing all non-critical software changes;
 - (vii) Notifying all of the Contractor's subcontractors of procedures to be followed during the transition out phase;
 - (viii) Assisting with the communications network turnover, if applicable;
 - (ix) Assisting in the execution of a parallel operation until the effective date of termination of this Contract
 - (x) Answering questions regarding post-migration services;
 - (xi) Delivering to the State any remaining owed reports and documentation still in the Contractor's possession.
- (2) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
 - (i) Reconciling all accounts between the State and the Contractor;
 - (ii) Completing any pending post-project reviews.

**2.703 LIQUIDATED DAMAGES**

Reserved

2.704 STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
 - a) Cancel the stop work order; or
 - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

2.705 SUSPENSION OF WORK

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.



A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.



If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.

- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.

- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

Executive Summary

The Myers Group is pleased to present our proposal response to the Michigan Department of Community Health (DCH) – Invitation to Bid No. 07115200062 for the Consumer Satisfaction Survey Project. The Myers Group understands that the ITB is based on fulfilling the following Consumer Satisfaction Survey goals:

- Beginning in 2005, the DCH is requesting that child beneficiaries enrolled in the Medicaid Health Plans (MHPs) and Fee-for-Service (FFS) be surveyed every other year by a National Committee for Quality Assurance (NCQA) certified Consumer Assessment of Health Plans (CAHPS®) vendor experienced in CAHPS survey methods and protocol.
- In addition, all Medicaid health plans are required by contract to conduct annual satisfaction surveys of their adult enrollee population. For calendar years 2005 and 2006, DCH desires to have the annual adult survey data, collected by each health plan's contracted survey vendor, analyzed in a single statewide report.
- Annual surveys of the adult FFS population, Children's Special Health Care Services (CSHCS) program, and Mental Health, Developmental Disabilities, and Substance Abuse programs are also requested in this proposal.

As an NCQA-certified CAHPS vendor, The Myers Group is a qualified and experienced vendor who will not only meet the goals of the ITB, but will exceed the goals of the ITB.

In order to aid the Joint Evaluation Committee in proposal evaluation, The Myers Group has prepared a complete proposal in response to the ITB, using the format provided in the ITB. Per the ITB instructions, the proposal remains valid for a period of at least 90 (ninety) days from the due date for responses to the ITB.

The proposal is prepared simply and economically, providing a straightforward, concise description of The Myers Group's ability to meet the requirements of the ITB with emphasis on completeness and clarity of content. In accordance with Article 4 of the ITB and Section 4.601: Method of Award/Selection Criteria, our proposal follows the following content guideline:

Technical Proposal (six copies)

- Section 1: Work Plan/Milestones/Project Management (includes our response to ITB Sections 4.304, 4.305 and 4.306 addressing ITB Sections 1.1, 1.3, and 1.4)
- Section 2: Capabilities/Experience (includes our response to ITB Sections 4.301 and 4.302)
- Section 3: Personnel Qualifications (includes our response to ITB Section 4.303)
- Section 4: Other Considerations (includes our response to ITB Section 4.30 – Compensation and Payment, ITB Section 4.308 – Completion of Article 3: Certifications and Representations *[which addresses Section 3.502 – Business Owned by Persons with Disabilities, Section 3.503 – CRO, and Sections 3.504 and 3.503 – Place of Performance]*, ITB Section 4.501 – Past Performance, and Section 4.502 – Financial Stability)

Price Proposal (one copy, separately sealed)

- INVITATION TO BID (FORM DMB-285)
- ITB Appendix A – Pricing Page

The Myers Group understands specific criteria will be used by the State to determine acceptance of the services and/or deliverables to be provided under the ITB. Further, responses will be evaluated based upon the bidder's current ability to provide the highest level of quality services that meets the requirements and goals of the ITB, the needs of the State, and provides the best value to the State.

The following summarizes the factors the State has identified for proposal acceptance and The Myers Group's current ability to provide the highest quality services for meeting and exceeding the stated requirements and goals:

- The Myers Group has over a decade of experience in health care program survey research and implementation in various populations and using traditional as well as alternative survey tools. Our experience includes surveying adult and child beneficiaries enrolled in Medicaid and Fee-for-Service (FFS) programs as well as Children's Health Insurance Programs (CHIPs) and participants in Mental Health, Developmental Disabilities, and Substance Abuse programs. The Myers Group has exceptional health care survey experience. We have contracted to perform CAHPS surveys as well as administer several other healthcare related surveys such as Provider Surveys, Clinic Studies, Call Center Satisfaction Surveys, Member Snapshot Surveys, ECHO Surveys, Target PCP Studies, etc.
- The Myers Group currently possesses and maintains NCQA certification to collect HEDIS survey results and has previous and recent experience conducting CAHPS® 3.0H surveys. For 2003, 2004, and 2005, The Myers Group earned the highest sample capacities authorized by NCQA with certification to conduct up to 500 samples.
- The Myers Group has administered more than 870 CAHPS submissions to NCQA during the past seven years. In 2004, our projects underscore the extent to which our business is survey focused. NCQA submission was completed for 91 "standard" Commercial Adult Surveys, 34 Medicaid Adult Surveys, 25 Child surveys (10 of which included Chronic Conditions sampling and protocol), and 9 ECHO surveys for behavioral health services. In addition to these 159-survey projects, The Myers Group also administered 46 consumer satisfaction surveys that were not submitted to NCQA. All 205 of these projects required strict adherence to NCQA standards.
- For each contract year, The Myers Group will maintain the necessary resources to conduct member satisfaction surveys which meet NCQA specification for HEDIS® submission. The Myers Group has received NCQA certification each year since 1998, the first year the CAHPS surveys were introduced. HEDIS/CAHPS surveys are not just one of several product lines offered by The Myers Group; it is our core product line. The Myers Group undergoes an annual external quality review (performed by NCQA) in order to meet specific criteria for certification. The Myers Group is externally certified to perform the tasks required to provide the proposed services and deliverables.
- The Myers Group has the ability to analyze survey data in a succinct and detailed yet easily understood manner and report meaningful findings including comparison analysis between health plans, DCH programs, and/or populations, year to year trending, etc. The Myers Group is recognized throughout the industry as providing one of the most substantial and meaningful final reports for our clients. Our reporting capabilities are exceptional and customizable.
- The project references provided in our proposal include references for each of the following survey areas:
 - ◆ General health care programs survey research and implementation
 - ◆ CAHPS® 3.0H surveys
 - ◆ Survey research and implementation of specialized populations, e.g. Children with Special Health Care Needs and Behavioral Health
- This proposal includes an example of a 2004 HEDIS®/CAHPS full analysis survey report and a non-CAHPS® full analysis survey report conducted in 2004. The reports were written by staff proposed for this project.

Work Plan/Milestones/Project Management

This section of our proposal presents The Myers Group's response to ITB Sections 4.304, 4.305 and 4.306 as described in Article 4 of the ITB.

Scope of Work and Deliverables (ITB Section 4.304)

In the following subsection, The Myers Group responds to Sections 1.101 – 1.104 of the ITB.

In Scope (ITB Section 1.101)

The Myers Group understands that the primary scope of the project is to conduct consumer satisfaction surveys of the adult and child FFS Medicaid, child Medicaid managed care beneficiaries, Children's Special Health Care Services (CSHCS) beneficiaries, and Behavioral Health enrollees receiving services in DCH health care programs.

In order to ensure the Contractor's ability to provide the requirements and goals for administering the consumer satisfaction surveys, the DCH requires:

- A Contractor with experience in survey research and implementation
- A Contractor with NCQA-certification in administering CAHPS
- A Contractor experienced in CAHPS® survey methods and protocol
- A Contractor capable of conducting member satisfaction surveys which meet NCQA specifications for HEDIS® submission

The Myers Group has over a decade of experience in health care program survey research and implementation in various populations and using traditional as well as alternative survey tools. Our experience includes surveying adult and child beneficiaries enrolled in Medicaid and Fee-for-Service (FFS) programs as well as Children's Health Insurance Programs (CHIPs) and participants in Mental Health, Developmental Disabilities, and Substance Abuse programs.

The Myers Group has exceptional health care survey experience. We have contracted to perform CAHPS surveys as well as administer several other healthcare related surveys such as ECHO Surveys, Provider Surveys, Clinic Studies, Call Center Satisfaction Surveys, Member Snapshot Surveys, Target PCP Studies, etc.

The Myers Group currently possesses and maintains NCQA certification to collect HEDIS survey results and has previous and recent experience conducting CAHPS® 3.0H surveys. For 2003, 2004, and 2005, The Myers Group earned the highest sample capacities authorized by NCQA with certification to conduct up to 500 samples.

The Myers Group has administered more than 870 CAHPS submissions to NCQA during the past seven years. The Myers Group will, throughout the term of the contract, maintain the necessary resources to conduct member satisfaction surveys which meet NCQA specification for HEDIS® submission. The Myers Group has received NCQA certification each year since 1998, the first year the CAHPS surveys were introduced. HEDIS/CAHPS surveys are not just one of several product lines offered by The Myers Group; it is our core product line. The Myers Group undergoes an annual external quality review (performed by NCQA) in order to meet specific criteria for certification. The Myers Group is externally certified to perform the tasks required to provide the proposed services and deliverables.

The DCH also wants to ensure the Contractor will provide statistically valid data for comparisons between health plans in each DCH program and/or for each population surveyed, and provide information in a format which can be used in communicating program performance to consumers, health plans, the legislature, CMS, and state agencies via detailed, analytic reports. The information provided should aid participating health plans and programs in identifying areas for quality improvement efforts.

The Myers Group has the ability to analyze survey data in a succinct and detailed yet easily understood manner and report meaningful findings including comparison analysis between health plans, DCH programs, and/or populations, year to year trending, etc. The Myers Group is recognized throughout the industry as providing one of the most substantial and meaningful final reports for our clients. Our reporting capabilities are exceptional and customizable. Samples of our reports are included in Section 5: HEDIS®/CAHPS Full Analysis Survey Report and Section 6: Non-CAHPS Full Analysis Survey Report of this proposal.

The DCH must also determine that the Contractor is capable of developing a full analytic report of the adult MHP survey findings using each health plan's CAHPS member and summary level data provided by DCH, the individual health plans, or their CAHPS contractor.

The Myers Group has extensive experience in developing multi-plan aggregate reports. The Myers Group contracts annually with several health-plan associations (i.e. Michigan Association of Health Plans, HMO Alliance, Blue Cross Blue Shield Association, New England HEDIS Coalition) that require a full analytic report of the survey findings using each participating health plan's CAHPS member and summary level data. Compilation of these reports require The Myers Group to collect data from all participating plans and integrate aggregate, comparative, and benchmark CAHPS data into a user-friendly format. Working closely with the each client association, we produce CAHPS reports with exceptional analysis, which proves useful for participating plans.

Out of Scope (ITB Section 1.102)

The Myers Group agrees that DCH reserves this section of the ITB.

Technical Environment (ITB Section 1.103)

Per the ITB specifications, The Myers Group is an NCQA certified CAHPS® vendor. We have been externally evaluated by NCQA in order to verify that we have certain technical capabilities required for certification to conduct up to 500 samples annually, the highest sample capacity authorized by NCQA. The Myers Group is also fully capable of using Microsoft Excel, Access, and Project in assisting with project management, survey implementation, and data analysis and reporting. The Myers Group agrees that additional hardware and software needed for non-CAHPS survey implementation may be required.

Work and Deliverable (ITB Section 1.104)

The Myers Group proposes to provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as described in the ITB and addressed herein.

The Myers Group will develop program specific work plans in Microsoft Project for the MHP, FFS, and CSHCS programs; and the capitated mental health programs. At a minimum, the plan will include a detailed timeline for each survey project and associated tasks.

Aspects of the work plan will address the following:

- The creation of database(s), administration of survey tools, and collection of data for the MHP, FFS, and CSHCS programs; and the mental health programs (MI, DD, and SA).
- All data preparation, analyses, and delivery of reports for the MHP, FFS, and CSHCS programs; and the mental health programs (MI, DD, SA), including analysis of the adult CAHPS survey data from each of the contracted MHPs and the development of a single statewide report for each year of the contract.

The Myers Group agrees that surveys of the MHP and FFS child populations will be conducted every other year beginning in 2005, and the adult FFS, CSHCS, and mental health populations will be conducted each year of the contract.

In Section 1.2 of this proposal, The Myers Group presents a DRAFT of the proposed work plan. The work plan incorporates the following work descriptions and deliverable.

MHP and FFS Surveys (ITB Section 1.104.1)

For each contract year, The Myers Group proposes to conduct a CAHPS survey of adult Medicaid beneficiaries who are enrolled in the FFS program using the current CAHPS® 3.0H protocol and employing the mixed methodology option for survey implementation.

The Myers Group will develop the sample frame using DCH administrative records, identifying eligible member files to construct the sample frames.

The questionnaire for surveying the adult FFS population will be: the Medicaid Adult version of the CAHPS tool, the CAHPS 3.0H FFS survey tool, or a modification of the adult version of the CAHPS tool. The Myers Group fully agrees the exact content of the survey tool and mail pieces will be subject to approval by DCH.

