

REQUEST FOR PROPOSALS FOR TELEPHONE SURVEY INTERVIEWERS

RFP # 34320-09824

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1. INTRODUCTION

The State of Tennessee, Department of Health hereinafter referred to as "the State," issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State intends to secure a contract for conducting health surveys of current Tennessee residents, or nonresidents with a Tennessee area code phone number, as part of Centers for Disease Control and Prevention (CDC) statewide interviewing systems.

The State is looking for a vendor who will be able to provide call center services and data entry services to complete a specified number of telephone and mail-in surveys per month for both the Behavioral Risk Factor Surveillance System (BRFSS) and Pregnancy Risk Assessment and Monitoring System (PRAMS). Historically, the surveys have been conducted both in-house at the State and through a contracted call center. Samples of past surveys are included as RFP Exhibit-1 BRFSS Questionnaire, RFP Exhibit-2 PRAMS Questionnaire, RFP Exhibit-3 BRFSS Monitoring Form, and RFP Exhibit 4-PRAMS Monitoring Form provide historical information and details about the current surveys being conducted.

1.1.2. The maximum liability of the resulting five (5) year contract from the RFP is estimated to be 5,000 survey's a year.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., Pro Forma Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent <u>must</u> sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 34320-09824

- 1.4.2. Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.
 - 1.4.2.1. Prospective Respondents <u>must</u> direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Simeon Ayton Central Procurement Office Tennessee Tower, 3rd Floor 312 Rosa L. Parks Ave., Nashville, TN 37243 (615)532-0110 Simeon.Ayton@TN.gov

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:
 - a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html for contact information); and
 - the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley Central Procurement Office Tennessee Tower, 3rd Floor 312 Rosa L. Parks Ave., Nashville, TN 37243 (615)741-3836 Helen.Crowley@TN.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2. Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.

- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

The conference will be held at:

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

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Microsoft 1	Teams Need help?	

Join the meeting now

Meeting ID: 292 675 331 33 Passcode: 2Vbg3o

Dial-in by phone

+1 629-209-4396,,303796533# United States, Nashville

Find a local number

Phone conference ID: 303 796 533#

Join on a video conferencing device

Tenant key: stateoftn@m.webex.com

Video ID: 118 330 604 2

More info

For organizers: Meeting options | Reset dial-in PIN

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

	EVENT	TIME (central	DATE
		time zone)	
1.	RFP Issued		April 8, 2024
2.	Disability Accommodation Request Deadline	2:00 p.m.	April 11, 2024
3.	Pre-response Conference	2:00 p.m.	April 15, 2024
4.	Notice of Intent to Respond Deadline	2:00 p.m.	April 16, 2024
5.	Written "Questions & Comments" Deadline	2:00 p.m.	April 19, 2024
6.	State Response to Written "Questions & Comments"		April 30, 2024
7.	Response Deadline	2:00 p.m.	May 7, 2024
8.	State Completion of Technical Response Evaluations		May 21, 2024
9.	State Opening & Scoring of Cost Proposals	2:00 p.m.	May 22, 2024
10.	Negotiations (Optional)	4:30 p.m.	May 22-28, 2024
11.	State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 30, 2024
12.	End of Open File Period		June 6, 2024
13.	State sends contract to Contractor for signature		June 10, 2024
14.	Contractor Signature Deadline	2:00 p.m.	June 13, 2024

2.2. The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary. Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

3.1.1. <u>Technical Response</u>. RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response <u>must not</u> include <u>any</u> pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
 - a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - the Technical Response document does not appropriately respond to, address, or meet <u>all</u> of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. <u>Cost Proposal</u>. A Cost Proposal <u>must</u> be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal <u>exactly</u> as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must <u>only</u> record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide <u>and must NOT record any other rates</u>, <u>amounts</u>, <u>or information</u>.

- 3.1.2.2. The proposed cost shall incorporate <u>ALL</u> costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a <u>sealed</u> package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. <u>Technical Response</u>

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

"RFP #34320-09824 TECHNICAL RESPONSE ORIGINAL"

and One (1) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP # 34320-09824 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.1.2. <u>Cost Proposal</u>:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP #34320-09824 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-mail Submission

3.2.2.2.1. <u>Technical Response</u>

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

"RFP #34320-09824 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

"RFP #34320-09824 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

- 3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in <u>separate</u> e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
 - 3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN... RFP # 34320-09824 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal must be placed in a <u>separate</u>, sealed package that is clearly labeled:

"DO NOT OPEN... RFP # 34320-09824 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP # 34320-09824 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

- 3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.
- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Simeon Ayton Central Procurement Office Tennessee Tower, 3rd Floor 312 Rosa L. Parks Ave., Nashville, TN 37243 (615) 532-0110 Simeon.Ayton@TN.gov

3.3. Response & Respondent Prohibitions

3.3.1. A response must <u>not</u> include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

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- 3.3.2. A response must <u>not</u> restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must <u>not</u> propose alternative goods or services (i.e., offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must <u>not</u> involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must <u>not</u> provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must <u>not</u> submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
 - 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- $3.3.9. \;\;$ This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will <u>not</u> pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

- 4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.
- 4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

- 4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).
- 4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/ /#1

4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. Next Ranked Respondent

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	30
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	40
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

- 5.2.1. <u>Technical Response Evaluation</u>. The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.
 - 5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
 - 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:
 - a. the response adequately meets RFP requirements for further evaluation;
 - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the response to be non-responsive to the RFP and reject it.
 - 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

- and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does <u>not</u> meet the responsive and responsible thresholds such that the team would <u>not</u> recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. <u>Cost Proposal Evaluation</u>. The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. <u>Clarifications and Negotiations</u>: The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. <u>Clarifications</u>: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.2. <u>Negotiations</u>: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.3. <u>Cost Negotiations</u>: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
 - 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.

5.2.4. <u>Total Response Score</u>. The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2. Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response <u>must</u> sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent <u>must</u> sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall <u>NOT</u> materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.

RFP # 34320-09824 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

- 1. The Respondent will comply with all of the provisions and requirements of the RFP.
- The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., Pro Forma Contract for the total Contract Term.
- 3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
- The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
- 5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
- 6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
- 7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
- 8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
- Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document <u>must</u> attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

RFP # 34320-09824

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT NAME:	LEGAL	ENTITY		
Response Page # Item (Respondent Ref. completes)			Section A— Mandatory Requirement Items	Pass/Fail
			The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
			al Response and the Cost Proposal documentation must be parately as required (refer to RFP Section 3.2., et. seq.).	
		The Technica any type.	al Response must NOT contain cost or pricing information of	
			al Response must NOT contain any restrictions of the rights of other qualification of the response.	
		A Responder 3.3.).	A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).		
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.		
	A.2.	Respondent services und	tement, based upon reasonable inquiry, of whether the or any individual who shall cause to deliver goods or perform er the contract has a possible conflict of interest (e.g., by the State of Tennessee) and, if so, the nature of that	
		NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.		
	A.3.	Respondent	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.4.	(8) interviewe on the first da	tement that the proposer will be ready to begin training eight ers, with one (1) of the eight (8) bilinguals in English/Spanish, ay of the contract period. For the first month, the Contractor lected to train their interviewers on the first effective day of the	

Response Page # (Respondent completes) Item Ref. Section A— Mandatory Requirement Items contract agreement, then as soon as possible begin phone call interviews and data collection efforts; furthermore, the Contractor would be expected to meet the minimum requirements of call completes, even in the first

State Use – Solicitation Coordinator Signature, Printed Name & Date:

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT NAME:	LEGAL I	ENTITY		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items		
	B.1.		ame, e-mail address, mailing address, telephone number, and facsimile number of the State should contact regarding the response.	
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical locatio or domicile).		
	B.3.	Detail the nu	umber of years the Respondent has been in business.	
	B.4.	Briefly describing RFP.	ribe how long the Respondent has been providing the goods or services required by	
	B.5.	Describe the	e Respondent's number of employees, client base, and location of offices.	
	B.6.		atement of whether there have been any mergers, acquisitions, or change of control ondent within the last ten (10) years. If so, include an explanation providing relevant	
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.		
	B.8.	against it) au undergone t	atement of whether, in the last ten (10) years, the Respondent has filed (or had filed ny bankruptcy or insolvency proceeding, whether voluntary or involuntary, or he appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, xplanation providing relevant details.	
	B.9.	that the Res requirement Respondent and attach t	atement of whether there is any material, pending litigation against the Respondent pondent should reasonably believe could adversely affect its ability to meet contract s pursuant to this RFP or is likely to have a material adverse effect on the is financial condition. If such exists, list each separately, explain the relevant details, the opinion of counsel addressing whether and to what extent it would impair the is performance in a contract pursuant to this RFP.	
		Respondent	persons, agencies, firms, or other entities that provide legal opinions regarding the must be properly licensed to render such opinions. The State may require the to submit proof of license for each person or entity that renders such opinions.	
	B.10.	Commission the relevant	a statement of whether there are any pending or in progress Securities Exchange sion investigations involving the Respondent. If such exists, list each separately, expant details, and attach the opinion of counsel addressing whether and to what extenir the Respondent's performance in a contract pursuant to this RFP.	