For contract year 2005 (and every two years), The Myers Group proposes to conduct a CAHPS® 3.0H survey of the child Medicaid beneficiaries who are MHP enrollees or are in the FFS program. The Myers Group will follow the HEDIS/CAHPS® 3.0H protocol. Separate surveys will be conducted for each participating health plan and/or population.

The Myers Group will develop the sample frame for each child beneficiary survey using the participating MHP and/or DCH administrative records. The Myers Group will identify eligible member files supplied by DCH and/or the MHP to construct the sample frames per NCQA specifications. Per NCQA protocol, each MHP's member files will be audited by a certified HEDIS® auditor prior to constructing of the sample frame files. The Myers Group will require confirmation from each MHP that a certified auditor has verified the sample frame.

The Myers Group agrees a "delayed start-up" fee may be imposed against an MHP that fails to comply with required data submission as specified in the DCH approved project timeframe.

The survey questionnaire will be the HEDIS/CAHPS® 3.0H Medicaid Child Survey (without the Children with Chronic Conditions measurement set), the CAHPS 3.0H FFS survey tool, or a modification of the child version of the CAHPS tool.

The Myers Group proposes the reproductions of the questionnaire to be of commercial quality in black and white with color highlights. The core questionnaires may include supplemental questions, as determined by DCH. The Myers Group fully agrees the exact content of the survey tool and mail pieces will be subject to approval by DCH.

The Myers Group will seek and document NCQA approval of each questionnaire version when required by HEDIS/CAHPS® protocol and provide copies of the approval notices to DCH.

The CAHPS® 3.0H Child surveys and/or CAHPS® Child FFS surveys will be implemented according to the specifications as described in the HEDIS® 2005 Specifications for Survey Measures, Volume 3, and/or subsequent versions, or as otherwise described by NCQA, using the mixed methodology option of mail, followed by telephone surveys for non-respondents.

The Myers Group understands that Internet data collection is an option, but that awarding of the contract is not subject to the Contractor's ability to conduct HEDIS® survey data using Internet capabilities.

The Myers Group proposes the option of allowing respondents to the child survey to choose a Spanish version. The proposed method to accomplish this will be to provide a brief statement on all letters and postcards offering Spanish-speaking members the opportunity to dial a 1-800 number to receive a Spanish language questionnaire in the mail or take the survey by telephone.

The Myers Group understands that sample frame records obtained from participating health plans and DCH administrative records will contain beneficiary addresses.

The Myers Group employs several methods for checking beneficiary addresses to assist in ensuring the highest survey response rate possible. For each survey, our Project Manager (PM) completes a Job Control Worksheet (JCW) that describes the parameters of the survey and processes the sample frame database through our "beneficiary address-checking" software programs.

Address updating meets U.S. Postal Service (USPS) regulations and employs Coding Accuracy Support System (CASS) certified software. CASS certification checks that addresses have consistent spelling and street abbreviations are standard. It also verifies that a street address is within a U.S. Postal Service deliverable range and adds the 4-digit ZIP+4 Code to the 5-digit ZIP Code. Two CASS certified programs used by The Myers Group include the National Change of Address (NCOA) program and the Address Change Service (ACS) program.

After address verification, our Database Administration (DBA) group then pulls the sample based on specifications from the JCW and a Sample Data Statistics program is run on the sample frame database. The PM approves the sample and DBA processes the sample frame through a ZIP Code update program.

To ensure beneficiary confidentiality, DBA generates unique ID numbers for the sample members. The Myers Group also uses a unique three tiered approach to "de-duplicate" the sample file to ensure only one sample beneficiary per household is selected to receive a survey. The updated sample is pulled into our proprietary Survey Management System (SMS) for Mail Merge processing and output to the mailroom.

The proposed process for telephone data collection for non-respondents fully complies with NCQA protocol. The Myers Group offers a state of the art Computer-Assisted Telephone Interview (CATI) network that provides timely and efficient data collection. Our telephone interviewing technical and service capabilities include:

Fully automated CATI stations and supervisor stations

- Inbound and Outbound line support
- A staff to supervisor ratio of 10:1
- Sawtooth WinCATI software and a Sawtooth WinCATI supervisor
- Sawtooth Ci3 programming interface
- Virtual Network Computing (VNC) monitoring software and remote monitoring cards
- Phone Rider ISA2 adapter proactive dialer system and Lucent VINA T1s
- Spanish questionnaire programming and Spanish interviewers on staff
- Executive interviewing capabilities

In order to assure quality and accuracy is maintained throughout the telephone interviewing process the following measures are employed:

- Ten to twenty percent of all calls are validated (based on client specifications)
- VNC visual monitoring software and an auditory monitoring system are used to monitor interviewers as they conduct calls. Clients are allowed to hear surveys through remote monitoring.
- Trained and experienced interviewers use the WinCATI product developed by Sawtooth Technologies to conduct all CATI surveys. WinCATI provides full telephone interviewing automation.

Features of the system include:

- Sample and call management to ensure that every beneficiary within a sample has the opportunity to participate in the survey
- Auto dialing and proactive dialing provides greater efficiency and productivity
- Multi-lingual interviewing allows interviews with all sectors of a target sample
- Sample, quota, callback, disposition, and productivity reporting allows the Project Managers to monitor a project very closely
- Direct data and label exporting to SMS speeds results back to the analytics department

Attaining accurate and truthful interviews is a top priority of the phone center. Quality control is maintained through effective interviewer training, rigorous adherence to appropriate methodological demands, careful interviewer monitoring, and validation of the data collection process.

In the event that DCH and/or the health plans cannot supply complete and accurate telephone lists, The Myers Group maintains methods for obtaining telephone numbers. These methods include programs similar to those used in checking beneficiary addresses. The addresses and telephone numbers of each sample member are verified and/or updated using CASS registries and up-to-date external database sources such as the National Changes of Address (NCOA). The Myers Group understands the sample is one of the most critical components of a successful survey project and we employ several steps to verify and audit beneficiary files. At all times during the data collection period, The Myers Group maintains toll-free telephone numbers that are accessible weekdays from 8 a.m. to 8 p.m. Eastern Standard time. Trained personnel, competent in handling questions pertaining to the purpose and completion of the survey, staff our toll-free numbers.

Each year, The Myers Group obtains from NCQA all detailed file specifications, the data collection tool for reporting both aggregate and member level data, and the specifications to calculate the composite scores. The Myers Group reports all data as specified by NCQA, including response rates. We will also ensure all automated data tapes and files submitted to NCQA, DCH, and/or the health plans will be cleaned, edited, and contain appropriate documentation to facilitate analysis. Due dates for all materials will reflect those defined by NCQA and applicable for the reporting period.

The Myers Group proposes to be responsible for the data entry, cleaning, analysis, and proper storage of all results obtained, following NCQA protocol. The Myers Group also proposes to be responsible for the production and delivery of separate analytic reports of the adult and child FFS and child MHP populations. Initial draft versions of each report will be provided to the DCH Project Manager within one month of completion of the surveys and final reports will be delivered no later than three months, or ninety (90) days following survey completion.

For CAHPS® 3.0H surveys, The Myers Group agrees that survey completion will be defined as our receipt of NCQA validated member and summary level files.

MHP Adult CAHPS® 3.0H Statewide Report (ITB Section 1.104.2)

For contract years 2005 and 2006, The Myers Group proposes to create a detailed analytical report using the adult CAHPS member level and/or summary level survey data from each of the participating health plans. The report will include an overall assessment summarizing each health plans' performance including comparisons to the health plan weighted and non weighted average score and/or current benchmarks for the ratings and composite measures, as well as other selected survey questions.

The Myers Group understands the NCQA generated member and summary level files will be made available from DCH, the individual health plans or their CAHPS® contractor. The initial draft version of the report will be provided to the DCH Project Manager within one month of receipt of the data files and the final report will be delivered no later than three months, or ninety (90) days following receipt of the data files.

Children's Special Health Care Services (ITB Section 1.104.3)

For contract years 2005 and 2006, The Myers Group proposes to conduct a member satisfaction survey of beneficiaries enrolled in Children's Special Health Care Services (CSHCS). The Myers Group will conduct the survey of the CSHCS population using the HEDIS/CAHPS® 3.0H Child Survey protocol as a framework.

The Myers Group understands the source of the sample frame records will be DCH administrative records from which The Myers Group will identify eligible member files to construct each sample frame.

The Myers Group agrees the questionnaires used for the surveys will be a modification of the HEDIS/CAHPS® 3.0H Child Survey and the core questionnaires may include supplemental modules, as determined by DCH.

The Myers Group agrees, the exact questionnaire content of all survey tools will be subject to approval by DCH.

The Myers Group will be responsible for formatting and producing the survey tool/questionnaire. Implementation of the surveys will be guided by HEDIS/CAHPS® specifications and protocol including two (2) survey mailings with telephone follow-up, modified as necessary for the populations being surveyed.

The Myers Group agrees that pre-notification postcards, survey cover letters, and reminder postcards will be modified by DCH, as necessary and that the cover letter sent with the second questionnaire will differ from the letter sent with the first questionnaire.

The Myers Group will be responsible for the sampling plan and sample frame development, production of survey tools, and all respondent notices, and the implementation of the survey plan, which includes creation of databases, administration of survey tools, and collection of data.

Previously in our response to ITB Section 1.104.1 (MHP and FFS Surveys), The Myers Group describes:

- Methods for checking beneficiary addresses to assist in ensuring the highest survey response rate possible
- The process for telephone data collection for non-respondents
- Methods for obtaining telephone numbers in the event that DCH cannot supply complete and accurate telephone lists
- Toll-free telephone number support procedures
- Data entry, cleaning and analysis methods
- Production and delivery of an analysis report as defined by DCH
- Report deliverables

Behavioral Health (ITB Section 1.104.4)

For each year of the contract, The Myers Group proposes to conduct separate satisfaction surveys of probability samples for each Behavioral Health population identified in the ITB using the 28-item Mental Health Statistics Improvement Program (MHSIP) survey instrument and/or other survey tool, as specified by DCH.

The Myers Group understands that specific eligibility criteria for the construction of each sample frame have been developed by DCH, which we agree to follow. In order to facilitate construction of the sample frames, DCH will establish liaisons at each Prepaid Inpatient Health Plan (PIHP) and Substance Abuse Coordinating Agency (CA). PIHP liaisons will assume responsibility for identifying all consumers who meet eligibility criteria for the Mental Illness (MI) and Developmental Disability (DD) surveys. CA liaisons will perform the same functions for the Substance Use Disorder (SA) surveys. Once sample respondents have been selected, the liaisons will provide the names and addresses for individuals to be included in the sample frame.

Based on previous year response rates, The Myers Group understands that the following sample sizes will be employed to achieve an acceptable level of precision in the estimation of population parameters:

- MI consumers n = 1000
- DD consumers n = 500
- SA consumers n = 2000

The Myers Group further understands that in order to improve historically low response rates, \$3000 will be included in the project budget for an incentive program for each year of the contract.

Our proposed project budgets has been developed using the following data collection protocol:

- Initial questionnaire mailing (1st class mail) with cover letter and postage-paid return envelope (1st class mail)
- Postcard reminder – approximately 1-week after initial mailing
- Second questionnaire mailing to non-respondents (1st class mail) with cover letter and postage paid return envelope (1st class mail) – approximately 1-month after the first mailing
- Second postcard reminder – approximately 1-week after second mailing

The Myers Group will be responsible for the preparation of all survey materials including questionnaires, cover letters, reminder postcards, and return envelopes. All reproductions will be of commercial quality in black and white (color optional). The content and format of all printed materials will be subject to the prior approval of DCH. At least ten (10) business days before the first mailing of the questionnaires, The Myers Group will provide DCH and each PIHP and CA, a copy of all materials being sent to the sample respondents.

The Myers Group will also be responsible for all activities related to the collection, preparation, and analysis of the survey data, and will maintain a toll-free telephone number, staffed with trained personnel, accessible from 8 am to 8 pm EST, to answer questions respondents may have regarding the surveys.

Upon completion of all survey work, The Myers Group will submit to DCH an integrated final report that presents the results of each survey in one document. The initial draft version of the report will be provided to the DCH Project Manager within one month of completion of the survey, and the final report will be delivered no later than three months, or ninety (90) days following survey completion.

In support of the Behavioral Health survey specification, The Myers Group is extremely well acquainted with administering the Experience of Care and Health Outcomes (ECHO) survey. Similar to the MHSIP, the ECHO survey is also designed to collect consumer's ratings of their behavioral health treatment. It is intended for use by consumers, clinicians, managed behavioral healthcare organizations (MBHO), health care plans, purchasers, States, and Federal agencies.

MBHO and health plan versions of the ECHO survey are currently available. Both surveys ask the same questions about treatment and counseling services. However, the plan survey includes a few more items about administrative services, such as filling out paperwork and finding information in written materials.

The ECHO contains items assessing consumer experience with specialty behavioral health care, including mental health, alcohol and drug, and other substance abuse services. The MBHO version consists of 50 questions and the health plan version consists of 63 questions.

Work Plan (ITB Section 4.305)

In the following subsections, The Myers Group responds to Sections 1.301 and 1.302 of the ITB.

Project Plan/Timeline (ITB Section 1.301)

Within five (5) working days of the award of the Contract, The Myers Group agrees to submit a work plan to the DCH Project Manager for final approval. A DRAFT of the proposed work plan is included in this section. The implementation plan will include the following:

- The Myers Group's project organizational structure
- The Myers Group's staffing table with names and title of personnel assigned to the project. The staffing table will be in agreement with proposed staffing. The Myers Group agrees, necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each
- The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the work plan

In Section 1.3.2: Risk Management, The Myers Group presents a 3-page, Work Breakdown Structure illustration that highlights the project phases employed to administer surveys. The illustration also describes the built-in audits applied to the process.

The Myers Group agrees to meet, at a minimum, bi-weekly with the DCH Project Manager for reviewing progress, revising the project plan as necessary, and providing necessary guidance in solving problems. The weekly meetings will also be used for review and feedback by DCH during the survey report process. The Myers Group agrees that bi-weekly contacts may occur less frequently subject to the consent of both parties.

The Myers Group agrees to submit brief bi-weekly written summaries of progress that outlines the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems – real or anticipated, which should be brought to the attention of the DCH Project Manager; and notification of any significant deviation from previously agreed-upon work plans. Reports will be submitted electronically or in hard copy format. DCH and The Myers Group will mutually agree to the timing of the delivery of these reports.

In addition, during the survey implementation phase of the project, The Myers Group will submit a Weekly Survey Production Status Report for each program samples, as applicable. All weekly status reports will contain total survey and individual plan and/or program results by population and will include, at a minimum, the following information:

- Number of surveys mailed
- Number of mail returns
- Number of completed surveys received
- Number of ineligibles
- Telephone follow-up status (numbers loaded and call outcomes)
- Number & status of non-respondents
- Up-to-date response rate

Weekly Survey Production Status Reports will be submitted electronically or in hard copy format to the attention of the Project Manager.

Project Organizational Structure

On the following page, The Myers Group presents an organization chart that displays the proposed project organizational structure and the relationship of the proposed key staff within the overall corporate make-up.

Staffing Table

The following table presents The Myers Group's proposed key staff assigned to the DCH project. The staffing table includes names and title of personnel assigned to the project. If selected as the Contractor, The Myers Group agrees the staffing table will be in agreement with proposed staffing table shown herein. The Myers Group also agrees, any necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of DCH.

Our staffing profile includes individuals that are expert in the design and implementation of CAHPS surveys. The proposed staff is specifically experienced with NCQA protocol and all operations staff has received up-to-date NCQA training.

Name/Title	Major Responsibilities To Be Performed	Years Experience
Debbie Torre Director of Operations	<ul style="list-style-type: none"> ○ Provides task management for all survey operations ○ Conducts quality assurance supervision and support for survey operations team ○ Coordinates logistics for and supervise survey operations ○ Supports analysis, results interpretation, and reporting of study findings ○ Provides project status to and coordinate project activities with the Project Manager ○ Primary officer overseeing and managing compliance with state and federal laws and regulations and confidentiality issues ○ Ensures The Myers Group meets the requirements of the resulting contract 	14
Sherrelle Kyle Project Manager	<ul style="list-style-type: none"> ○ Provides project management and coordination of the survey(s) and posting of results ○ Coordinates survey with operations including survey design, printing, mailings, call center operations, survey processing, database management, analysis and reporting ○ Provides day-to-day operations, SMS support, survey design, and primary operations point of contact with the DCH ○ Coordinates all deliverables 	4
John Potter Director, Government Contracting	<ul style="list-style-type: none"> ○ Primary contact during contract negotiations ○ Serves as alternate point of contact throughout the period of performance ○ Primary contact during renewal negotiations 	16
Amy Empric Account Executive	<ul style="list-style-type: none"> ○ Serves as secondary point of contact throughout the period of performance ○ Serves as CAHPS expert resource for the project ○ Monitors and reports regulatory initiatives and changes impacting NCQA ○ Assists with final report and presentation development efforts 	12
William Herald, Ph. D. Director of Research	<ul style="list-style-type: none"> ○ Provides survey design support ○ Provides analytical evaluation of survey data ○ Establishes analytic tools and methodologies ○ Establishes reporting protocols ○ Provides final reports and presentation of results 	9
Michael Mitchell Survey Processing	<ul style="list-style-type: none"> ○ Provides survey design and questionnaire development support ○ Prepares typesetting specifications for survey ○ Supervises mailing operation ○ Processes incoming respondent survey data 	14

<p>Dave Bahlinger Manager, Analytics (Lead Analyst)</p>	<ul style="list-style-type: none"> ○ Orchestrates research collection processes, including quality control, reliability, and data integrity ○ Oversees project analytic work including member sampling, trend analysis, benchmarking, and results reporting ○ Prepares aggregate reports and supporting presentation 	<p>11</p>
<p>Jeffrey Lorber Senior Manager, CATI Operations</p>	<ul style="list-style-type: none"> ○ Provides direct operations management for all telephone survey activities ○ Recruits, retains, trains, and supervises telephone interviewers ○ Provides project status to project management team 	<p>23</p>
<p>Jeff Davis CATI Programmer/ MIS</p>	<ul style="list-style-type: none"> ○ Provides updating and creating telephone survey tools ○ Verifies data integrity ○ Performs basic statistical analysis ○ Creates in-house report applications 	<p>10</p>

In Section 3: Personnel Qualifications, The Myers Group provides detailed resumes for key personnel designated for a support role in the DCH project, including education and experience in survey design, conducting surveys, analyses of results, and length of service with The Myers Group.

Project Breakdown

On the following pages, The Myers Group presents our proposed DRAFT Project Breakdown work plan that shows sub projects, activities and tasks, and resources required and allocated to each activity and/or task. This information is formulated from our corresponding Microsoft Project DRAFT Time Phased Plan. Please note: the FFS – Adult Medicaid Beneficiaries Survey, MHP/FSS – Child Medicaid Beneficiaries Survey, CSHCS – Child Member Satisfaction Survey, and the Behavioral Health – Satisfaction Survey are all scheduled for administration during the same time of year. However, The Myers Group recommends DCH consider conducting the Behavioral Health – Satisfaction Survey closer to the September 30 cut-off date for each measurement year.

In Section 1.3.2: Risk Management, The Myers Group presents a 3-page, Work Breakdown Structure illustration that highlights the project phases employed to administer surveys. The illustration also describes the built-in audits applied to the process. A summary of physical resources used to administer surveys is provided in the table below:

Project Management	Mail Operations	CATI Operations
<p>Survey Management System</p> <ul style="list-style-type: none"> ○ Provides essential elements for assuring quality assurance & scheduling ○ Ability to store data files ○ Ability to track key events ○ Uses disposition coding ○ Automated random sampling procedure ○ Uses unique identifier ○ Transaction “history” file ○ Data backup procedures ○ Member Confidentiality 	<ul style="list-style-type: none"> ○ Personalized letters with addressing ○ Laser addressing for personalized mailings ○ Address imaging and label affixing ○ Inserting and folding ○ Sealing, metering, stamping, and sorting ○ Mailcrafters 9800 High Speed Inserting System ○ Neo-Post SI90 VersaMailer 4-Station System ○ Neo-Post SA50 Addressing Machine ○ Neo-Post SM68 Postage Meter ○ MBM 352 Folder ○ Scanning using Cardiff Software’s TELEform 7.0 Elite Enterprise ○ Two high-speed Panasonic KV-S2055 duplex scanners ○ Smart Scanning Software 	<ul style="list-style-type: none"> ○ Fully automated CATI stations and supervisor stations ○ Inbound and Outbound line support ○ A staff to supervisor ratio of 10:1 ○ Sawtooth WinCATI software ○ Sawtooth Ci3 programming interface ○ Virtual Network Computing (VNC) monitoring software and remote monitoring cards ○ Phone Rider ISA2 adapter proactive dialer system and Lucent VINA T1s ○ Spanish questionnaire programming and Spanish interviewers on staff

The Myers Group is required to undergo an annual external quality review (performed by NCQA) in order to meet specific criteria for CAHPS certification. The Myers Group is externally certified to perform the tasks required to provide the proposed services and deliverables. The certification authorized by NCQA is for The Myers Group to conduct up to 500 samples annually, the highest rating authorized by the NCQA. The Myers Group has acquired all of the necessary resources to meet the challenge of conducting hundreds of CAHPS surveys and has the capacity to manage a large volume of mail questionnaires and CATI interviews in a short period. In terms of capacity, in 2004 we administered 205 CAHPS samples. This suggests we are well within our capacity rating of 500.

As indicated by the table above, The Myers Group proposes the use of highly sophisticated scanning software. Not only does this allow us to increase survey-processing reliability, but it also allows us to offer an extremely professional-looking survey, thus increasing response rates. In Section 7: Sample Survey Tool, The Myers Group presents an example of the layout we provide for our surveys.

The following is a table for identifying the resource allocation proposed in the Project Breakdown work plan.

➤ PM = Project Manager/Account Executive	➤ LA = Lead Analyst/Manager Analytics
➤ DO = Director, Operations	➤ SP = Survey Processing Department
➤ CATI = Computer-Assisted Telephone Interviewing Department	➤ AD – Analytics Department



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Sub-Project: General Project Administration Activities/Tasks					
Contract Award	12/15/04	12/15/04	0	DCH	N/A
Prepare work plan for submission to DCH PM	12/16/04	12/21/04	4	TMG	PM
Within five (5) working days of the award, submit a work plan to the DCH PM for approval	12/22/04	12/22/04	0	TMG	PM
Schedule Kick-off Meeting	12/22/04	12/22/04	0	TMG	PM
Provide kick-off meeting agenda	01/12/05	01/12/05	0	TMG	PM
Contract Start Date	01/19/05	01/19/05	0	DCH	N/A
Kick-off meeting with DCH	01/19/05	01/19/05	1	DCH/TMG	DO, PM, LA
Prepare kick-off meeting notes	01/20/05	01/21/05	2	TMG	PM
Finalize work plan/timeline	01/20/05	01/21/05	2	TMG	PM
Deliver notes/work plan to DCH	01/21/05	01/21/05	0	TMG	PM
Agency approves work plan/timeline	01/24/05	01/24/05	0	DCH	N/A
Sub-Project: FFS – Adult Medicaid Beneficiaries Survey (Annually) – Years 2005, 2006, 2007					
Begin preparing Adult FSS Survey using CAHPS® 3.0H protocol mixed methodology	12/15/04	12/15/04	0	TMG	PM
NCQA detailed file specifications obtained	12/15/04	12/15/04	0	TMG	PM
Begin Survey Tool/Mailings preparation: use standard questionnaires and cover letters provided by NCQA and modified by DCH as appropriate	12/15/04	12/15/04	0	TMG	PM



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Provide Medicaid Adult version of the CAHPS, required text for mailings, and instructions for preparing the database and deliver to DCH for modification and database prep	01/12/05	01/12/05	0	TMG	PM
Determine supplemental question modules (Kick-off meeting)	01/19/05	01/19/05	1	DCH/TMG	DO, PM, LA
Receive required items from DCH for all mailings	01/19/05	01/19/05	1	DCH	N/A
Prepare and review surveys/proofs	01/24/05	01/26/05	2	TMG	PM, SP
Prepare and review all print materials/proofs	01/26/05	01/27/05	2	TMG	PM, SP
Spanish version set-up w/ 1-800 number option	01/26/05	01/27/05	2	TMG	PM, SP
Provide DCH with all proofs for approval (at least ten business days prior to the start of the data collection phase)	01/28/05	01/28/05	1	TMG	PM
The exact content of all survey tools and mailings approved by DCH	02/02/05	02/02/05	0	DCH	N/A
NCQA approval of each questionnaire and modifications to the mailings	02/04/05	02/04/05	0	TMG	PM
Copies of the approval notices provided to DCH	02/04/05	02/04/05	1	TMG	PM
Print all project materials using commercial quality printed in black and white with color highlights	02/07/05	02/18/05	10	TMG	PM, SP
Source for the sample frame received from DCH	01/26/05	01/26/05	0	DCH	N/A
Confirm sample audit certification, if necessary	01/27/05	01/28/05	2	TMG	PM
Prepare Db/SMS for project	01/27/05	02/02/05	5	TMG	PM, LA