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT L	EGAL ENTITY
NAME:	

Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone
		number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and
		(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following:
		(a) <u>Business Strategy</u> . Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.
		(b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information:
		 (i) contract description; (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veteran-owned or persons with disabilities);
		(iii) contractor contact name and telephone number.
		(c) <u>Estimated Participation</u> . Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:
		 (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);
		(ii) anticipated goods or services contract descriptions;
		(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.
		REP # 34320-09824

RFP ATTACHMENT 6.2. — SECTION B (continued)

		Section B— General Qualifications & Experience Items
		NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information. (d) Workforce . Provide the percentage of the Respondent's total current employees by ethniciand gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.
	B.17.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	1	SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 30)

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

 $0 = little \ value$ 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME: Response Raw Page # Item Section C- Technical Qualifications, Item Evaluation Weighted (Respondent Ref. **Experience & Approach Items** Score Factor Score completes) C.1. Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project 15 schedule C.2. Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required 20 objectives, and meet the State's project schedule. C.3. Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of 15 services, and accomplish required objectives within the State's project schedule. C.4. Provide a detailed data process flow chart describing how the Respondent will collect and process the sample data, from receipt of monthly sample from the State/CDC to 10 submission of the data to CDC. Include mail response data entry and data error correction processes Provide a narrative describing how the Respondent shall C.5. monitor ten percent (10%) of all calls made by telephone and ensure quality control of data entry from the phone and 5 mail-in respondents. Include sample forms used in quality assurance. C.6. Provide samples of proposed systematic weekly reports that will be submitted to the State to monitor PRAMS batch 10 progress Provide a narrative that demonstrates the Respondent's C.7 ability and capacity to implement web based survey 10 administration and data collection. C.8 Provide a narrative that demonstrates the Respondent's experience and capacity to conduct the BRFSS Asthma 15 Callback Survey The Solicitation Coordinator will use this sum and the formula below to **Total Raw Weighted Score:** calculate the section score. All calculations will use and result in numbers (sum of Raw Weighted Scores above) rounded to two (2) places to the right of the decimal point. = SCORE: **Total Raw Weighted Score**

RFP # 34320-09824

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT NAME:	LEGAL	ENTITY					
Response Page # (Respondent completes)	Item Ref.		tion C— Technical Q Experience & Approa	,	Item Score	Evaluation Factor	Raw Weighted Score
·			w Weighted Score in weights above)	X 40 (maximum possible s	core)		
State Use – Evaluator Identification:							
State Use – Solicitation Coordinator Signature, Printed Name & Date:							

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes <u>only</u>. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or \dot{m} inimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the Pro Forma Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document <u>must</u> attach evidence showing the individual's authority to legally bind the Respondent.

	Stat	e Use Only
Proposed Cost	Evaluation Factor	Evaluation Cost (cost x factor)
\$ /Per completed survey	7,000	
\$ / Per completed survey	1000	
\$ / Per completed survey	360	
\$ / Per hour	180	
\$ /Per hour	80	
\$ / Per hour	40	
	\$ /Per completed survey \$ / Per completed survey \$ / Per completed survey \$ / Per hour \$ /Per hour	Proposed Cost Evaluation Factor Per completed survey Per completed survey Per completed survey Per hour Per hour Per hour Per hour Per hour

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
		State	Use Only
Cost Item Description	Proposed Cost	Evaluation Factor	Evaluation Cost (cost x factor)
The Solicitation Coordinator will use this su	FION COST AMOUNT (sum of evaluum and the formula below to calculate the to the right of the decimal point will be sta	Cost Proposal Score.	
lowest evaluation cost amount from	n <u>all</u> proposals	=	
evaluation cost amount being	evaluated (maximum sec score)	tion SCORE:	
State Use – Solicitation Coordinator Signa	ature, Printed Name & Date:	·	

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment should be completed by all individuals offering a reference for the Respondent.

The Respondent will be <u>solely</u> responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are <u>not</u> current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall <u>not</u> be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # 34320-09824".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.

- While the State will base its reference check on the contents of the reference e-mails or sealed reference
 envelopes included in the Technical Response package, the State reserves the right to confirm and clarify
 information detailed in the completed reference questionnaires, and may consider clarification responses in the
 evaluation of references.
- The State is under <u>no</u> obligation to clarify any reference information.

RFP # 34320-09824 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire and follow either process outlined below;

Physical:

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail:

- e-mail the completed questionnaire to: Simeon Ayton Simeon.Ayton@tn.gov
- (1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?
- (2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

- (3) What goods or services does/did the reference subject provide to your company or organization?
- (4) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

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(5)	If the reference subject is still pro these goods or services being pro within budget? If not, please exp	oviding goods or services to your company or organization, are ovided in compliance with the terms of the contract, on time, and lain.
(6)	How satisfied are you with the ref and according to the contractual	ference subject's ability to perform based on your expectations arrangements?
	REFERENCE SIGNATURE: (by the individual completing this request for reference information)	(must be the same as the signature across the envelope seal)
	DATE:	(must be the same as the signature across the envelope sear)

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPOND	ENT NAME	RESPOND	ENT NAME	RESPOND	ENT NAME
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 30)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 34320-09824 PRO FORMA CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND

CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Health ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of services for conducting health related surveys, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.

Contractor Place of Incorporation or Organization: Location

Contractor Edison Registration ID # Number

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. <u>Definitions</u>. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
 - a. Behavioral Risk Factor Surveillance System (BRFSS) of Tennessee means the system that collects prevalence and behavioral health data across the State utilizing agreed upon population strata between the State and the CDC.
 - b. Bi-lingual means an individual who is proficient in both verbal and written Spanish and English languages.
 - BRFSS Users Guide means a CDC-provided document providing an overview of BRFSS methodology, protocol, and analysis guidance.
 - d. Computerized Assisted Telephone Interviewing System (CATI) means the required software that must be utilized by the Contractor Telephone interviewers will utilize the CATI software to guide them through the prepared survey script, accept the resultant data entry of the responses, and store collected data into a database.
 - e. Mixed Modal Surveillance means the manner of selecting survey respondents that uses multiple techniques, including, land line and cellular telephone calls, mail, web surveying, as a mean to increase response rates.
 - PRAMS Integrated Data Collection System (PIDS) means the web based CATI system required for conducting PRAMS surveys.
 - g. Project Coordinator means the State employee that oversees the functionality of the BRFSS and PRAMS program which includes monitoring telephone survey Contract.
 - h. Project Director means the Contractor employee that is the primary point of contact with State Project Coordinator for all deliverables.
 - i. Pregnancy Risk Assessment Monitoring System (PRAMS) is an ongoing, population-based surveillance system designed to identify and monitor selected maternal experiences and behaviors that occur before, during, and shortly after pregnancy among a stratified sample of women delivering a live birth.
 - Stratify means the approach to sampling a population, which involves the division of that population into smaller groups, known as Strata.
 - k. Human Subjects Training, a training given to Contract staff how to handle call dispositions, information on the right to privacy of study participants, and any additional issues that are specific to the survey being conducted.

Commented [TS1]: Wouldn't this be (CATIS)?

Commented [SP2R1]: The Centers for Disease Control and Prevention refers to it as 'CATI' for some reason.

Commented [TS3R1]: Thank you

A.3. Service Goal.

This Contract seeks to find a Contractor to administer the following two surveillance programs: The Behavioral Risk Factor Surveillance System (BRFSS) which collects data from non-institutionalized Tennessee adult residents, 18 years of age and older, through randomly selected telephone numbers, and the Pregnancy Risk Assessment Monitoring Survey (PRAMS) (which collects data from recently pregnant women of childbearing age in Tennessee.) To achieve the minimum acceptable response rate within each sampling strata a Mixed Modal Surveillance protocol that uses both telephone (land line and cellular) and mailed surveys has been shown to increase response rates. The surveys are ongoing surveillance efforts that provide the State with valuable statistical data relative to the health status, behaviors, and trends used to address improving the health of Tennesseans.

A.4. Service Description.

a. The Contractor shall:

- Conduct monthly telephone surveys for Behavioral Risk Factor Surveillance System (BRFSS) and Pregnancy Risk Assessment Monitoring System(PRAMS) using scripted introductions and interview techniques that encourages participants to stay on the call and answer questions.
- ii. Use Mixed Modal Surveillance protocol that uses both telephone (land line and cellular) and mailed surveys.
- iii. Hire telephone interviewers to conduct telephone surveys in the morning, afternoon and evenings, seven (7) days a week. The number of interviewers per survey session will be scheduled on an as-needed basis with at least one bilingual (Spanish speaking) interviewer on duty per survey session. Interviewers shall be trained to conduct more than one type of survey and must have the computer skills and training to operate the CATI software and accurately enter response data.
- iv. Ensure that all Contract staff complete training on conducting calls, and each training should be documented in training log by Contract staff for internal records that can be requested by the State at any time. Interview and data entry training shall include, how to use CATI software, record responses and comments, and handle sensitive situations. Staff shall also receive Human Subjects Training,
- v. Provide administrative-supervisory personnel who are responsible for making sure surveys are conducted properly and timely and shall serve as the primary trainer of new staff.
- vi. Supervisory staff shall monitor interviews at least ten percent (10%) of the time that calls are being placed to determine whether the interviewers are appropriately obtaining consent, administering the interviews, protecting participants' confidentiality, accurately recording responses and keeping data collection forms and work stations secure. A monthly monitoring report shall be submitted to the State by the 15th of the following month.
- vii. Be responsible for data entry of survey responses and results. The interview results shall be collected electronically utilizing the Centers for Disease Control and Prevention (CDC) approved CATI software. For PRAMS
 surveys are conducted in a two (2) phase manner, initially by mail (sent out by the State) then a follow-up by telephone, for those who have not responded by mail.. Those that are followed up with a phone call and must follow the exact same script as the telephone surveys. The Contractor is responsible for the data entry of the surveys returned by mail.
- viii. Ensure that any computer used for telephone interviewing or data entry has virus protection software with the most current virus definitions for the detection and removal of viruses from the computer and all related software.
- ix. Must be located within the United States.
- x. The call center shall be accessible for inspection and monitoring by the State. The Contractor is responsible for all personnel, equipment, telecommunications, indirect and overhead costs associated in the provision of call center services to the State.

Commented [TS4]: It seems this should be a colon (:) vs a

Commented [SP5R4]: Colon inserted.

Commented [TS6R4]: Thank you.

Commented [TS7]: If the agency wants to require that the Mixed Modal Surveillance protocol is used please have it revised to read as a new section and it would start as "Contractor shall use the Mixed Modal... etc."

Commented [SP8R7]: Added b.ii. below

Commented [TS9R7]: Thank you.