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Construct eligible member files supplied by DCH to construct the sample frames using NCQA protocol (Sample Size: 1,350)	02/14/05	02/16/05	3	TMG	PM
Check beneficiary addresses/telephone numbers	02/17/05	02/18/05	2	TMG	PM
Using NCQA, mixed methodology option of mail, followed by telephone surveys for non-respondents, begin survey administration	02/21/05	02/21/05	1	TMG	PM
Ensure toll-free telephone number is in place	02/21/05	02/21/05	1	TMG	PM
Prepare mail pieces and questionnaire for mailing	02/22/05	02/22/05	1	TMG	PM
Provide postage/return postage for survey admin	02/22/05	02/22/05	1	TMG	PM
Mail first wave – survey, cover letter, etc	02/23/05	02/24/05	2	TMG	SP, PM
Process responses	02/28/05	03/31/05	31	TMG	SP, PM
Mail second wave – thank you/reminder	02/28/05	03/03/05	4	TMG	SP, PM
Mail third wave – non-respondent survey, cover letter, etc.	03/31/05	04/01/05	2	TMG	SP, PM
Process responses	03/31/05	04/21/05	21	TMG	SP, PM
Mail fourth wave – thank you/reminder	04/04/05	04/07/05	4	TMG	SP, PM
Prepare for CATI survey administration	04/18/05	04/21/05	4	TMG	CATI, PM
Initiate CATI interviews for non-respondents	04/22/05	05/06/05	14	TMG	CATI, PM
Process responses	04/22/05	05/06/05	15	TMG	SP, PM
Data Collection Completed	05/06/05	05/06/05	0	TMG	PM



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Compile raw data, clean data, and prepare for NCQA analysis	05/09/05	05/11/05	3	TMG	AD, PM
Prepare NCQA analysis and properly store of all results	05/12/05	05/13/05	2	TMG	AD, PM
Review and approval of data prior to NCQA submission by appropriate stakeholders (data cleaned, edited, and documentation to facilitate analysis provided).	05/16/05	05/20/05	5	DCH	N/A
Report results to NCQA	05/26/05	05/27/05	2	TMG	AD, PM
Receive NCQA validated member and summary level files	06/01/05	06/01/05	0	TMG	PM
Prepare separate analysis reports of the adult FFS populations (draft)	06/02/05	06/30/05	28	TMG	AD, PM
Initial draft versions of each report due	07/01/05	07/01/05	0	TMG	PM
Prepare separate analysis reports of the adult FFS populations (final)	07/05/05	08/29/05	56	TMG	AD, PM
Final reports due (on or before)	08/30/05	08/30/05	0	TMG	PM
Sub-Project: MHP/FSS – Child Medicaid Beneficiaries Survey (Every 2 Years) – Years 2005, 2007					
Begin preparing Child MHP (15 MHPs)/FSS (1 FSS) Survey using CAHPS® 3.0H protocol mixed methodology	12/15/04	12/15/04	0	TMG	PM
NCQA detailed file specifications obtained	12/15/04	12/15/04	0	TMG	PM
Begin Survey Tool/Mailings preparation: use standard questionnaires and cover letters provided by NCQA and modified by DCH as appropriate	12/15/04	12/15/04	0	TMG	PM



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Provide Medicaid Child version (w/o CCC) of the CAHPS, required text for mailings, and instructions for preparing the database and deliver to MHPs & DCH for modification and database prep	01/12/05	01/12/05	0	TMG	PM
Determine supplemental question modules (Kick-off meeting) – MHP & DCH supplemental questions	01/19/05	01/19/05	1	MHP/DCH/ TMG	DO, PM, LA
Receive required items from MHP/DCH for all mailings	01/19/05	01/19/05	1	MHP/DCH	N/A
Prepare and review surveys/proofs	01/24/05	01/26/05	2	TMG	PM, SP
Prepare and review all print materials/proofs	01/26/05	01/27/05	2	TMG	PM, SP
Spanish version set-up w/ 1-800 number option	01/26/05	01/27/05	2	TMG	PM, SP
Provide MHP/DCH with all proofs for approval (at least ten business days prior to the start of the data collection phase)	01/28/05	01/28/05	1	TMG	PM
The exact content of all survey tools and mailings approved by DCH	02/02/05	02/02/05	0	DCH	N/A
NCQA approval of each questionnaire and modifications to the mailings	02/04/05	02/04/05	0	TMG	PM
Copies of the approval notices provided to DCH	02/04/05	02/04/05	1	TMG	PM
Print all project materials using commercial quality printed in black and white with color highlights	02/07/05	02/18/05	10	TMG	PM, SP
Source for the sample frame received from MHP/DCH	01/26/05	01/26/05	0	DCH	N/A
Confirm sample audit certification for MHP files	01/27/05	01/28/05	2	TMG	PM
Prepare Db/SMS for project	01/27/05	02/02/05	5	TMG	PM, LA



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Construct eligible member files supplied by MHP/DCH to construct the sample frames using NCQA protocol (Sample Size: MHP = 1,650 / FSS = 1,650)	02/14/05	02/16/05	3	TMG	PM
Check beneficiary addresses/telephone numbers	02/17/05	02/18/05	2	TMG	PM
Using NCQA, mixed methodology option of mail, followed by telephone surveys for non-respondents, begin survey administration	02/21/05	02/21/05	1	TMG	PM
Ensure toll-free telephone number is in place	02/21/05	02/21/05	1	TMG	PM
Prepare mail pieces and questionnaire for mailing	02/22/05	02/22/05	1	TMG	PM
Provide postage/return postage for survey admin	02/22/05	02/22/05	1	TMG	PM
Mail first wave – survey, cover letter, etc	02/23/05	02/24/05	2	TMG	SP, PM
Process responses	02/28/05	03/31/05	31	TMG	SP, PM
Mail second wave – thank you/reminder	02/28/05	03/03/05	4	TMG	SP, PM
Mail third wave – non-respondent survey, cover letter, etc.	03/31/05	04/01/05	2	TMG	SP, PM
Process responses	03/31/05	04/21/05	21	TMG	SP, PM
Mail fourth wave – thank you/reminder	04/04/05	04/07/05	4	TMG	SP, PM
Prepare for CATI survey administration	04/18/05	04/21/05	4	TMG	CATI, PM
Initiate CATI interviews for non-respondents	04/22/05	05/06/05	14	TMG	CATI, PM
Process responses	04/22/05	05/06/05	15	TMG	SP, PM
Data Collection Completed	05/06/05	05/06/05	0	TMG	PM



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Compile raw data, clean data, and prepare for NCQA analysis	05/09/05	05/11/05	3	TMG	AD, PM
Prepare NCQA analysis and properly store of all results	05/12/05	05/13/05	2	TMG	AD, PM
Review and approval of data prior to NCQA submission by appropriate stakeholders (data cleaned, edited, and documentation to facilitate analysis provided).	05/16/05	05/20/05	5	DCH	N/A
Report results to NCQA	05/26/05	05/27/05	2	TMG	AD, PM
Receive NCQA validated member and summary level files	06/01/05	06/01/05	0	TMG	PM
Prepare separate analysis reports of the adult and child FFS and child MHP populations (draft)	06/02/05	06/30/05	28	TMG	AD, PM
Initial draft versions of each report due	07/01/05	07/01/05	0	TMG	PM
Prepare separate analysis reports of the adult and child FFS and child MHP populations (final)	07/05/05	08/29/05	56	TMG	AD, PM
Final reports due (on or before)	08/30/05	08/30/05	0	TMG	PM
Sub-Project: CSHCS – Child Member Satisfaction Survey (Annually) – Years 2005, 2006					
Begin preparing CSHCS Survey using CAHPS® 3.0H Child Survey protocol.	12/15/04	12/15/04	0	TMG	PM
NCQA detailed file specifications obtained	12/15/04	12/15/04	0	TMG	PM
Begin Survey Tool/Mailings preparation: use standard questionnaires and cover letters as appropriate	12/15/04	12/15/04	0	TMG	PM



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Provide Medicaid Child version (w/o CCC) of the CAHPS, suggested text for mailings, and instructions for preparing the database and deliver to DCH for modification and database prep	01/12/05	01/12/05	0	TMG	PM
Determine supplemental question modules (Kick-off meeting)	01/19/05	01/19/05	1	DCH/ TMG	DO, PM, LA
Determine cover letter sent with the second questionnaire (differ from the letter sent with the first questionnaire)	01/19/05	01/19/05	1	DCH/ TMG	DO, PM, LA
Receive required items from DCH for all mailings	01/19/05	01/19/05	1	DCH	N/A
Prepare and review surveys/proofs	01/24/05	01/26/05	2	TMG	PM, SP
Prepare and review all print materials/proofs	01/26/05	01/27/05	2	TMG	PM, SP
Spanish version set-up w/ 1-800 number option	01/26/05	01/27/05	2	TMG	PM, SP
Provide DCH with all proofs for approval (at least ten business days prior to the start of the data collection phase)	01/28/05	01/28/05	1	TMG	PM
The exact content of all survey tools and mailings approved by DCH	02/02/05	02/02/05	0	DCH	N/A
Print all project materials using commercial quality printed in black and white with color highlights	02/07/05	02/18/05	10	TMG	PM, SP
Source for the sample frame received from DCH	01/26/05	01/26/05	0	DCH	N/A
Prepare Db/SMS for project	01/27/05	02/02/05	5	TMG	PM, LA



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Construct eligible member files supplied by DCH to construct the sample frames (Sample Size: 1,500)	02/14/05	02/16/05	3	TMG	PM
Check beneficiary addresses/telephone numbers	02/17/05	02/18/05	2	TMG	PM
Implementation of the surveys will be guided by CAHPS® specifications and protocol, modified as necessary for the populations being surveyed – mixed methodology option of mail, followed by telephone surveys for non-respondents, begin survey administration	02/21/05	02/21/05	1	TMG	PM
Ensure toll-free telephone number is in place	02/21/05	02/21/05	1	TMG	PM
Prepare mail pieces and questionnaire for mailing	02/22/05	02/22/05	1	TMG	PM
Provide postage/return postage for survey admin	02/22/05	02/22/05	1	TMG	PM
Mail first wave – survey, cover letter, etc	02/23/05	02/24/05	2	TMG	SP, PM
Process responses	02/28/05	03/31/05	31	TMG	SP, PM
Mail second wave – thank you/reminder	02/28/05	03/03/05	4	TMG	SP, PM
Mail third wave – non-respondent survey, cover letter, etc.	03/31/05	04/01/05	2	TMG	SP, PM
Process responses	03/31/05	04/21/05	21	TMG	SP, PM
Mail fourth wave – thank you/reminder	04/04/05	04/07/05	4	TMG	SP, PM
Prepare for CATI survey administration	04/18/05	04/21/05	4	TMG	CATI, PM
Initiate CATI interviews for non-respondents	04/22/05	05/06/05	14	TMG	CATI, PM
Process responses	04/22/05	05/06/05	15	TMG	SP, PM



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Data Collection Completed	05/06/05	05/06/05	0	TMG	PM
Compile raw data, clean data, and prepare for analysis	05/09/05	05/11/05	3	TMG	AD, PM
Prepare analysis and properly store of all results	05/12/05	05/13/05	2	TMG	AD, PM
Review and approval of data by appropriate stakeholders (data cleaned, edited, and documentation to facilitate analysis provided).	05/16/05	05/20/05	5	DCH	N/A
Prepare analysis report of the CSHCS population (draft)	06/02/05	06/30/05	28	TMG	AD, PM
Initial draft versions of each report due	07/01/05	07/01/05	0	TMG	PM
Prepare analysis report of the CSHCS population (final)	07/05/05	08/29/05	56	TMG	AD, PM
Final reports due (on or before)	08/30/05	08/30/05	0	TMG	PM
Sub-Project: Behavioral Health – Satisfaction Survey (Annually) – Years 2005, 2006					
Begin preparing satisfaction surveys of probability samples of each Behavioral Health population	12/15/04	12/15/04	0	TMG	PM
Begin Survey Tool/Mailings preparation: use MHSIP survey instrument	12/15/04	12/15/04	0	TMG	PM
Provide 28-item Mental Health Statistics Improvement Program (MHSIP) survey instrument, suggested text for mailings, and instructions for preparing the database and deliver to DCH for modification and database prep	01/12/05	01/12/05	0	TMG	PM
Develop incentive program text for mailings (Kick-off meeting)	01/19/05	01/19/05	1	DCH/ TMG	DO, PM, LA



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Determine supplemental question modules (Kick-off meeting)	01/19/05	01/19/05	1	DCH/ TMG	DO, PM, LA
Receive required items from DCH for all mailings	01/19/05	01/19/05	1	DCH	N/A
Prepare and review surveys/proofs	01/24/05	01/26/05	2	TMG	PM, SP
Prepare and review all print materials/proofs	01/26/05	01/27/05	2	TMG	PM, SP
Provide DCH with all proofs for approval (at least ten business days prior to the start of the data collection phase)	01/28/05	01/28/05	1	TMG	PM
Provide each participating PIHP and CA (at least ten business days prior to the start of the data collection phase) a copy of the materials being sent to members	01/28/05	01/28/05	1	TMG	PM
The exact content of all survey tools and mailings approved by DCH	02/02/05	02/02/05	0	DCH	N/A
Print all project materials using commercial quality printed in black and white	02/07/05	02/18/05	10	TMG	PM, SP
Source for the sample frame received from PIHP and CA liaisons based on specific eligibility criteria of each sampling frame developed by DCH	01/26/05	01/26/05	0	PIHP, CA, DCH	N/A
Prepare Db/SMS for project	01/27/05	02/02/05	5	TMG	PM, LA
Construct eligible member files supplied by DCH to construct the sample frames (Sample Sizes: MI – n = 1000; DD – n = 500; SA – n = 2000)	02/14/05	02/16/05	3	TMG	PM
Check beneficiary addresses	02/17/05	02/18/05	2	TMG	PM