- xi. Conduct criminal background checks on all personnel to ensure that all individuals performing duties associated with conducting any survey activities do not have any convictions for fraud, crimes against children, sex offenses, identity theft or any criminal offenses that are of lesser included offenses of the previously enumerated criminal offenses. Results of the background checks will be made available to the State. The State has the right to review the background checks, interview potential personnel, accept or reject any personnel deemed unacceptable to perform the duties.
- xii. Ensure all numbers called are staggered by time of day and day of week to increase the likelihood of contacting the respondent. The following schedule for phone calls is expected to be followed by the Contractor for optimal contact with the subjects with certain exceptions. The scheduled calling times are determined by the recipients' time zone, not necessarily that of the call center. There is only one exception If the subject requests to be contacted at a specific time / day, provision should be made to complete the interview at the specified time.

Day Weekday	Morning	Time 9:00 a.m. – 12:00 p.m.
Weekday	Afternoon	12:00 p.m. – 5:00 p.m.
Weekday	Evening	5:00 p.m. – 8:00 p.m.
Saturday	Morning	9:00 a.m. – 12:00 p.m.
Saturday	Afternoon	12:00 p.m. – 5:00 p.m.
Saturday	Evening	5:00 p.m. – 8:00 p.m.
Sunday	Morning	9:00 a.m. – 12:00 p.m.
Sunday	Afternoon	12:00 p.m 5:00 p.m.

- xiii. Provide the State with a strategic plan for scheduled call backs within two (2) months of receiving Contract, which the State will approve, and document all call back attempts.
- xiv. Send weekly data collection reports measuring service deliverables, such as number of call completes, call attempts, language barriers, average interview time, and hours worked by each job classification. Reports should be submitted within ten (10) business days following the end of the reported work week.

b. The State shall:

- i. Utilize established Center for Disease Control (CDC) protocols, where available, to provide training and technical assistance in conducting the telephone surveys, if required. If necessary, surveyors and supervisory staff will be advised by the State in the use of general and program specific (when applicable) CATI software, recording responses and comments, handling sensitive situations, Human Subjects Training, call dispositions, and interviewer monitoring.
- ii. The State Collaborates with the CDC to provide Contractor with a stratified sample of telephone numbers of Tennessee residents.
- iii. Provide State-approved survey questions in October every year of the Contract for interviewers to use when conducting the survey.
- Provide monthly telephone numbers and perform telephone number searches for mothers that should be contacted for the PRAMS phone phase.
- v. Mail out PRAMS surveys and provide completed mail-in PRAMS surveys to the Contractor for data entry.
- vi. Provide the Contractor with the template of monthly monitoring report (Attachment 1) The State reserves the right to modify the template at any time.

A.5. BRFSS Deliverables.

С

- a. The Contractor shall complete a minimum number of six hundred (600) surveys per month, as discussed with the State at the start of every year, not exceeding five percent (5%) of the minimum number by each mode of surveillance, unless approved in advance by the State in writing. The Contractor shall use a landline to cellphone ratio recommended by the State at the beginning of every year (in the past, the ratio was approximate twenty percent (20%) landline to eighty percent (80%) cellphone, but this might change at the beginning of every year). The minimum goal of monthly completed interviews is set at three hundred and seventy five (375); the number of completed cellular interviews is targeted at eighty percent (80%) of the total number of interviews. In future survey years, additional surveying methods such as mail and web based surveying will be added to BRFSS.
 - The amount of the telephone calls to each sample telephone number will vary from one (1) call to as many as
 fifteen (15) calls depending upon the outcome of the call attempt. The average time to complete a telephone
 survey is twenty (20) to twenty-five (25) minutes.
 - ii. The number of total completed surveys for each survey year will vary. The required completion rate by survey method (land line, cellular, mail, web) will also change in composition as response rates increase/decrease by surveying method, ie: reduction of land line use as cellular use increases. The Contractor shall adjust staffing and operations accordingly.
- b. The Contractor shall complete a minimum number of 600 surveys per year if the State chooses to include the BRFSS Asthma Callback Survey, in addition to the BRFSS survey, following protocols set forth by the CDC. The number of adult Asthma Callback surveys will vary each year, determined the by number of respondents deemed eligible based upon their responses to asthma prevalence questions in the main BRFSS survey, not expected to exceed sixteen (16%) of responses from the adult BRFSS survey. The number of completed child Asthma Callback surveys should be at least seventy-five (75) but is not expected to exceed five percent (5%) of responses from the adult BRFSS survey.
- c. The Contractor shall adhere to the following mandatory systems qualifications/requirements:
 - i. Use of a CATI system is required.
 - ii. Use of the WinCATI System from Sawtooth Software is preferred. WinCATI is a type of Computer-Assisted Telephone Interviewing software, which CDC BRFSS uses by default. If Contractor does not already possess this CATI system, and/or demonstrate proficiency in its use, they shall license the software from Sawtooth Software and Contract with the CDC specified consultant to assist in proper installation and training of Contractor specified staff. CDC will provide the BRFSS questionnaire script to the Contractor to be used by WinCATI
 - iii. WinCATI software also requires another piece of software that administers the BRFSS questionnaire and stores the collected data into a database. Ci3 is proprietary software from Sawtooth Technology. CDC's specified consultant will also assist in necessary training in the use of this product.
- iv. If a CATI system other than WinCATI is utilized, the Contractor is responsible for formatting the survey for CATI system utilized, as CDC BRFSS utilizes WinCATI and does not agree to assist in formatting surveys for alternate systems.
- d. The Contractor shall provide CATI summary telephone monitoring reports back to the State within two weeks after the expiration of each monthly survey.
- e. The Contractor shall extract the monthly survey data from the CATI database and reformat it to an ASCII file where it can be edited for errors and omissions using CDC provided and/or approved software. Only then can it be electronically forwarded simultaneously to CDC and the State within twenty (20) days after the expiration of each monthly survey.
- f. The Contractor shall provide the call attempt information to the State with the Summary Monitoring Report within two working days after the completion of each monthly survey.
- g. The Contractor shall conduct all telephone interviews so that the data files may be downloaded within two (2) weeks of the close of each monthly survey.

- The Contractor shall daily store all telephone operations and questionnaire data on a CATI compatible server, and daily perform a redundant backup.
- Interviewer/Supervisor Training: the Contractor shall ensure that all Contract staff receives training on the use of the CATI system being used.
- Spanish speaking interviewers must be available to complete surveys for any respondents requesting the service in Spanish. CDC will provide BRFSS questionnaire script in Spanish if necessary.
- k. The BRFSS telephone introductory script has been programmed into the CATI system so that the interviewer is prompted to read the introduction when each call is made. The telephone introduction contains required elements of informed consent and may not be modified in any way. The Contractor shall ensure that interviewers use this script
- The Contractor shall follow the CDC BRFSS Telephone Protocol for calling potential respondents. Once the numbers are called, there shall be the following:
 - i. Up to fifteen (15) attempts per telephone number to contact the respondent by telephone. The only time there should be fewer than fifteen (15) calls to a telephone number is when a call results in a "terminating" outcome (i.e., completed interview, interview refused, language barrier, wrong number)
 - The results of each call shall be entered into the CATI system by selecting the correct disposition codes as defined by CDC protocol.
 - The Contractor shall in all instances follow the CDC BRFSS protocol for telephone interviews. That protocol will be provided by the State to the Contractor at the start of the Contract. The State will provide the Contractor with the most up to date protocol as it becomes available.
- m. Supervisory staff shall be on-site with the interviewers anytime interviewing is taking place. Interviewers that are found not compliant following the interview protocol or script, acting in a non-professional manner or at least ninety-five percent (95%) accurate in data entry may be removed from the project. Forms used in quality assurance monitoring are in the Behavioral Risk Factor Surveillance System(BRFSS) User's Guide and can be, accessed at the above ftp: website. The State's Project Coordinator may periodically visit the Contractor's base of operations to monitor a portion of the telephone interviews that are being conducted by the Contractor. Virtual monitoring of telephone interviews by the State's Project Coordinator will occur on a monthly basis.
- n. The Contractor shall develop and provide systematic weekly reports to the State to monitor batch progress including at a minimum, a telephone disposition report, completes, and other information.
- The Contractor shall conduct monthly meetings, with interviewers and State staff, in a mutually acceptable format, to examine operations such as project protocols followed, staffing and training issues, data system issues, response rates, difficult interviews, etc.
- p. The Contractor shall designate a qualified Project Director who will manage and be accountable for the completion of the BRFSS project deliverables in this section. The Contractor Project Director is the primary point of contact with State BRFSS Project Coordinator for all BRFSS deliverables in this section.
- q. The Contractor shall designate a supervisor of the personnel conducting BRFSS telephone interviews and data entry
- r. The Contractor shall only use telephone samples obtained from the current CDC designated vendor.

A.6. PRAMS Deliverables.

- a. The Contractor shall contact a portion of the monthly sample of mothers by telephone. Telephone surveying is the mode utilized to meet the minimum acceptable response rate for the sample, which is updated annually by CDC.
 - The amount of the telephone calls to each sample telephone number will vary from one (1) call to as many as
 fifteen (15) calls depending upon the outcome of the call attempt. The average time to complete a telephone
 survey is thirty-five (35) minutes.