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Implementation of the surveys will be mail-only, begin survey administration	02/21/05	02/21/05	1	TMG	PM
Ensure toll-free telephone number is in place	02/21/05	02/21/05	1	TMG	PM
Prepare mail pieces and questionnaire for mailing	02/22/05	02/22/05	1	TMG	PM
Provide postage/return postage for survey admin	02/22/05	02/22/05	1	TMG	PM
Initial questionnaire mailing (1 st class mail) with cover letter and postage-paid return envelope (1 st class mail);	02/23/05	02/24/05	2	TMG	SP, PM
Process responses	02/28/05	03/22/05	21	TMG	SP, PM
Postcard reminder – approximately 1-week after initial mailing	03/03/05	03/03/05	1	TMG	SP, PM
Second questionnaire mailing to non-respondents (1 st class mail) with cover letter and postage paid return envelope (1 st class mail) – approximately 1-month after the first mailing	03/23/05	03/24/05	2	TMG	SP, PM
Second postcard reminder – approximately 1-week after second mailing	03/30/05	03/30/05	1	TMG	SP, PM
Process responses	03/25/05	04/15/05	22	TMG	SP, PM
Data Collection Completed	04/15/05	04/15/05	0	TMG	PM
Compile raw data, clean data, and prepare for analysis	04/18/05	04/20/05	3	TMG	AD, PM
Prepare analysis and properly store of all results	04/21/05	04/22/05	2	TMG	AD, PM
Review and approval of data by appropriate stakeholders (data cleaned, edited, and documentation to facilitate analysis provided).	04/25/05	04/29/05	5	DCH	N/A



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Prepare integrated final report that presents the results of each survey in one document.	05/02/05	05/13/05	28	TMG	AD, PM
Initial draft versions of each report due	05/16/05	05/16/05	0	TMG	PM
Prepare analysis report of the CSHCS population (final)	05/17/05	07/13/05	58	TMG	AD, PM
Final reports due (on or before)	07/14/05	07/14/05	0	TMG	PM
Sub-Project: MHP – Adult CAHPS Statewide Report (Annually) – Years 2005, 2006					
Begin planning a detailed analytical report using the MHP Adult CAHPS® member level and/or summary level survey data from each of the contracted health plans	12/15/04	12/15/04	0	TMG	PM
NCQA detailed file specifications obtained	12/15/04	12/15/04	0	TMG	PM
Initial discussion of report including overall assessment summarizing each health plans' performance including comparisons to the health plan weighted and non weighted average score and/or current benchmarks for the ratings and composite measures, as well as other selected survey questions	01/19/05	01/19/05	1	DCH/TMG	DO, PM, LA
Follow-up review of report content requirements and report template development	05/16/05	05/31/05	16	DCH	N/A
The NCQA generated member and summary level files will be made available from DCH, the individual health plans or their CAHPS® contractor	06/01/05	06/01/05	0	TMG	PM
Prepare statewide aggregate analysis report of the Adult MHP populations (draft)	06/02/05	06/30/05	28	TMG	AD, PM

Contract No. 071B5200231
Consumer Satisfaction Survey Project



Activities/Tasks	Begin Date	End Date	Duration	Responsibility	Resource
Initial draft versions of each report due	07/01/05	07/01/05	0	TMG	PM
Prepare statewide aggregate analysis report of the Adult MHP populations (final)	07/05/05	08/29/05	56	TMG	AD, PM
Final reports due (on or before)	08/30/05	08/30/05	0	TMG	PM



Time Phased Plan

In Section 9: Time Phased Plan of this proposal, The Myers Group presents, in the form of a graphic display, our proposed DRAFT Time Phased Plan showing each activity, task, and decision point in the work plan in Microsoft Project as previously presented in the DRAFT Project Breakdown work plan.



Reports (ITB Section 1.302)

In the following subsections, The Myers Group responds to Sections 1.302.A – D pertaining to report requirements.

MHP – Child Version & FFS – Adult and Child Versions (ITB Section 1.302.A)

The Myers Group will prepare the MHP – Child Version Reports and the FFS – Adult and Child Version Reports as follows:

- A copy of the finalized adult and child survey materials, as approved by NCQA (if applicable) for each health plan or program, along with a copy of the NCQA approval (if applicable) will be submitted to DCH. Each of the participating health plans will receive a copy of the materials being sent to their members along with a copy of the NCQA approval. All of these materials will be provided to DCH and the health plans in hard copy at least ten (10) business days prior to the start of the data collection phase of the project. The survey tools, letters, and reminder mailings will also be provided in electronic format to the DCH Project Manager.
- Tables:
 - ◆ Banner Tables: Two (2) hard copies and one electronic copy of the cross-table reports for each plan and/or program and the total, including all questionnaire items and the CAHPS composite variables (indexes/scales) displayed by respondent demographic results (e.g., age, sex, time in plan, overall satisfaction, health status) for all choices for all questions. Recoded variables should be shown in their final distribution. Summary statistics such as means, standard deviations, and standard errors may also be included for many items and constructed variables.
 - ◆ A report documenting final disposition of each plan's or program's adult and/or child survey – report items will be presented as totals and by individual health plans or program and will include the following information:
 - 1) Sample size(s)
 - 2) Number of surveys mailed
 - 3) Number of surveys completed
 - 4) Number of mail returns
 - 5) Number of ineligibles
 - 6) Telephone follow-up status
 - 7) Number and status of non-respondents
 - 8) Response rate
 - ◆ A complete set of member and summary level data files shall be provided to each participating health plan and to DCH after validation by NCQA, if applicable.
- Full analysis report of the MHP child (2005), and FFS adult (2005 and 2006) and child (2005) survey findings – in Section 5: HEDIS®/CAHPS Full Analysis Survey Report, The Myers Group presents our analytical methodology, which follows the methodology described in the HEDIS® 2005 Specifications for Survey Measures, Volume 3, and uses statistical analysis to detect differences at a 95% confidence level. At a minimum, the full analysis report includes the following:



- ◆ An executive summary outlining the history/background of the CAHPS® 3.0H or the CAHPS® 3.0 (as applicable) and a detailed description of the key findings on a statewide and plan-to-plan basis
- ◆ A report of plan-to-plan and FFS comparisons for each of the composite scores and ratings questions to include the statewide overall average score for each composite and rating, and a comparison to current Medicaid child CAHPS® 3.0H benchmarks for the child MHP survey.
- ◆ Key drivers of overall satisfaction as well as trending analyses of the FFS adult composites and ratings using CAHPS® data collected from the previous one to two years by DCH.
- ◆ A report of plan-to-plan and FFS comparisons for selected survey questions, to be determined jointly by the Contractor and DCH, illustrated in color graphs/tables/charts.

MHP – Adult Version (ITB Section 1.302.B)

The Myers Group will prepare the MHP – Adult Version Reports as follows:

- Full analysis report of the adult MHP survey findings using the NCQA generated member and summary level data obtained from DCH, the individual MHPs, or their vendors. In Section 5: HEDIS/CAHPS Full Analysis Survey Report, The Myers Group presents our analytical methodology, which follows the methodology described in the HEDIS® 2005 Specifications for Survey Measures, Volume 3, and uses statistical analysis to detect differences at a 95% confidence level. At a minimum, the full analysis report includes the following:
 - ◆ An executive summary outlining the history/background of the CAHPS® 3.0H and describing the key findings on a statewide basis
 - ◆ A report of plan-to-plan comparisons for each of the composite scores and ratings questions to include the overall mean and weighted and non weighted average score for each composite and rating with comparisons to current Medicaid Adult CAHPS® 3.0H benchmarks, including benchmarks as published in the NCQA Quality Compass
 - ◆ Key drivers as well as trending analyses of the statewide composites and ratings – the trending analyses will use data collected from the previous one to two years by DCH and/or the health plans
 - ◆ A report of plan-to-plan comparisons for the demographic and access questions, the Advising Smokers to Quit Rate, as well as other selected survey questions, to be determined jointly by The Myers Group and DCH and illustrated in color graphs/tables/charts.

In Section 8: Sample Aggregate Survey Report, we present a sample aggregate report that represents the type of aggregate reporting we can provide for the statewide MHP Adult Report.



CSHCS (ITB Section 1.302.C)

The Myers Group will prepare the CSHCS Reports as follows:

- A copy of the finalized survey materials as approved by DCH, copies of which will be provided to DCH at least ten (10) business days prior to the start of the data collection phase of the project. The survey tools, letters, and reminder mailings will also be provided in electronic format to the DCH Project Manager
- Tables:
 - ◆ Two (2) hard copies and one electronic copy of the cross-table reports to include all questionnaire items and the CAHPS composite variables (indexes/scales)
 - ◆ A full frequency distribution of weighted responses for each item is also expected with percentages for valid responses only. Recoded variables will be shown in their final distribution
 - ◆ Summary statistics such as means, standard deviations, and standard errors may also be included for many items and constructed variables.
- A report documenting final disposition of the program's survey – report items will be presented as totals and will include the following information:
 - 1) Sample size
 - 2) Number of surveys mailed
 - 3) Number of surveys completed
 - 4) Number of mail returns
 - 5) Number of ineligible
 - 6) Telephone follow-up status
 - 7) Number and status of non-respondents
 - 8) Response rate
- A complete set of member level data files shall be provided to DCH
- Full analysis report of the survey findings in the format as defined by DCH. The narrative will report the applicable composite measures and global ratings reported as statewide and regional averages. Regions will be defined by DCH. Color tables/graphs/charts will be used to report the data.



Behavioral Health (ITB Section 1.302.D)

The Myers Group will prepare the Behavioral Health Reports as follows:

- A copy of the finalized survey materials as approved for each program – each participating PIHP and CA will receive a copy of the materials being sent to their members. All of these materials will be provided to DCH and the PIHPs/CAs at least ten (10) business days prior to the start of the data collection phase of the project. The survey tools, letters, and reminder mailings will also be provided in electronic format to the DCH Project Manager
- Two (2) hard copies and one electronic copy of the cross-table reports to include all questionnaire items – a full frequency distribution of weighted responses for each item is expected with percentages for valid responses only
- Full analysis report of the survey findings in the format as defined by DCH. Color tables/graphs/charts shall be utilized to report the data.

Project Management (ITB Section 4.306)

In the following subsections, The Myers Group responds to Sections 4.306 pertaining to project management requirements. Having significant healthcare industry survey experience requiring compliance with rigorous standards set by accrediting institutions (i.e. NCQA, AAPOR, CASRO), The Myers Group offers the DCH a solid foundation for understanding the mechanics and logistics for ensuring successful consumer satisfaction surveys. We also understand the critical nature of individual privacy and data confidentiality. As an NCQA accredited vendor since inception of the accreditation program, and earning certification to conduct the highest sample capacity authorized by NCQA, the DCH can confidently select a low risk solution to fulfilling your survey objectives by selecting The Myers Group as your survey contractor.

The competitive strength of The Myers Group has been and continues to be the technical backgrounds of our core staff, our attention to client needs at the outset of project design, and process management to assure that “logistics” are handled accurately and in a timely manner. In addition, the quality, thoroughness, format, and usability of our final report is recognized as an exceptional publication. The Myers Group works with our clients to see that the survey process is designed and carried out in a way that delivers reliable and useful results.

To achieve these results, we coordinate all aspects of survey administration including customization, survey development, sample selection, survey CATI data collection, entry of survey responses into a database, alerts for immediate concerns, and comprehensive analysis and results reporting.



Although the protocols for CAHPS surveys are well defined, there are still substantial logistical and coordination issues that challenge success. We believe we have the people and processes to manage the details and assure that the project is completed not only in compliance with the protocol, but also in a manner that will yield indisputably clear and useful results. The Myers Group is fully capable of using all NCQA authorized techniques for conducting data collection.

Our Project Managers are trained in the latest project management standards as defined by the Project Management Institute (PMI). PMI is the leading nonprofit professional association in the area of Project Management. PMI establishes Project Management standards, provides seminars, educational programs, and professional certification.

Project Managers use tools and standards as defined in the "Project Management Body of Knowledge" (PMBOK®). PMBOK is an inclusive term that describes the sum of knowledge within the profession of project management. This full body of knowledge includes knowledge of proven, traditional practices, which are widely applied, as well as knowledge of innovative and advanced practices, which may have been more limitedly used.

The full body of knowledge concerning project management is that which resides with the practitioners and academics that apply and advance it. These practices assist our project managers to consistently manage very large and complex projects and deliver results of the highest quality on time and in budget.

Issue Management

An issue is anything that may affect the project's ability to meet the project's goals. An "issue" is something that has actually occurred and a "risk" is a potential occurrence. The Myers Group implements several risk management procedures and audits in order to keep risks from turning into issues (see Section 1.3.2).

To assist in reducing issues, The Myers Group encourages key staff to answer client questions in order to prevent them turning into issues. Most questions have a factual response. However, an issue is frequently something that cannot be easily resolved with a factual response, for instance, a member of staff leaves unexpectedly.