- ii. The number of total completed surveys for a survey year will vary. The Contractor shall adjust staffing and operations based on the number of telephone numbers received in PRAMS Integrated Data Collection System (PIDS) and the corresponding mail completion rate per batch.
- b. The Contractor shall adhere to the following mandatory systems qualifications/requirements:
 - Use of the PIDS. (Access to the PIDS and the CATI system will be provided by the State). Use of the standard PRAMS CATI system requires a computer with a high-speed Internet connection.
 - ii. For survey data collection purposes, the Contractor shall record electronically comments made by the respondents into the PIDS CATI system. Each comment shall be recorded verbatim with one exception: No names, addresses, telephone numbers, or e-mail addresses of women or their providers should be recorded.
 - iii. In the rare event that the PIDS CATI system cannot be used to make call attempts, the Contractor shall record call attempt information and survey data on paper. The survey data shall later be entered into the PIDS CATI system
- c. The Contractor shall provide telephone monitoring reports to the State within two (2) weeks of the expiration of each
- d. The Contractor shall provide call attempt information to the State with the Summary Monitoring Report (see Attachment 2) within seven (7) working days after the expiration of each batch.
- e. The Contractor shall conduct all telephone interviews so that the data files may be uploaded to the CDC with the close of each survey batch.
- f. The Contractor shall store all telephone operations and questionnaire data on the PIDS server. PRAMS data shall not be stored on any computers nor daily perform a redundant backup.
- g. The Contractor shall provide data entry services for paper questionnaires that were completed by the respondent and returned via mail to the State. Mail-in questionnaires are the primary means of response for PRAMS. The State will provide the Contractor completed paper surveys monthly. Data entry of a minimum of four surveys per hour is required.
- h. The Contractor shall participate in testing of new surveys as needed, in English and Spanish. This includes, but is not limited to, field testing and flow testing.
- i. Web-based training in basic interviewing skills shall be provided to the Contractor. The Contractor shall ensure that all of their interviewers complete the training. This shall include training in the right to privacy of study participants. The Contractor shall ensure that training on the following issues are specific to PRAMS data collection and are provided to interviewers and supervisors:
 - i. PRAMS is a list sample.
 - ii. Mailed surveys are the primary form of data collection.
 - iii. The telephone version of the survey is represented in the PIDS CATI system and has been developed to be consistent with the mail survey.
 - How to handle sensitive situations, such as discovering during the interview that a woman's infant has passed away.
 - v. Interviewers must be trained to correctly code responses given by the respondent. This includes any comments made by the mother during the interview or at the conclusion of the interview.
 - vi. Proper recording of all call dispositions made to each woman.
 - vii. In addition to basic interviewer training, the Contractor shall ensure that all Contract staff receives training on the use of the PIDS CATI system
 - viii. System training sessions and video recordings of the PIDS for interviewers and supervisors shall be provided to the Contractor by the State. Prior to the trainings, staff shall review the "How to Manuals," specifically the PIDS Help Section in the PIDS staging environment, that document the CATI system. The Contractor shall ensure that telephone staff review the manuals and participate in the trainings.
 - a. There is an interviewer version and a supervisor version of these manuals. Supervisors shall become familiar with the interviewer procedures and participate in the interviewer training in addition to the supervisor training. Telephone interviewing staff shall practice using the PIDS CATI system in training mode prior to going live in production mode with telephone interviews.

- ix. The Contractor shall ensure that all new interviewing staff and their supervisors shall participate in all four modules of the PRAMS Human Subjects Training sessions, which will be provided to the Department's PRAMS Project Coordinator. These sessions cover various issues related to the protection of human subjects in research. Refresher trainings (fourth module) shall be conducted at least once per year, and all modules shall be repeated in the case of a breech in protocol. A training report shall be delivered to the State when any of the following conditions are met: 1. New PRAMS interviewers are hired and complete the training; 2. There is a breech of protocol and all four modules are repeated; 3. Annual refresher training.
- j. Spanish speaking interviewers must be available for at least fifteen (15) hours per week, distributed evenly throughout the work week, to complete surveys for any respondents requesting the service in Spanish. CDC will provide PRAMS questionnaire script in Spanish if necessary.
- k. Interviewers must be female for PRAMS calls.
- The PRAMS telephone introductory script has been programmed into the CATI system so that the interviewer is
 prompted to read the introduction when each call is made. The telephone introduction contains required elements of
 informed consent and may not be modified in any way. The Contractor shall ensure that interviewers use this script
 verbatim
 - The Contractor shall follow the CDC PRAMS Telephone Protocol for calling potential respondents. The
 protocol can be accessed at:
 - a. http://www.cdc.gov/prams/methodology.htm
 - ii. Once the numbers are provided by the State, there shall be the following:
 - a. Up to fifteen (15) attempts per telephone number to contact the mother by telephone. The only time there should be fewer than fifteen (15) calls to a telephone number is when a call results in a "terminating" outcome (i.e., completed interview, interview refused, language barrier, wrong number).
- m. The Contractor shall audio monitor at least ten percent (10%) of all telephone calls. Monitoring shall consist of adherence to: interview protocol, script, interviewer professionalism, and accuracy of the data entry of the responses. At least ten percent (10%) of mail in surveys will be monitored for data entry accuracy. Supervisory staff shall be onsite with the interviewers anytime interviewing is taking place. Interviewers that are found not compliant following the interview protocol or script, acting in a non-professional manner or at least ninety-five percent (95%) accurate in data entry may be removed from the project. Forms used in quality assurance monitoring will be provided by the State. The State's Project Coordinator may periodically visit the Contractor's base of operations to monitor a portion of the telephone interviews that are being conducted by the Contractor. Virtual monitoring of telephone interviews by the State's Project Coordinator will occur on a monthly basis.
- n. The Contractor shall develop and provide systematic weekly reports to the State to monitor batch progress including at a minimum, a telephone disposition report, completes, and other information.
- The Contractor shall contact the PRAMS coordinator to notify the State regarding operations such as project protocols followed, staffing and training issues, data system issues, response rates, difficult interviews, etc.
- p. The Contractor shall designate a qualified Project Director who will manage and be accountable for the completion of the PRAMS project deliverables in this section. The Contractor Project Director is the primary point of contact with State PRAMS Project Coordinator for all PRAMS deliverables in this section.
- q. The Contractor shall designate a supervisor of the personnel conducting PRAMS telephone interviews and data entry.
- A.7. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.8. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.9. HIPAA Compliance

Contractors: The Contractor must execute a business associate agreement ("BAA") if: (a) the contracting State Agency is a "covered entity" as defined by the Privacy Rules; and (b) the Contractor will provide services to the contracting State Agency that involve Contractor's access to protected health information ("PHI") as defined by the Privacy Rules. Subcontractors: The Contractor must execute a BAA with a subcontractor if the subcontractor creates, receives, maintains, or transmits PHI on behalf of the Contractor.

A.10. The Contractor shall limit resources to US-based (onshore) resources only.

B. TERM OF CONTRACT

This Contract shall be effective on DATE ("Effective Date") and extend for a period of sixty (60) after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount (\$Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Cost to achieve completed BRFSS surveys	\$ NUMBER per completed survey
Cost to conduct BRFSS Asthma Callback Survey	\$ NUMBER per completed survey

BRFSS Other tasks (e.g., survey timing, programming and testing)	\$ NUMBER per hour
Cost to conduct PRAMS telephone surveys	\$ NUMBER per completed survey
Cost to conduct PRAMS data entry of mailed surveys	\$ NUMBER per Hour
PRAMS Other tasks (e.g., as approved by TDH)	\$ NUMBER per task

- C.4. <u>Travel Compensation</u>. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Chandranie Dissanayake, Administrative Services Manager Tennessee Department of Health, Division of Population Health Assessment Andrew Johnson Tower, 2nd Floor 710 James Robertson Parkway, Nashville, TN 37243 Telephone # 615-532-7915 FAX # 615-253-6187 chandranie.dissanayake@tn.gov

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - 4) Customer account name: Department of Health, Division of Population Health Assessment;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in meets the minimum requirements of this Section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. <u>Deductions</u>. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. <u>Prerequisite Documentation</u>. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
 - a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. <u>Required Approvals</u>. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Shalini Parekh, MPH, Assistant Commissioner
Division of Population Health Assessment
Tennessee Department of Health Andrew Johnson Tower, 2nd Floor
710 James Robertson Parkway, Nashville, TN 37243
Shalini.parekh@tn.gov
Telephone # 615-253-6814
Fax #: N/A

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. <u>Subject to Funds Availability</u>. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. <u>Termination for Cause</u>. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. <u>Assignment and Subcontracting</u>. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. <u>Nondiscrimination</u>. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. <u>Prohibition of Illegal Immigrants</u>. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material

provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1 semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. <u>Strict Performance</u>. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. <u>Independent Contractor</u>. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.17. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. <u>HIPAA Compliance</u>. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
 - Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply
 with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established

under Tenn. Code Ann. §§ 8-35-101, et seq., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. <u>Tennessee Department of Revenue Registration.</u> The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. <u>Debarment and Suspension</u>. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. <u>State and Federal Compliance</u>. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or

federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. <u>Severability</u>. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. <u>Headings</u>. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
 - a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - This Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes attachment 3
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory— Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

- a. Commercial General Liability ("CGL") Insurance
 - 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.
- b. Workers' Compensation and Employer Liability Insurance
 - For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
 - 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;

- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;
- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.
- d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
 - 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
 - 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.
- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Pub. Ch. 113, § 5, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Pub. Ch. 113, § 5, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions
- E.2. <u>Contractor Commitment to Diversity</u>. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 34320-09824 and resulting in this Contract

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

- E.3. <u>Prohibited Advertising or Marketing</u>. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws, and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and

representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.5. <u>Lobbying</u>. The Contractor certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.6. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards): and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of

1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Unique Entity Identifier (UEI) number and maintain its UEI number for the term of this Contract. More information about obtaining a UEI Number can be found at: the System for Award Management (SAM.gov).
- E.7. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
 - a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA

firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/sts-security-policies.html.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State,

the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
 - (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: one (1) hour /sixty (60) minutes
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: twenty-four (24) hours/one thousand four hundred and forty (1,440) minutes
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

	1-2	

CONTRACTOR SIGNATURE	DATE
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)	
DEPARTMENT OF HEALTH:	
DALBILALVADADO MO FACO COMMISSIONED	DATE
RALPH ALVARADO, MD, FACP, COMMISSIONER	DATE

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	
The Contractor, identified above, does hereby Contractor shall not knowingly utilize the ser of this Contract and shall not knowingly utiliz utilize the services of an illegal immigrant in t	vices of an illegal immigrant in the performance e the services of any subcontractor who will
CONTRACTOR SIGNATURE	
CONTROL ON CHOICE	
	o contractually bind the Contractor. If said individual is not the chief executive authority to contractually bind the Contractor.
NOTICE: This attestation MUST be signed by an individual empowered to	

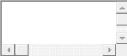
ATTACHMENT 2

PRAMS Monitoring Form SAMPLE

Part 1: Interaction with HH Member Other Than Mother

Did interviewer follow proper procedures when HH member answered phone? If no, explain.

You said interviewer did not follow proper procedures when HH member answered phone. Please explain.



Did interviewer respond appropriately to questions from the HH member (IE: Was mother's confidentiality protected)? If no, explain.

Please explain.



ONLY USE IF SPOKE WITH SOMEONE OTHER THAN MOTHER

Rank the interviewer for the first 30-45 seconds on the interview.

1 = Poor, 10 = Excellent

	Poor - 1	2	3	4	5	6	7	8	9	Excellent - 10	NA
Ability to obtain alternate contact	0	0	0	0	0	0	0	\circ	0	0	0
Success at scheduling a call back	0	0	0	0	0	0	0	0	0	0	0
Politeness	0	0	0	0	0	0	0	0	0	0	0
Speaks with a "smile in the voice"	0	0	0	0	0	0	0	0	0	0	0
Annunciation and diction	0	0	0	0	0	0	0	0	0	0	0

Ability to work through a soft refusal

	Poor - 1	2	3	4	5	6	7	8	9 F	Excellent	NA
Ability to answer inquiries	0	0	0	0	0	0	0	0	0	0	0
Verbatim vs Ad-Lib balance	0	0	0	0	0	0	0	0	0	0	0
Ability to cope with rude respondent	0	0	0	0	0	0	0	0	0	C	0
Using correct disposition codes	0	0	0	0	0	0	0	0	0	0	0
Did the caller speak to the mother? Yes No REMINDER: If they didn't talk to the mother, you can leave the next two sections blank. You don't need to click NA to each - that's not necessary, it's irrelevant data.											
Part 2: Interaction with Mother - Introductory Script Did interviewer read entire script exactly as it's written before beginning interview? If no, explain.											
You said interviewer did not read entire script exactly as it's written before beginning interview. Please explain. Did interviewer explicitly ask for mother's permission to conduct interview? If no, explain.											
You said interview interview. Please explain.	wer dic	l not e	explici	tly ask	c for m	nother	's per	missio	on to co	nduct	
Did interviewer respond appropriately to any questions the mother asked? If no, explain. You said interviewer did not respond appropriately to any questions the mother asked. Please explain.											



ONLY USE IF SPOKE WITH MOTHER

Rank the interviewer for the first 30-45 seconds on the interview. 1 = Poor, 10 = Excellent

	Poor - 1	2	3	4	5	6	7	8	9	Excellent - 10	NA
Politeness	0	0	0	0	\circ	0	0	\circ	\circ	0	0
Speaks with a "smile in the voice"	0	0	0	0	0	0	0	0	0	0	0
Annunciation and diction	0	0	0	0	0	0	0	0	0	0	\circ
Ability to work through a soft refusal	0	0	0	0	0	0	0	0	0	0	0
Ability to answer inquiries	0	0	0	\circ	\circ	0	0	\circ	\circ	0	0
Verbatim vs Ad-Lib balance	0	0	0	0	0	0	0	0	0	0	0
Ability to cope with rude respondent	0	0	0	0	0	0	0	0	0	0	0
Using correct disposition codes	0	0	0	0	0	0	0	0	0	0	0
Success at scheduling a call back	0	0	0	0	0	0	0	0	0	0	0
Probed for good callback time if required	0	0	0	0	0	0	0	0	0	0	0
"Talked-up" the benefits of the survey	0	0	0	0	0	0	0	0	0	0	0

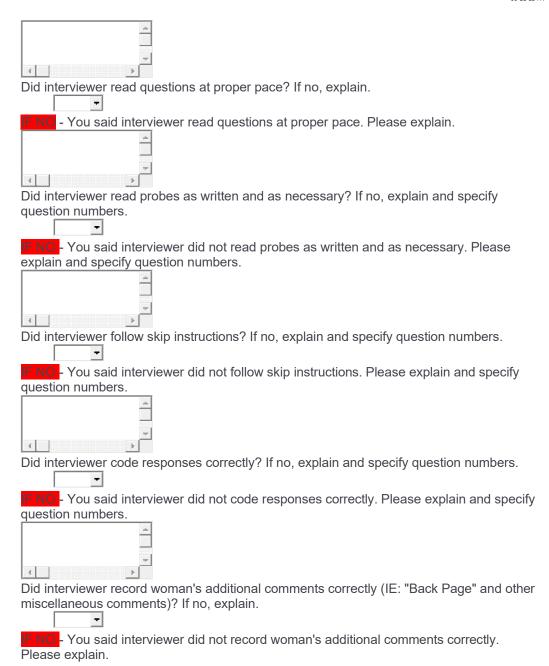
Part 3: Interaction with Mother - Interview

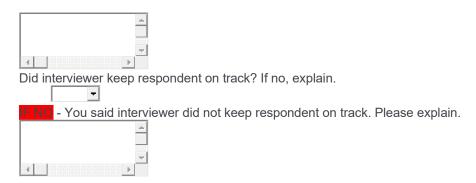
Did interviewer read questions as written? If no, explain and specify question numbers.



FNO- You said interviewer did not read questions as written. Please explain and specify

question numbers.





Rate the interviewer for the full interview.

1 = Poor, 10 = Excellent

(You can leave this question blank if they did not talk to the mother. It's irrelevant data.)

	Poor - 1	2	3	4	5	6	7	8	9	ent -	NA
Does not ask leading questions	0	0	0	0	0	0	0	0	0	0	0
Does not provide personal opinions	0	0	0	0	0	0	0	0	0	0	0
Converts IDK's to answers	0	0	0	0	0	0	0	0	0	0	\circ
Encouraging without leading	0	0	0	0	0	0	0	0	0	0	0
Verbatim vs Ad-Lib balance	0	0	0	0	0	0	0	0	0	0	0
Keeps respondent on task	0	0	0	0	\circ	0	\circ	\circ	0	0	\circ
Codes questions correctly	0	0	0	0	0	0	\circ	\circ	0	0	0
Answers respondent questions	0	0	0	0	0	0	0	0	0	0	0
Remains polite for full interview	0	0	0	0	0	0	0	0	0	0	0

Annunciation and diction

	Poor - 1	2	3	4	5	6	7	8	9	Excell ent - 10	NA
Speaks with a "smile in the voice"	0	0	0	0	0	0	0	0	0	0	0
Thanked Respondent for Participating	0	0	0	0	0	0	0	0	0	0	0
Official CDC Rating Questio	ns used	for BF	RFSS (and PF	RAMS	by TN)					
Section: Attitude											
(rate the interviewers characteristics on a scale from 1 (lowest) to 5 (highest)											
(You can leave this question blank	k if they d	lid not ta	lk to the	mother.	It's irrel	evant da	ata.)				
	1 - Lo	W	2		3		4	5	5 - High	N	A
Is courteous and polite	0		\circ		\circ		\circ		0	0	
Sounds confident	0		0		0		0		0	0	
Does not sound bored	0		0		0		0		0	0	
Knows pronunciations	0		0		0		0		0	0	
Speech is clear	0		0		0		0		0	0	
Does not hurry interviewee	0		0		0		0		0	0	
Does not sound sarcastic	0		0		0		0		0	С	
Sounds interested in responses	0		0		0		0		0	С	
Official CDC Rating Questio	ns used	for BF	RFSS (and PF	RAMS	by TN)					
Section: Interviewing Techniques											
(rate the interviewers characterist	ics on a s	cale fro	m 1 (low	est) to 5	(highes	t)					
(You can leave this question blank	k if they d	lid not ta	lk to the	mother.	It's irrel	evant da	ata.)				
	1 - Lo	W	2		3		4	5	5 - High	N	A

						06-21-23 FA
	1 - Low	2	3	4	5 - High	NA
Attempts to make appointments with appropriate respondents	0	0	0	0	0	0
Reads verbatim	0	0	0	0	0	0
Has good interviewing pace	0	0	0	0	0	0
Does NOT allow respondent to ramble	0	0	0	0	0	0
Interview flows well	0	0	0	0	0	0
Goes from intro directly into first questions	C	0	0	0	0	0
Persuades respondent to continue	0	0	0	0	0	0
Follows skip patterns smoothly	0	0	0	0	0	0
Answers respondents questions	0	0	0	0	0	0
Smooth closing of the interview	0	0	0	0	0	0
Official CDC Rating Questi	ons used for l	BRFSS (and	PRAMS by	TN)		
Section: Probing						
(rate the interviewers characteris	stics on a scale f	rom 1 (lowest)	to 5 (highest)			
(You can leave this question blan	nk if they did not	talk to the mot	her. It's irrelevai	nt data.)		
	1 - Low	2	3	4	5 - High	NA
Probes for more accurate information	C	0	0	0	0	0
Knows when to probe	0	0	0	0	0	0
Uses neutral probes	0	0	0	0	0	0
						3/

	1 - Low	2	3	4	5 - High	NA
Uses multiple probes	0	0	0	0	0	0
Encourages respondent when respondent seems reluctant	0	C	0	0	0	0
Is there anything about to client?	his record th	nat should	be reported	to manage	ement or to th	e TN
Is there anything this into Management?	erviewer did	particularl	y <u>well</u> that s	hould be p	ointed out to	Lab
Is there anything this into Management?	erviewer did	particularl	y <u>poorly</u> tha	t should be	pointed out	to Lab

	A Attachment 3
Please check the box next to your answer or follow the directions included with the question. You may be asked to skip some questions that do not apply to you. BEFORE PREGNANCY	NoYes
The first questions are about <i>you</i> .	No Yes a. I was dieting (changing my eating habits) to loseweight
Pounds OR Kilos	b. I was exercising 3 or more days of the week for fitness outside of my regular job
Month Day Year The next questions are about the time before you got pregnant with your new baby.	No Yes a. Type 1 or Type 2 diabetes (not gestational diabetes or diabetes that starts during pregnancy)

(9)	Nο

9 Yes

5. Did the baby born just before your new one weigh 5 pounds, 8 ounces (2.5 kilos) or less at birth?

Go to Question 7

- 9 No
- 9 Yes

Go to Question 12

g. Talk to me about sexually transmitted

emotionally or physically 9 9

....9 9

8

infections such as chlamydia,

gonorrhea, or syphilis.....