Frequently, an issue results in a change to the project and, may affect the scope of project, usually for the better. Because some issues can be anticipated, The Myers Group employs a mechanism to record and deal with unanticipated issues. Our Survey Management System (SMS) includes a "Notes" module for maintaining an "Issues Log," among other things. The Issues Log allows key personnel to record details of the issue, identify owner(s), and follow progress up to final resolution. The Issue Log also ensures The Myers Group makes time for discussion of issues, and, if a large number of stakeholders are affected, involves stakeholders in the resolution.



The Myers Group feels issue ownership is crucial to effective issue management. The owner is someone within the project team who is responsible for ensuring the issue is resolved. All members of the project team are encouraged to log issues as soon as they arise and identify the appropriate owner, as ownership, at the lowest level, typically resolves issues. The sooner an issue is logged and addressed the more likely it will be resolved without having a major impact on the project. In the event that a solution is not quickly identified by the initial owner, The Myers Group relies on an escalation procedure. The escalation procedure follows through the line of management framework for the project, i.e. Project Manager, Director of Operations, Senior Consultant, and Company President.

Risk Management

As previously discussed, The Myers Group implements several risk management procedures and audits in order to keep risks from turning into issues or problems. Having over a decade of healthcare industry survey experience requiring compliance with rigorous standards set by accrediting institutions such as NCQA, AAPOR, and CASRO, The Myers Group offers a solid foundation for understanding the mechanics and logistics for ensuring successful consumer satisfaction surveys. A key element in ensuring low risk, high success projects is the incorporation of our proprietary Survey Management System (SMS) and Scheduler into the survey management process. The SMS provides essential elements for assuring quality assurance and reducing risks.

At the start of each project, Project Managers create a detailed data-specifications worksheet to ensure accurate data fields are applied in the SMS. The following are features and functions provided through the SMS.

- The ability to store data files containing sample data (i.e., respondent-specific data, phone file, etc.)
- The ability to track key events for each sample frame member through major survey milestones or process points
- Event tracking employs flags and dates for each specified event
- The use of disposition codes to record resolution of each sample member
- Access levels and security passwords so that only authorized users have access to sensitive data
- An automated random sampling procedure to draw each of the samples from the database
- The use of a unique identifier separate from member specific identification
- The use of a transaction "history" file to document a completed response in the member response database
- Data backup procedures that adequately safeguard system data
- Key-to-disk entry to media to minimize data losses in the event of a power interruption
- A link to the Computer Assisted Telephone Interview (CATI) services so that data from these interviews are seamlessly made available to the relevant data files in the SMS

Key to the SMS is a Work Breakdown Structure (WBS) that is customized based on the project needs and complexities. Within each phase of the survey process, audits are instituted based on client standards, corporate standards, and industry standards.



The SMS tracks and maintains the status on all audits. These audits are designed to maintain data integrity, optimize operational efficiencies, and ensure proper administration of the survey project so that key deadlines are met. Some of these audits include, but are not limited to, the following:

- Review of all interview materials by the Project Manager, the Survey Processing department, Analytics, and the Client to ensure that all materials are as specified for the survey project
- Review of the raw sample draw by the Project Manager to determine viability and eligibility
- Review of the final sample by the Project Manager to ensure the sample was created appropriately per guidelines, member information matches data in raw sample frame, and all required information is available to administer the survey project
- Review of all interviewer sets to ensure the proper final sample is being used and the appropriate materials are being used
- Review of all survey related items to ensure that a complete and accurate survey is being presented to the appropriate population
- Review of CATI programming of survey tool to ensure all core survey questions as well as custom questions have been appropriately programmed, answer options and skip patterns are correct, and all CATI scripts are in compliance with guidelines

The SMS tracks and maintains the status on all audits and a real time status of respondent data collection.

Included on the following three pages are overview diagrams of the proposed Work Breakdown Structure (WBS) for survey administration for the consumer satisfaction survey project. The illustrations include identification of process audits that The Myers Group employs to ensure project risks are minimal.



Change Management

The Myers Group understands that in any project, changes to the original plan during the course of the project, can occur.

The changes may arise due to:

- Altering the business case
- Problem resolution
- New or refined objectives
- Altering the scope of the project

As such, The Myers Group incorporates a Change Control mechanism into our process. Our Change Control mechanism ensures that changes are handled in a managed and controlled way in order to keep the project on track. The Myers Group recommends that any proposed change to the agreed deliverables should be subject to an impact analysis. Key to any approach is to consider the impact in terms of:

- Time
- Cost
- Quality

By considering the proposed change under the above headings we are able to establish (with the client) whether the change is within acceptable 'tolerance limits' or whether it has a significant impact on any of these areas. The definition of within "tolerance limits" is usually that the change can be implemented:

- Without affecting achievement of major milestones in the plan, and
- Within the existing budget, or as accepted by the client

The Project Manager may approve changes that are within tolerance, or may escalate approvals through management.

The Myers Group feels that change controls are particularly important where a contractual relationship exists. Therefore, our change control mechanisms involves a Scope Change/ Supplementary Project Form that records:

- Details of the proposed change, and
- Agreed actions

A sample of our Scope Change/Supplementary Project Form is shown on the following page. This form will be completed and sent for approval when the scope of the project has changed compared to the terms/deliverables outlined in the contract OR when additional work and/or deliverables are requested.



Scope Change/Supplementary Project Form

Sample Number:			
Project Name:			
Project Manager Name:			
Requestor's Name (Client's Name):			
Date of Request:			
Type of Request	Description of Change or Work To Be Done	Charges/Fees To Be Applied	Approval (Client Initials)
Scope Change Additional Work			
Scope Change Additional Work			
Scope Change Additional Work			
Scope Change Additional Work			
Scope Change Additional Work			

In order for the requested changes or additional work to be completed, please sign below indicating you agree with the description of work and the fees associated with this (if applicable).

Client Signature

Date of Approval



Capabilities/Experience

This section of our proposal presents The Myers Group's response to ITB Sections 4.301 and 4.302 as described in Article 4 of the ITB.

The Myers Group is a nationally recognized healthcare survey administrator primarily targeting the healthcare industry and is a National Committee for Quality Assurance (NCQA), Consumer Assessment of Health Plans (CAHPS)-certified vendor. We have received NCQA certification each year since inception of the program and, over the past four years, The Myers Group has administered 25% of all CAHPS surveys submitted to NCQA.

We offer government and public agencies, managed care companies, and provider organizations a comprehensive package of survey products designed to evaluate customer satisfaction and identify potential action issues. Our top priority is working with our clients to design a survey process that effectively and reliably measures satisfaction and builds loyalty among an organization's customer base.

Key Achievements

The following "key achievements" summarize The Myers Group's extensive survey experience within the framework of the proposed services:

- The Myers Group is certified by the NCQA to administer the CAHPS surveys. The Myers Group has received certification each year since 1998, the first year the CAHPS surveys were introduced. For 2003, 2004, and 2005, The Myers Group earned the highest sample capacities authorized by NCQA with certification to conduct up to 500 samples.
- As one of over 70 certified vendors in 1998, The Myers Group grew its share of the CAHPS business from less than 4% in 1998 to over 25% by the year 2001. This was accomplished through a combination of meticulous attention to the standards and audit processes, solid client relations, comprehensive analysis of results, and thorough final reporting.
- The Myers Group has administered more than 870 CAHPS submissions to NCQA during the past seven years. The 2004 CAHPS season underscores the extent to which our business in CAHPS is focused. NCQA submission was completed for 91 "standard" Commercial Adult Surveys, 34 Medicaid Adult Surveys, 25 Child surveys (10 of which included Chronic Conditions sampling and protocol), and 9 ECHO surveys for behavioral health services. In addition to these 159-survey projects, The Myers Group also administered 46 CAHPS surveys that were not submitted to NCQA. All 205 of these projects required strict adherence to NCQA standards.

The Myers Group offers a comprehensive package of survey products designed to evaluate customer satisfaction and identify potential action issues .



In 2004, The Myers Group contracted with 103 health plans and/or agencies to conduct 205 CAHPS surveys. Of these 103 health plans, roughly 90% have been clients since 2001. With very few exceptions, The Myers Group re-ups with our previous year contract holders.

- In 2000, The Myers Group was one of three survey vendors selected by NCQA to participate in an electronic data submission pilot program. The intent of this program was to explore alternative data submission methods that would help reduce data submission errors that occasionally occurred using other methods and thereby increase the quality assurance of the submission. The Myers Group continues to work with NCQA in annually testing the web-based submission system prior to the official NCQA submission deadline.
- The agencies and organizations that have contracted with The Myers Group include companies that contracted for as many as 20+ samples. It also includes companies that contracted for a single sample. Regardless of the number of samples for which The Myers Group contracts to deliver, each of our clients receives an unprecedented, high-standard level of service and quality assurance.
- The Myers Group is a vendor with the General Services Administration (GSA) under their MOBIS contracting vehicle and is designated as a Small Business entity.
- The Myers Group partners with its clients to design and implement research studies that assists the client in identifying and measuring quality initiatives, aids in marketing decisions, and ensures industry standards are met.

Of all the health plans or agencies that contracted with The Myers Group in 2004, roughly 91% have been clients since 2001.

Value-Added Reasons for Selecting The Myers Group

The Myers Group is exceptionally positioned to offer a variety of value added benefits for administering survey projects, including:

- The Myers Group has the technical competence to administer and manage large-scale survey projects involving multiple clients and/or samples. We possess exceptional and relevant survey experience. We have successfully performed similar contracts repeatedly.
- The Myers Group is required to undergo an annual external quality review (performed by NCQA) in order to meet specific criteria for CAHPS certification. The Myers Group is externally certified to perform the tasks required to provide the proposed services and deliverables.



- With certification to conduct up to 500 samples by NCQA, the highest rating authorized by the NCQA, The Myers Group has acquired all of the necessary resources to meet the challenge of conducting hundreds of CAHPS surveys and has the capacity to manage a large volume of mail questionnaires and CATI interviews in a short period.
- The Myers Group conducts rigorous training programs and employs multi-level quality control mechanisms to ensure maximum response rates and data validity. Our survey administration protocol exceeds NCQA standards with over twenty audit checks built into our approach.
- In preparation of our proposal, The Myers Group has allotted a substantial number of hours for project planning and reporting. The purpose is to ensure that all valuable data and reporting desired to ensure project success is fully addressed.
- The Myers Group has exceptional health plan survey experience. We have contracted with health plans to perform CAHPS surveys as well as administer several other healthcare related surveys such as ECHO Surveys, Provider Surveys, Clinic Studies, Call Center Satisfaction Surveys, Member Snapshot Surveys, Target PCP Studies, etc.
- The Myers Group is extremely well equipped to perform a contract in a multi-plan, association environment with aggregate reporting requirements. Annually, we contract to administer and report surveys with the Michigan Association of Health Plans, the HMO Alliance, the New England HEDIS Association as well as several state and federal agencies.
- The Myers Group is recognized throughout the industry as providing one of the most substantial and meaningful final reports for our clients. Our reporting capabilities are exceptional and customizable.
- With our investment in state-of-the-art technologies for data collection and processing, combined with our automated, high-speed mailing equipment, The Myers Group offers efficient and effective methods for reaching the target audiences. Our systems are interfaced via custom-written third generation database software for controlling and maintaining client information and to assure confidentiality, efficiency, and data integrity. The unreliability associated with manual data entry is not an issue for The Myers Group.
- Having all necessary resource operations on-site allows The Myers Group to maintain a higher level of communication and understanding of survey projects. Having all operations on-site allows members of the client's project management team to readily access information, communicate specifications, and respond quickly to issues that may arise. The Myers Group is not burdened with subcontracts for mail processing, CATI operations, etc.

The Myers Group is externally certified to perform the tasks required to provide the proposed services and deliverables.



- The Myers Group consistently delivers superior survey products on time. Accuracy, reliability, and the usefulness of results are built in from the beginning of the project and are carried through to completion.
- The Myers Group maintains a team of experienced, motivated, and well-trained staff members to keep projects on track and in budget.
- The Myers Group believes that communication lines between the client's liaison and our Project Manager is key to the success of the project. We want to open as many lines of communication as possible with our liaisons. Therefore, we offer an enhanced mode of communication whereby the liaison can access their Project Manager and obtain project status information. This enhancement is via our e-Status reporting vehicle.
- The Myers Group precisely follows the research and analysis protocol established by the HEDIS specifications for reporting to NCQA. However, The Myers Group plans and prepares a final report that far exceeds HEDIS or NCQA specifications, which is based on results found in the initial findings. As such, The Myers Group recognizes, plans, and provides additional analysis based on the initial findings, at no additional cost, and within the existing agreed timeframe.
- The Myers Group is the Value Leader in the business. While we work hard to manage our cost efficiency, it is not our intent to be the low cost provider of services. However, many of our clients consider us the indisputable best provider of overall service and delivery of results. Best service at a competitive price positions The Myers Group to offer the best value proposition in the business.