- j. Ask me if I was feeling down or k. Ask me about the kind of work I do $\ensuremath{\mathsected 9}$
- I. Test me for HIV (the virus that causes

Г			
¥			
		Go to Questi	on 16
	9 Yes		
		No	Yes
a.	Getting my vaccines updated be		163
			0
	pregnancy		9
D.	Visiting a dentist or dental hygi before pregnancy		9
c.	Getting counseling for any gen		9
	diseases that run in my family		9
d.	Getting counseling or treatmen		(9)
e.	depression or anxiety The safety of using prescription		9
٠.	over-the-counter medicines du	ring	
	pregnancy		9
f.	How smoking during pregnanc affect a baby	y can 9	9
	,		
g.	How drinking alcohol during pr can affect a baby		9
h.	How using illegal drugs during		9
	pregnancy can affect a baby		9

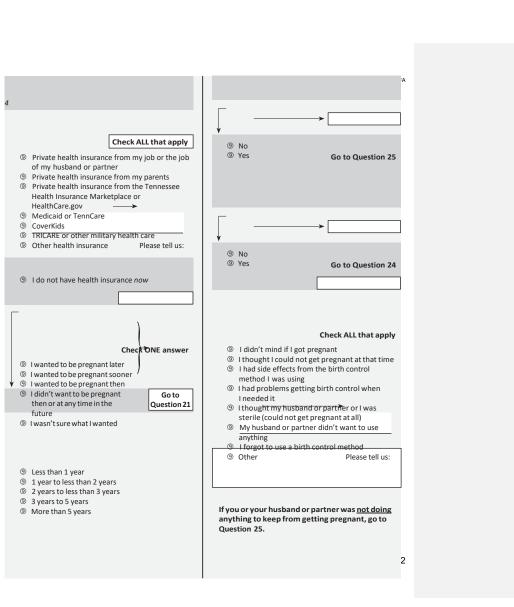
3 out your health e, during, and your *new* baby. Check ALL that apply from my job or the job from my parents from the Tennessee tplace or y health care Please tell us:

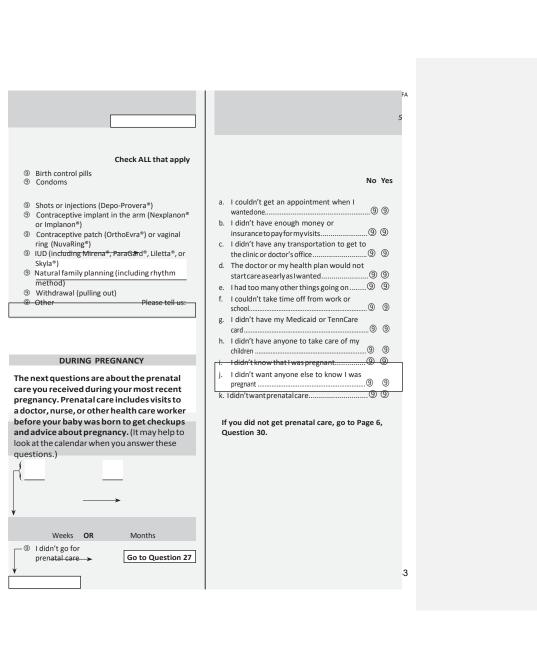
 Medicaid or TennCare CoverKids

Check ALL that apply

0

- 9 TRICARE or other military health care
- 9 Other health insurance Please tell us:
- I did not have any health insurance for my prenatal care





26. Did you get prenatal care as early in your pregnancy as you wanted?

No

No

9 Yes Go to Page 6, Question 28

Go to Question 27

No Yes

99

28. During any of your prenatal care visits, did a doctor, nurse, or other health care worker talk with you about any of the things listed below? Please count only discussions, not reading

materials or videos. For each item, check No if no one talked with you about it or Yes if someone

a. How smoking during pregnancy could affect my baby 9 9

b. Breastfeeding my baby...... 9 9 How drinking alcohol during pregnancy d. Using a seat belt during my pregnancy ... 9 9

e. Medicines that are safe to take during How using illegal drugs could affect my

Doing tests to screen for birth defects or diseases that run in my family...... 9 9

h. The signs and symptoms of preterm labor (labor more than 3 weeks before

the baby is due)...... 9 9 i. What to do if I feel depressed during my

Physical abuse to women by their

No Yes

i. If I planned to breastfeed my new baby.. $\ensuremath{\mathfrak{9}}$ j. If I planned to use birth control after my

Yes if they did.

30. At any time during your most recent pregnancy or delivery, did you have a test for HIV (the virus that causes AIDS)?

29. During any of your prenatal care visits, did a

a. If I knew how much weight I should

b. If I was taking any prescription

doctor, nurse, or other health care worker ask

you any of the things listed below? For each

c. If I was smoking cigarettes...... 9 9

e. If someone was hurting me emotionally

g. If I was using drugs such as marijuana,

h. If I wanted to be tested for HIV (the

virus that causes AIDS).....

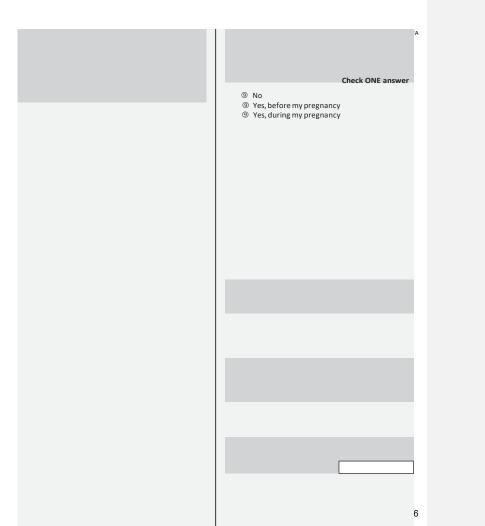
item, check No if they did not ask you about it or

9 No

9 Yes 9 I don't know

31. During the 12 months before the delivery of your new baby, did a doctor, nurse, or other health care worker offer you a flu shot or tell you to get one? 9 No

9 Yes



Please tell us:

No Yes

y	uring <i>your most recent</i> pregnancy, did ou have your teeth cleaned by a dentist or ental hygienist?
9	No
(A)	Vec

apply to you or Yes if it is true. No Yes a. I knew it was important to care for my

34. This question is about other care of your teeth during your most recent pregnancy. For each item, check No if it is not true or does not

teeth and gums during my pregnancy..... $\ensuremath{ 9 }$

b. A dental or other health care worker talked with me about how to care for

e. I went to a dentist or dental clinic about

c. I had insurance to cover dental care during my pregnancy..... d. I needed to see a dentist for a problem .. 9 9

35. During your most recent pregnancy, did you take a class or classes to prepare for

childbirth and learn what to expect during

9 No

labor and delivery?

pregnant women.

9 Yes

36. During your most recent pregnancy, did a home visitor come to your home to help you prepare for your new baby? A home visitor is a nurse, a health care worker, a social worker, or other person who works for a program that helps 37. Who was the home visitor that came to your home during your most recent pregnancy? 9 A nurse or nurse's aide

A teacher or health educator

 A doula or midwife A social worker

9 I don't know

Someone else

38. During your most recent pregnancy, were you on WIC (the Special Supplemental Nutrition Program for Women, Infants, and Children)? 9 No

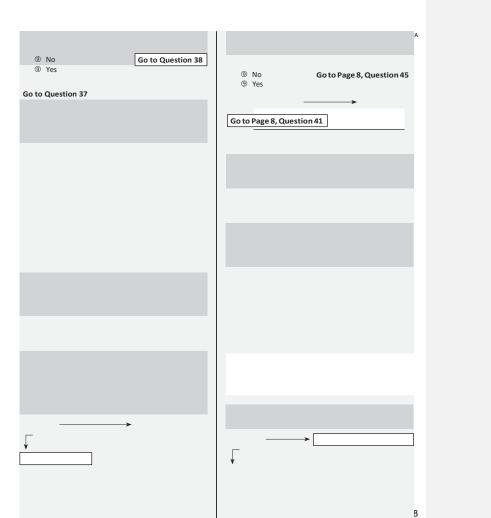
9 Yes

39. During your most recent pregnancy, did you have any of the following health conditions? For each one, check No if you did not have the condition or Yes if you did.

a. Gestational diabetes (diabetes that

b. High blood pressure (that started during this pregnancy), pre-eclampsia or

The next questions are about smoking cigarettes around the time of pregnancy (before, during, and after).

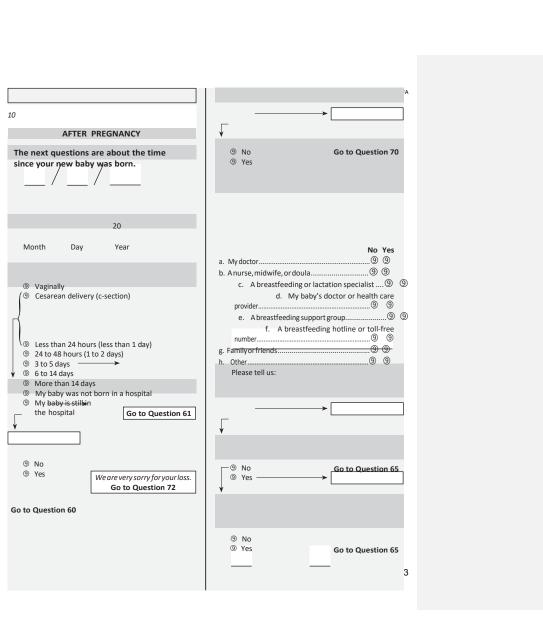


 9 41 cigarettes or more 9 21 to 40 cigarettes 9 11 to 20 cigarettes 9 6 to 10 cigarettes 9 1 to 5 cigarettes 9 Less than 1 cigarette 9 I didn't smoke then 	Check ONE answer No one is allowed to smoke anywhere inside my home Smoking is allowed in some rooms or at some times Smoking is permitted anywhere inside my home		
9 41 cigarettes or more9 21 to 40 cigarettes	The next questions are about using other tobacco products around the time of pregnancy.		
 9 11 to 20 cigarettes 9 6 to 10 cigarettes 9 1 to 5 cigarettes 9 Less than 1 cigarette 9 I didn't smoke then 	E-cigarettes (electronic cigarettes) and other electronic nicotine products (such as vape pens, e-hookahs, hookah pens, e-cigars, e-pipes) are battery-powered devices that use nicotine liquid rather than tobacco leaves, and produce vapor instead of smoke. A hookah is a water pipe used to smoke tobacco. It is not the same as an e-hookah or hookah pen.		
If you did not smoke at any time in the <u>3 months</u> <u>before</u> you got pregnant, go to Question 44.			
No Yes			
© res ® I didn't go for prenatal care	a. E-cigarettes or other electronic nicotine products		
9 41 cigarettes or more9 21 to 40 cigarettes9 11 to 20 cigarettes6 to 10 cigarettes	If you used e-cigarettes or other electronic nicotine products in the past 2 years, go to Question 47. Otherwise, go to Question 49.		

- 9 1 to 5 cigarettes9 Less than 1 cigarette9 I don't smoke now

- 9 2-3 times per month
- 9 Once a month
- 9 I did not smoke hookah then

Questions 54 and 55 have been removed. Please continue with Question 56.



64. How many weeks or months did you breastfeed or feed pumped milk to your baby?

9 Less than 1 week

Weeks OR Months

9 On his or her back 9 On his or her stomach

9 On his or her side

66. In the past 2 weeks, how often has your new baby slept alone in his or her own crib or bed?

9 Often Sometimes

Always

Rarely

9 Never Go to Question 68

67. When your new baby sleeps alone, is his or her crib or bed in the same room where you

sleep? 9 No

9 Yes

68. Listed below are some more things about how babies sleep. How did your new baby

usually sleep in the past 2 weeks? For each item, check No if your baby did not usually sleep

like this or Yes if he or she did.

b. On a twin or larger mattress or bed 9 9

e. In a sleeping sack or wearable blanket..... 9 69. Did a doctor, nurse, or other health care worker tell you any of the following things? For each thing, check No if they did not tell you or Yes if they did. No Yes

a. Place my baby on his or her back to b. Place my baby to sleep in a crib,

bassinet, or pack and play...... 9 9 c. Place my baby's crib or bed in my room .. 9d. What things should and should not go in bed with my baby....... 99

70. Since your new baby was born, has a home visitor come to your home to help you learn how to take care of yourself or your new baby? A home visitor is a nurse, a health care worker, a social worker, or other person who works for a program that helps mothers of newborns.

Go to Question 72

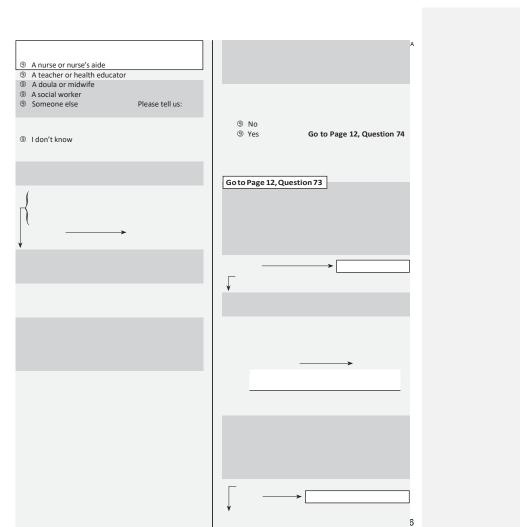
71. Who was the home visitor that came to your home during your most recent pregnancy?

g. With toys, cushions, or pillows,

9 No

9 Yes

including nursing pillows 9 9 h. With crib bumper pads (mesh or



or Implanon®)

a.	Tell me to take a vitamin with folic acid 9 9
b.	Talk to me about healthy
	eating, exercise, and losing
	weight gained
	during pregnancy
c.	Talk to me about how long to wait
	before getting pregnant again 9 9
d.	Talk to me about birth control
	methods I can use after giving birth 9 9
e.	Give or prescribe me a
	contraceptive method such as
	the pill, patch, shot (Depo-
	Provera®), NuvaRing®,

f. Insert an IUD (Mirena®, ParaGard®, Liletta®, or Skyla®) or a contraceptive implant (Nexplanon® or Implanon®) 9 9

g. Ask me if I was smoking cigarettes 9 9 h. Ask me if someone was hurting me

emotionally or physically....... i. Ask me if I was feeling down or

Always

- 9 Often 9 Sometimes
- Rarely 9 Never

77. Since your new baby was born, how often have you felt down, depressed, or hopeless?

78. Since your new baby was born, how often have you had little interest or little pleasure in doing things you usually enjoyed?

9 Often 9 Sometimes

 Rarely 9 Never

OTHEREXPERIENCES

The next questions are on a variety of

79. During the 12 months before you got pregnant with your new baby, did you have a miscarriage, fetal death (baby died before

9 No 9 Yes

80. At any time during your most recent

pregnancy, did you work at a job for pay?

9 No 9 Yes

81. Have you returned to the job you had during your most recent pregnancy?

Go to Question 83

Check ONE answer 9 No, and I do not plan

being born), or stillbirth?

to return

Go to Question 83

9 No, but I will be returning 9 Yes

If your baby is not alive or is not living with you, go to Page 14, Question 87.

83. Listed below are some statements about safety. For each one, check No if it does not apply to you or Yes if it does.

No Yes a. I always used a seatbelt during my most

b. My home has a working smoke alarm 9 9 c. There are loaded guns, rifles, or other

d. I have received information about infant products that should be taken off the market (product recalls) since my new

If your baby is still in the hospital, go to Page, 14, Question 87.

84. When your new baby rides in a car, truck, or van, how often does he or she ride in an infant car seat?

> Always 9 Often

Sometimes

 Rarely 9 Never

85. When your new baby rides in an infant car

Go to Page 14, Question 87

seat, is he or she usually in the front or back seat of the car, truck, or van?

9 Front seat Back seat

	A
Check ALL that apply I took paid leave from my job I took unpaid leave from my job I did not take any leave	Facing forward Facing the rear
→	
→	
	i0

b.

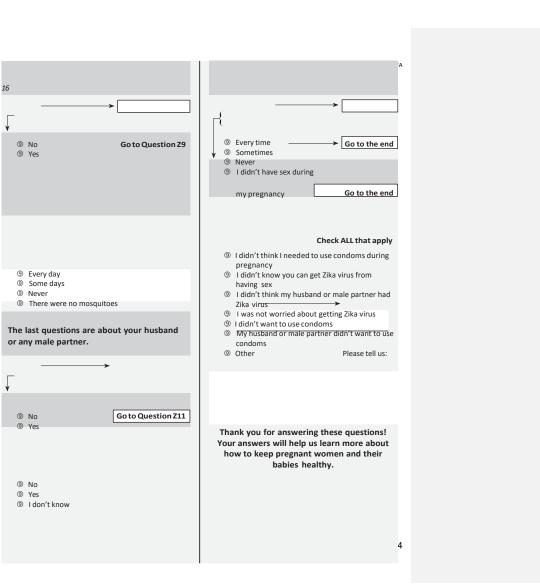
d.

	The next questions are about the time during the 12 months before your new baby was born.
No Yes ave an emergency meeting place for	
mily members (other than my home) 9 9 y family and I have practiced what to in case of a disaster 9 9 ave a plan for how my family and I huld keep in touch if we were farated. 9 9 ave an evacuation plan if I need to every home and community. 9 9 ave an evacuation plan for my child or or lidren in case of a disaster (permission of day care or school to release my child another adult). 9 9 ave copies of important documents e birth certificates and insurance licies in a safe place outside my me 9 ave emergency supplies in my home emy family such as enough extra ter, food, and medicine to last for at st three days. 9 9 ave emergency supplies that I keep in year, at work, or at home to take with eif I haveto leave quickly. 9 9	9 \$0 to \$16,000 9 \$16,001 to \$20,000 9 \$20,001 to \$24,000 9 \$24,001 to \$28,000 9 \$28,001 to \$32,000 9 \$32,001 to \$40,000 9 \$40,001 to \$48,000 9 \$44,001 to \$48,000 9 \$48,001 to \$57,000 9 \$57,001 to \$60,000 9 \$60,001 to \$73,000 9 \$73,001 to \$85,000 9 \$85,001 to \$85,000
	20
	Month Day Year

Month Day

Year Length of

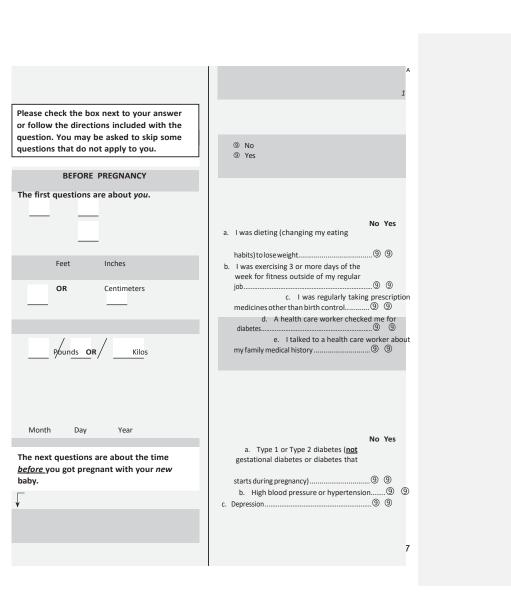
stay (number of days):



Please use this space for any additional comments you would like to make about your experiences around the time of your pregnancy or the health of mothers and babies in Tennessee.