Demonstrated Service Value

The elements that differentiate The Myers Group's services from other vendors include:

- Attention to client needs throughout the project – While The Myers Group places great emphasis on assuring compliance with regulatory requirements, our greater focus is to “partner” with clients by providing flexibility, customization and client-focused project management. The Myers Group's extensive experience with health care related projects allows us to assure a seamless process from project beginning to end. Assigning Senior Consultants/Account Executives who are knowledgeable about industry requirements and protocol updates, project managers who have experience with the regulatory protocol, and analysts who have researched results demonstrates The Myers Group's commitment to delivering a trouble-free survey. The entire corporate team works to collect valid and reliable results and present the results in an actionable format.



The Myers Group Team aggressively adheres to the following steps:

- ◆ Senior Consultants/Account Executives inform clients and prospective clients of updates and industry changes through e-mail and faxes.
 - ◆ Upon signing of the contract, a Project Manager and Operations Assistant are assigned to each client so that the client has two contacts to improve customer service and availability of our staff.
 - ◆ A client guidebook is distributed which includes a customized activity schedule with projected deadlines for each project, a data specification worksheet and an inquiry about past survey results and tools. *“The project guidebook is an excellent idea – was helpful throughout the process.” Ruth Ellen Smith, Carilion Health Plans, Inc.*
 - ◆ The Myers Group provides an approved list of custom questions. Clients may then choose custom questions from this list. If questions do not meet the client’s needs, The Myers Group works with the client to craft questions that elicit the information needed. We also submit these to NCQA for approval, when necessary.
 - ◆ Periodic status reports are emailed or faxed to the client to chart progress and to highlight any problems with the survey process. *“I appreciate the timely reminders and updates throughout the process to let us know how we are doing. The personal service is outstanding.” Jetta Fannin, Blue Grass Health Plan*
- The background and experience of our core staff – Many team members contribute to the success of each survey project, including project managers, telephone interviewers, analysts, and administrative support.
- Process management to assure that logistics are handled accurately and timely – Each Project Manager is extensively trained in the specifications of the survey protocol. In addition, Project Managers are fully trained in the latest project management standards as defined by the Project Management Institute (PMI), a leading non-profit professional association in project management. This specialized training assists our Project Managers in consistently managing very large and complex projects, and delivering results of the highest quality on time and in budget. *“We can turn the reins of our survey projects over to The Myers Group and they will make sure all our target dates are met.” Michelle Mann, Hometown Health*
- CAHPS surveys represent a significant portion of The Myers Group’s business – Because CAHPS surveys represent a significant portion of our business, the majority of our processes have been developed with the CAHPS protocol in mind. The Myers Group has implemented over 20 audit processes throughout the CAHPS survey process to ensure quality control of the process.
- The quality, thoroughness, format, and usability of our final report to the client – Our clients are delighted with our reporting capabilities. This results in client retention and high client satisfaction with The Myers Group. Our reports contain an Executive Summary – an executive level interpretation of results – as well as detailed descriptions with charts and tables of survey methodology, interpretation of results, and comparison to benchmarks. *“The final report provided our plan with a lot of useful information that assisted in identifying opportunities for improvement. This is exemplary.” Jean Kupper, HealthGuard of Lancaster, Inc.*
- Operational and data collection capabilities are maintained in house – Maintaining operational and data collection capabilities in house ensures strict quality control, superior customer service for our clients, and complete data confidentiality. We coordinate all aspects of survey design and customization, sample selection, outgoing mail handling, entry of survey responses into a database, fax or telephone alert of immediate concerns, telephone interviews, and comprehensive analysis, and results reporting. All processes are managed by The Myers Group.

The Myers Group’s core staff includes professionals with over a combined 250 years of healthcare specific survey experience.



Capabilities and Qualifications of Organization (ITB Section 4.301)

Full Name and Address of Organization

Patient Satisfaction Plus, LLC dba The Myers Group
2351 Henry Clower Blvd.
Snellville, Georgia 30078

The Myers Group will perform all work from our corporate complex at the above address.

Incorporation

Patient Satisfaction Plus is a Limited Liability Company, incorporated in the State of Georgia.

State of Michigan Operations

The Myers Group performs all operations from our facility in Georgia. We have provided the proposed services and deliverables to several Michigan-based Managed Care Organizations and members of the Michigan Association of Health Plans over the past seven years.

Ability to Handle Contract

The Myers Group has the technical competence to administer and manage large-scale survey projects involving multiple MHPs and/or multiple samples. We possess exceptional relevant survey experience.

We are required to undergo an annual external quality review (performed by NCQA) in order to meet specific criteria for CAHPS certification. The Myers Group is externally certified to perform the tasks required under the DCH Consumer Satisfaction Survey Project

With certification to conduct up to 500 samples annually by NCQA (the highest rating authorized by the NCQA), The Myers Group has acquired all of the necessary resources to meet the challenge of conducting hundreds of CAHPS surveys and has the capacity to manage a large volume of mail questionnaires and CATI interviews in a short period.

The Myers Group is extremely well qualified to perform a contract in a multi-plan, multi-project environment with aggregate reporting requirements. Annually, we contract to administer and report CAHPS surveys with HMO Alliance, the New England HEDIS Association, the Michigan Association of Health Plans, BCBSA, as well as several state agencies.

Below we present several descriptions of contracts performed that are similar to the Scope of Work anticipated under the ITB specification.

Wisconsin Employee Trust Fund

The Myers Group conducts 22 CAHPS surveys for 22 MCOs. The final report is in the form of an aggregate report card.

Maryland Department of Health and Mental Hygiene

The Myers conducts 6 Adult Medicaid CAHPS, 6 Child Medicaid CAHPS, and 6 Provider Satisfaction Surveys of the State Medicaid program with individual and aggregate reporting for six health plans.



Pennsylvania Department of Public Welfare (PDPW)

The Myers Group administers FFS Medicaid CAHPS surveys to specific populations within the state with standard NCQA reporting.

Illinois Department of Public Aid (IDPA)

The Myers Group conducts CAHPS Medicaid Adult and Child Surveys and assesses satisfaction with the both the health plans and their providers. After completing the survey, we submit individual reports to each affiliated health plan and develop a report of the aggregate data.

Minnesota Department of Human Services

The Myers Group contracted with the State of Minnesota in 2003 to conduct EQRO performance surveys for the state's Medicaid program employing the CAHPS survey tool and involving 16 MCOs and 22 samples.

Utah Department of Health

In 2003, the Myers Group conducted surveys for all Commercial and Medicaid plans in the state using the CAHPS survey tool and involving 6 MCOs.

Oregon Health Division

In 2003, The Myers Group conducted the telephone portion of the Oregon Pregnancy Risk Assessment Monitoring System (PRAMS) telephone survey. This survey is a component of the public health surveillance studies of the Centers for Disease Control and Prevention (CDC).

Alabama Department of Health

The Myers Group contracted through the Alabama Department of Health to conduct the CAHPS survey for HMOs in Alabama using both the Commercial and Medicaid populations.

Michigan Association of Health Plans

The Myers Group conducts multiple CAHPS surveys (Commercial and Medicaid populations) involving 13 MCOs.

AMERIGROUP

The Myers Group conducts multiple CAHPS surveys involving 47 sample groups (Commercial and Medicaid populations) plus Provider Surveys, Baseline New Member Survey, New Provider Survey and Employee Satisfaction Survey

New England HEDIS Coalition

The Myers Group conducts multiple CAHPS surveys (Commercial and Medicaid populations) involving 17 MCOs.

HMO Alliance

The Myers Group conducts multiple CAHPS surveys (Commercial and Medicaid populations) involving 7 MCOs.

BCBSA Aggregate Report

The Myers Group works with BCBSA personnel in the creation of an aggregate report for the association (2003, 2004). The report includes all BCBSA member health plans.



BCBSA-FEP

The Myers Group was recently awarded the BCBSA – Federal Employee Program contract under which we will annually conduct 18 CAHPS surveys with final reporting at both the individual pain level and the aggregate level.

Years in Business

Founded in 1993, The Myers Group initially specialized in conducting mail-administered patient satisfaction surveys geared toward physician groups. In 1995, with growing regulatory and market forces acting on health plans, The Myers Group expanded its product line of services to include member, provider, and employee satisfaction surveys. The Myers Group is certified by the National Committee for Quality Assurance (NCQA) to administer the Consumer Assessment of Health Plans (CAHPS) surveys. The Myers Group has received certification each year since 1998, the first year the CAHPS surveys were introduced. For 2003, 2004 and 2005, The Myers Group earned the highest sample capacities authorized by NCQA with certification to conduct up to 500 samples.

Company Sales Volumes

Our clients are located in over 40 states and represent the major segments of the healthcare industry – state and federal health agencies, managed care organizations, hospitals, physicians, and pharmacy benefit management companies. Approximately 85% of survey projects conducted by The Myers Group relate specifically to the needs of managed care organizations.

As one of over 70 NCQA-certified vendors in 1998, The Myers Group grew its share of the CAHPS business from less than 4% in 1998 to over 25% by the year 2001. This was accomplished through a combination of meticulous attention to the standards and audit processes, solid client relations, comprehensive analysis of results, and thorough final reporting.

The company is recognized by the State of Georgia and under our Federal General Services Administration MOBIS contract as a Small Business Entity with sales under \$6 million annually and less than 50 full time employees.

Size and Location of Facilities

As stated previously, The company is recognized by the State of Georgia and under our Federal General Services Administration MOBIS contract as a Small Business Entity with sales under \$6 million annually and less than 50 full time employees.

The company location is specified in Section 2.1.1 of this proposal.



Prior Experience (ITB Section 4.302)

In this section, The Myers Group describes prior experience relevant to our ability to successfully manage a contract for the commodity or service defined by the ITB, and we provide references as defined by the ITB.

Experience Overview

The Myers Group is a nationally recognized survey research firm offering a comprehensive package of survey products primarily targeting the healthcare industry. Our top priority is working with our clients to design a survey process that is effective, reliable, and secure.

Founded in 1993, The Myers Group initially specialized in conducting healthcare industry patient satisfaction surveys geared toward physician groups. In 1995, with growing regulatory and market forces acting on health plans, The Myers Group extended its product line of services to include plan member, provider, and employee/supervisor satisfaction/attitude surveys.

Today, with clients in over 40 states and the District of Columbia, The Myers Group is a leading survey administrator offering a variety of products employing traditional methodologies as well as innovative technologies in data collection, analysis, and reporting.

The Myers Group offers a full-service shop for survey products and support services including survey development and design, administration, mailing, telephone interviews, data collection, analysis, and reporting. We also offer standalone services which can include complete mail processing, a call center capable of operating 24 hours a day, 7 days a week, as well as IVR and web survey capabilities.

The Myers Group has extensive experience in survey administration, survey methodologies, and treatment of survey data. The company typically contracts to conduct over 500 survey projects annually for managed care organizations (MCO) and government agencies, i.e. TRICARE Management Activity, state government offices, etc.

The company maintains a MOBIS contract with the GSA. We are listed as a Small Business Entity. Growth initiatives target potential clients in the MCO and government agency with programs under which our expertise can be applied.

The Myers Group is headquartered near Atlanta, Georgia. This is our primary location from which all services and operations are conducted. We also have sales offices in Fort Mill, South Carolina and St. Louis, Missouri.

In 1998, the first year the CAHPS surveys were introduced, The Myers Group became certified by the National Committee for Quality Assurance (NCQA) to administer the CAHPS surveys. We have received certification each year since. The Myers Group has conducted NCQA CAHPS surveys for 7 years and with over 870 submissions to NCQA. In addition, The Myers Group currently conducts an average of 50 additional CAHPS surveys each year that do not require NCQA submission.

For 2003, 2004 and 2005, The Myers Group received certification to conduct up to 500 samples, the highest sample capacity authorized by NCQA.

The Myers Group has administered more than 870 CAHPS submissions to NCQA during the past seven years.



The Myers Group has exceptional experience in conducting CAHPS surveys. In fact, over 20% of all CAHPS surveys submitted to NCQA over the past four years were conducted by The Myers Group.

The following is a list of health plans with which The Myers Group conducted CAHPS surveys in 2004 (we have only identify the organization and have excluded the actual number of samples conducted for each).

2004 CAHPS Clients		
Advantage Health Solutions	AMERIGROUP	Amil International
Arnett HMO, Inc.	BCBS Kansas City	BCBS Massachusetts
BCBS MN	BCBS MT	BCBS of Florida
BCBS of LA	BCBS of New Mexico	BCBS Vermont
Bluegrass Family Health	Botsford Health Plan	Cape Health Plan
Capital District Physician's HP	Carolina Care Plan	Cimarron Health Plan
Columbia United Providers	Community Choice Michigan	Community Health Network
Community Health Plan	Connecticare, Inc.	Coordinated Health Partners
Cox Health Plan	Empire BCBS	Empire/Wellchoice
Fallon Community Health Plan	Family Health Partners	Family Health Plan
Fidelis	First Care Health Plan	FirstCarolinaCare
FirstGuard Health Plan	Gateway Health Plan	Geisinger Health Plan
GHI	Great West Health	Harvard Pilgrim, Inc.
Health Advantage	Health First Health Plans	Health New England
Health Partners of Philadelphia	Health Plan of Michigan	Health Plus Partners
HealthGuard of Lancaster	Highmark	Humana
John Hopkins Healthcare	KPS Health Plan	Lovelace Health Plan
Mail Handlers Benefit Plan	McLaren Health Plan	MDNY Healthcare
Medical Mutual of Ohio	MercyCare Health Plan, Inc.	Midwest Health Plan
Molina Healthcare	Neighborhood Health Prtnrshp	Neighborhood Health Plan
Network Health Plan of WI	Ochsner Health Plan	Omnicare Health Plan
Physicians Health Plan	Preferred Health	Presbyterian Health Plan
Priority Health	Providence Health Plan	Regence Blueshield
Sentara	Sharp Health Plan	Sierra Health Services
Helix Family Choice, Inc.	Jai Medical MCO, Inc.	Maryland Physicians Care
Priority Partners	United Healthcare Family First	SummaCare Health Plan
The Vermont Health Plan	The Wellness Plan	Total Health Care, Inc.
Tufts Health Plan	UPMC	Upper Peninsula Health Plan
Valley Baptist Health Plan	Vytra Health Plans	Wellcare Of NY, Inc.
Atrium Health Plan	Blue Cross Blue Shield of WI	CompCareBlue
Dean Health Plan	GHC	Gundersen Lutheran
Health Tradition	Medical Associates HMO	Mercycare Health Plan
Network Fox Valley	Physician Plus	Prevea Health Plan
Touchpoint Health Plan	Unity Community	Unity UW Health
Valley Health Plan		



Below, we discuss several types of health related survey programs for which the company has experience.

Surveys of Health Plan Beneficiaries

In addition to the CAHPS contracts discussed above, The Myers Group recently contracted with the Department of Defense – TRICARE Management Activity to develop a beneficiary CAHPS survey tool incorporating Item Response Theory (IRT). This project was conducted in conjunction with the Agency for Healthcare Research and Quality (AHRQ) and the RAND Institute. The Myers Group designed the survey, conducted a pilot survey test, and administered the initial survey for the Department of Defense.

Clinical Outcomes Surveys

The following are examples of the types of clinical outcome surveys The Myers Group has administered.

Advising Smokers To Quit (ASTQ) Effectiveness of Care Measure: The ASTQ effectiveness of care measure is one of several clinical measures captured through the CAHPS study. Respondents who smoke are asked to rate their primary care physician's efforts to advise the smoker to quit.

Management of Menopause (MoM) Survey: The Management of Menopause (MoM) survey was implemented in 2000 by NCQA in order to measure a health plan's provision of menopause counseling. The survey results yield three sub-scores of the dimensions of counseling on options for managing menopause. These include exposure to counseling, breadth of counseling, and personalization of counseling. The Myers Group performed over 50 of these studies.

Children with Chronic Conditions (CCC) Surveys: This survey is for Children with Chronic Conditions (CCC survey). The survey measures six composite scores including:

- Access to Prescription Medicines
- Access to Specialized Services
- Family Centered Care: Personal Doctor or Nurse Who Knows Child
- Family Centered Care: Shared Decision Making
- Family Centered Care: Getting Needed Information
- Coordination of Care

The Child survey is approximately 90 questions, 30 of which are specific to the chronic conditions composites.

The Experience of Care and Health Outcomes (ECHO) Survey

The ECHO survey is a health outcomes and satisfaction survey for behavioral health organizations. The survey covers a wide range of issues dealing with the provision of personal or family counseling and treatment and the rating of the respondent relative to satisfaction and perceived outcomes of these services.



Health Risk Assessment Surveys

The Myers Group assesses the quality of life of Medicare members by asking often-difficult and personal questions on the following topics:

- Access to flu shots
- Assisted living needs
- Current prescriptions
- Loss of independence
- Need and use of special therapy
- Physical activity
- Pneumonia
- Recent hospitalizations
- Use or lack of home healthcare assistance
- Use of special medical equipment

The Myers Group collects data on the following chronic disease conditions:

- Cancer
- Chronic Obstructive Pulmonary Disorder (COPD)
- Diabetes
- Heart disease
- Obesity
- Stroke

Personnel Qualifications

This section of our proposal presents The Myers Group's response to ITB Sections 4.303 of the ITB.

Qualified Personnel/Staffing (ITB Section 4.303)

The Myers Group is fully capable of providing appropriate staff to properly service the contract.

Within this section, The Myers Group indicates the competence of personnel proposed for the project. We include resumes that describe the proposed personnel's qualifications, including education and experience. All key members of the operations staff have completed NCQA training. In addition to being trained by NCQA, all member of The Myers Group staff have experience administering CAHPS® and other healthcare related surveys.

Backup professional personnel are available to substitute for any loss of key personnel identified, if necessary. In addition to the key staff proposed for this project, The Myers Group maintains a staff of nearly 50 full time survey professionals as well as 60 to 100 highly-qualified part time Computer-Assisted Telephone Interviewers. All staff resides within our corporate complex in Georgia.

In order to reduce the repetition of previously presented information, The Myers Group references the experience described in Sections 2.1.4, 2.2.1, 2.2.2 and 2.2.3 for descriptions of projects performed by proposed key personnel which were similar to those described in the ITB. The proposed Project Manager and the other key management personnel proposed for this project were key players in each of the following projects (the person who may be contacted for each project or work assignment related to similar state level projects is provided below):

Michigan Association of Health Plans (2004)

- Total Health Care (CAS, MAS, MCS, Snapshot) – Diane Lecerf (Karen Connolly took over after project ended), Quality Improvement Consultant – (313) 871-7848
- OmniCare Health Plan (CAS, MAS) – Teressa D. Smith, MBA, Director, Membership Operations – (313) 393-8553
- Cape Health Plan (MAS) – Gerri Toney, Director, Quality Management – (248) 386-3080
- Botsford Health Plan (MAS) – Linda Harvey-Rudko, Marketing Administrator – (248) 945-7418



- Midwest Health Plan (MAS) – Kathy Harkness, Senior Director of Corp Quality – (313) 586-6069
- Upper Peninsula Health Plan (MAS) – Kathy Moran M.S., Data Analyst – (906) 225-7500
- McLaren Health Plan (MAS) – Bethany Caughlin R.N., Director Quality and Utilization – (810) 733-9710
- The Wellness Plan (MAS) – Cheryl Forte, Director Customer Service – (313) 202-8853
- Health Plan of MI (MAS, MCS) – Geriann K. Finnegan, RN, MSA, Director, Quality and Care Management – (248) 557-3700 ext 1200
- Community Choice Michigan (MAS) – Salli Duncan, RN, BSN, MBA, Director, Quality Improvement – (937) 531-2114
- HealthPlus Partners (MAS) – Clifford A. Rowley, Director, Member Service and Satisfaction – (810) 720-2764
- Molina Health Care Michigan (MAS, MCS) – Marianne Thomas-Brown R.N., Director Quality Improvement – (248) 925-1726
- Priority Health Plan – Amy Miller, Communications Coordinator – (616) 464-8571



Maryland Department of Health and Mental Hygiene (2004, 2005)

- James Gardner, Division Chief – 410-767-1482

Wisconsin Employee Trust Fund (2003, 2004)

- Sonya Sidky, Program Manager – 608-266-0212

In addition, the names and numbers presented in Sections 2.2.2 and 2.2.3 apply to proposed key operations personnel.

The Myers Group is not proposing subcontractors for performance of any of the work. Having all necessary resource operations on-site allows The Myers Group to maintain a higher level of communication and understanding of survey projects and allows members of the DCH project management team to readily access information, communicate specifications, and respond quickly to issues that may arise. The Myers Group is not burdened with subcontracts for mail processing, CATI operations, etc.

Other Considerations

Within this section of our proposal, The Myers Group responds to:

- ITB Section 4.307 – Compensation and Payment
- ITB Section 4.308 – Completion of Article 3: Certifications and Representations [which addresses Section 3.502 – Business Owned by Persons with Disabilities, Section 3.503 – CRO, and Sections 3.504 and 3.503 – Place of Performance]
- ITB Section 4.501 – Past Performance, and
- ITB Section 4.502 – Financial Stability)

Compensation and Payment (ITB Sections 1.6 and 4.307)

For the majority of services covered by the Contract, The Myers Group understands that payment is based on unit price bid for each year. The Myers Group agrees to invoice DCH based on the number of surveys mailed for each program surveyed, with the exception being the MHP report, which will be invoiced as one unit for each year of the contract.

All prices/rates quoted are firm for the duration of the Contract.



Contract Payment (ITB Section 1.601)

The Myers Group agrees to the following payment schedule for each contract year:

MHP (Child)

- Payment 1: Forty percent payable upon completion of successful identification of all samples and the initial mailing of surveys to the identified sample enrollees
- Payment 2: Forty percent payable upon submission of Medicaid survey data from the contracted health plans to NCQA
- Payment 3 (final): Twenty percent payable upon delivery of all final, DCH approved MHP reports to include two copies to each MHP, and 75 (seventy-five) print copies and one electronic copy to DCH

FFS (Adult and Child), CSHCS, and Behavioral Health

- Payment 1: Forty percent payable upon completion of successful identification of all samples and the initial mailing of surveys to the identified sample enrollees
- Payment 2: Forty percent payable upon delivery of draft analysis report to DCH
- Payment 3 (final): Twenty percent payable upon delivery of the final, DCH approved report to include 50 (fifty) print copies and one electronic copy for each program surveyed

MHP (Adult)

- Payment 1: Fifty percent payable upon delivery of draft analysis report to DCH
- Payment 2 (final): Fifty percent payable upon delivery of the final, DCH approved report to include two copies to each MHP, and 75 (seventy-five) print copies and one electronic copy to DCH.



HEDIS®/CAHPS Full Analysis Survey Report

Within this section, The Myers Group presents a 2004 HEDIS®/CAHPS Full Analysis Survey Report sample. Within the report, The Myers Group presents our analytical methodology, which follows the methodology described in the HEDIS® 2005 Specifications for Survey Measures, Volume 3, and uses statistical analysis to detect differences at a 95% confidence level. At a minimum, the full analysis report to be provided to DCH will include the following:

- An executive summary outlining the history/background of the CAHPS® 3.0H or the CAHPS® 3.0 (as applicable) and a detailed description of the key findings on a statewide and plan-to-plan basis
- A report of plan-to-plan and FFS comparisons for each of the composite scores and ratings questions to include the statewide overall average score for each composite and rating, and a comparison to current Medicaid child CAHPS® 3.0H benchmarks for the child MHP survey.
- Key drivers of overall satisfaction as well as trending analyses of the FFS adult composites and ratings using CAHPS® data collected from the previous one to two years by DCH.
- A report of plan-to-plan and FFS comparisons for selected survey questions, to be determined jointly by the Contractor and DCH, illustrated in color graphs/tables/charts.



Time Phased Plan

In this section, The Myers Group presents, in the form of a graphic display, our proposed DRAFT Time Phased Plan showing each activity, task, and decision point in the work plan as described in the Project Breakdown tables shown previously in this proposal.

In the "Original" Technical Proposal (only), the DRAFT Time Phased Plan is printed on 11" x 17" for better viewing.

	Contract Year	Project #	Program	# Of Populations	Sample Size	Total Surveys	Unit Price Bid	Total \$ Bid
1	2005	1-1	MHP - Adult Statewide Report	1	N/A	N/A	N/A	\$1,700
2		1-2	MHP - Child	15	1650* per plan	24,750	\$7.64	\$189,135
3		1-3	FFS - Adult	1 - Program wide	1350*	1350	\$11.37	\$15,348
4		1-4	FFS - Child	1 - Program wide	1650*	1650	\$12.00	\$16,198
6			CSHCS - FFS	1 - Program wide	1500	1500	\$9.85	\$14,773
7		1-7	MI	1 - Program wide	1000	1000	\$5.91	\$5,914
8			DD	1 - Program wide	500	500	\$5.91	\$2,957
9			SA	1 - Program wide	2000	2000	\$5.91	\$11,827
10	Grand Total							\$257,852

11	2006	2-1	MHP - Adult Statewide Report	1	N/A	N/A	N/A	\$1,750
12		2-2	FFS - Adult	1 - Program wide	1350*	1350	\$11.65	\$15,732
14			CSHCS	1 - Program wide	1500	1500	10.09	\$15,142
15		2-4	MI	1 - Program wide	1000	1000	\$6.06	\$6,061
16			DD	1 - Program wide	500	500	\$6.06	\$3,031
17			SA	1 - Program wide	2000	2000	\$6.06	\$12,123
18	Grand Total							\$53,839



Unit Price = price per survey mailed, and should take into account all associated costs for conducting the full survey including sample selection, printing, mailing, telephone and mail follow-up, data entry, production of plan specific and aggregate reports for each program (project), as well as travel and administrative costs, and all other tasks as described in this RFP. All prices include the vendor sample fees charged by NCQA if applicable. Final determination of sample sizes will be based on HEDIS/CAHPS® protocol for each year. (* Based on current CAHPS® estimates.) Unit pricing for the Behavioral Health Survey Project should include the cost for the incentive program, < \$3000 per year.