$Thanks for answering \ our \ questions!$

Your answers will help us work to keep mothers and babies in Tennessee healthy.



O MO

9 Yes

Go to Question 7

5. Did the baby born just before your new one weigh 5 pounds, 8 ounces (2.5 kilos) or less at birth?

9 No

9 Yes

infections such as chlamydia,

h. Ask me if I was smoking cigarettes...... 9 9 i. Ask me if someone was hurting me

emotionally or physically 9 9

gonorrhea, or syphilis.....

....9 9

9

- j. Ask me if I was feeling down or k. Ask me about the kind of work I do $\ensuremath{\mathsected 9}$
- I. Test me for HIV (the virus that causes

				next questions are a	•
¥			afte	r your pregnancy w	ith your <i>new</i> baby.
	 No Go to Questi Yes	on 16			
					Check ALL that apply
				of my husband or par	
			9	Private health insuran Private health insuran Health Insurance Mar HealthCare.gov Medicaid or TennCare	ce from the Tennessee ketplace or
a.	No Getting my vaccines updated before	Yes		CoverKids TRICARE or other milit	
h	pregnancy 9 Visiting a dentist or dental hygienist	9	9	Other health insurance	e Please tell us:
٠.	before pregnancy	9			
c.	Getting counseling for any genetic diseases that run in my family	9	9	I did not have any hea	alth insurance during the
d.	Getting counseling or treatment for	@		, , ,	
e.	depression or anxiety	9		→	
	over-the-counter medicines during pregnancy	9			Check ALL that apply
f.	How smoking during pregnancy can affect a baby	9	9	I did not go for	check ALL that apply
				prenatal care Go	to Page 4, Question 18
g.	How drinking alcohol during pregnancy can affect a baby	9	9	Private health insuran	ce from my job or the job tner
h.	How using illegal drugs during pregnancy can affect a baby	9		Private health insuran Private health insuran Health Insurance Mar	ce from ≯ ny parents ce from the Tennessee

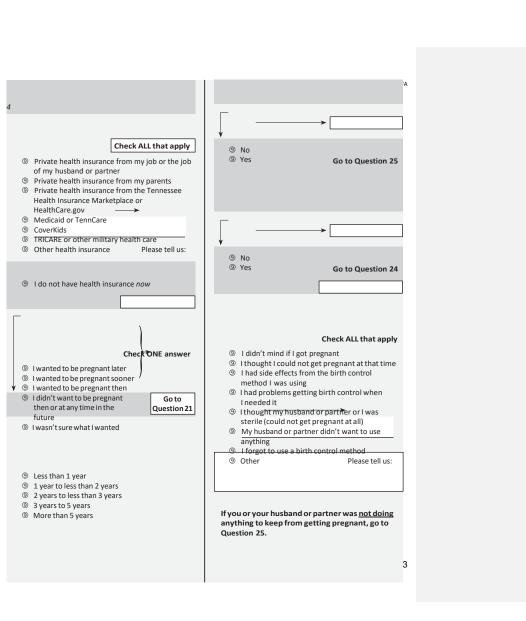
kt questions are about your *health* ce coverage before, during, and our pregnancy with your new baby. Check ALL that apply ivate health insurance from my job or the job my husband or partner ivate health insurance from my parents ivate health insurance from the Tennessee ealth Insurance Marketplace or ealthCare.gov edicaid or TennCare overKids RICARE or other military health care her health insurance Please tell us:

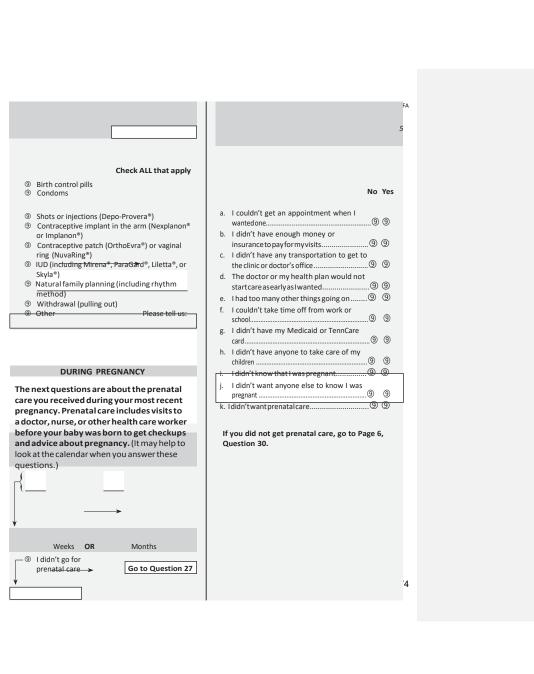
3

Check ALL that apply

HealthCare.gov Medicaid or TennCare CoverKids

- 9 TRICARE or other military health care
- 9 Other health insurance Please tell us:
- I did not have any health insurance for my prenatal care





26. Did you get prenatal care as early in your pregnancy as you wanted?

Go to Page 6, Question 28

9 No

9 Yes

Go to Question 27

No Yes

99

la r ed
ding
if no ne

No Yes a. How smoking during pregnancy could

affect my baby 9 9 b. Breastfeeding my baby...... 9 9

How drinking alcohol during pregnancy d. Using a seat belt during my pregnancy ... 9 9

e. Medicines that are safe to take during How using illegal drugs could affect my

baby...... 9 9 Doing tests to screen for birth defects or

diseases that run in my family...... 9 9 h. The signs and symptoms of preterm

labor (labor more than 3 weeks before

i. What to do if I feel depressed during my

Physical abuse to women by their

HIV (the virus that causes AIDS)?

9 No 9 Yes 9 I don't know

31. During the 12 months before the delivery of your new baby, did a doctor, nurse, or other health care worker offer you a flu shot or tell you to get one?

29. During any of your prenatal care visits, did a

a. If I knew how much weight I should

b. If I was taking any prescription

Yes if they did.

doctor, nurse, or other health care worker ask

you any of the things listed below? For each

cocaine, crack, or meth.......

c. If I was smoking cigarettes...... 9 9

e. If someone was hurting me emotionally

g. If I was using drugs such as marijuana,

h. If I wanted to be tested for HIV (the

virus that causes AIDS).....

j. If I planned to use birth control after my

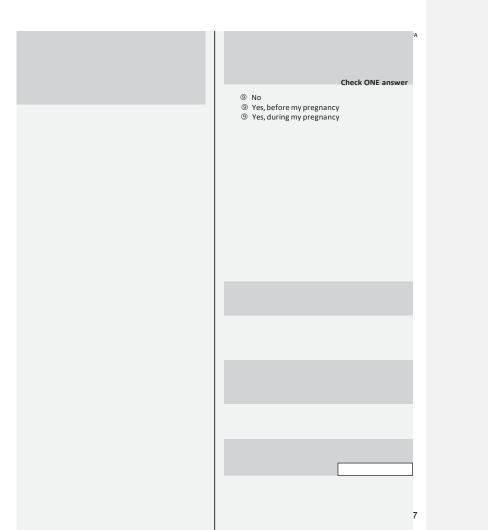
30. At any time during your most recent

i. If I planned to breastfeed my new baby.. $\ensuremath{\mathfrak{9}}$

pregnancy or delivery, did you have a test for

item, check No if they did not ask you about it or

9 No 9 Yes



Please tell us:

No Yes

33.	y	uring <i>your most recent</i> pregnancy, did ou have your teeth cleaned by a dentist or ental hygienist?
	9	No
	9	Yes

34. This question is about other care of your teeth during your most recent pregnancy. For each item, check No if it is not true or does not

 $\label{eq:No-Yes} \mbox{No-Yes} \mbox{ a. I knew it was important to care for my}$

- teeth and gums during my pregnancy..... 9
- talked with me about how to care for my teeth and gums......

 ©

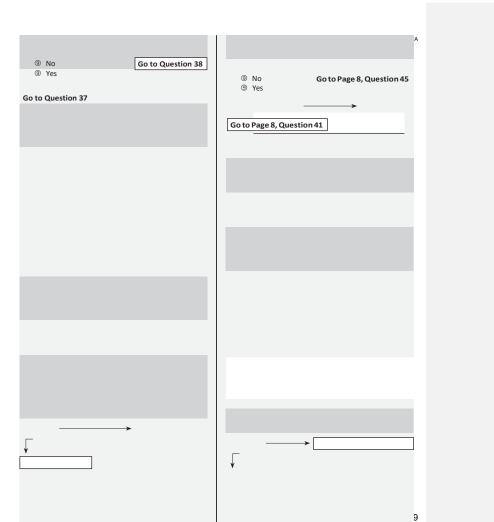
 c. I had insurance to cover dental care

b. A dental or other health care worker

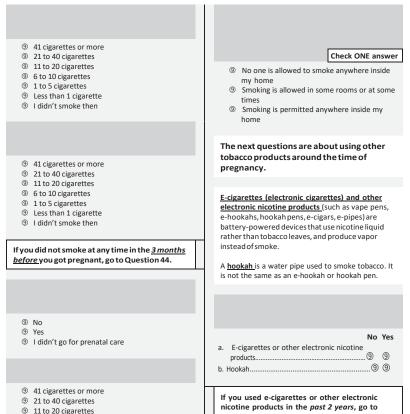
apply to you or Yes if it is true.

- e. I went to a dentist or dental clinic about a problem 9 9
- 35. During your most recent pregnancy, did you take a class or classes to prepare for childbirth and learn what to expect during labor and delivery?
 - 9 No9 Yes
- 36. During your most recent pregnancy, did a home visitor come to your home to help y
 - home visitor come to your home to help you prepare for your new baby? A home visitor is a nurse, a health care worker, a social worker, or other person who works for a program that helps pregnant women.

- 37. Who was the home visitor that came to your home during *your most recent* pregnancy?
 - A nurse or nurse's aide
 A teacher or health advector
 - A teacher or health educator A doula or midwife
 - A doda of findwife
 A social worker
 - Someone else
 - I don't know
- - 9 No 9 Yes
- 39. During your most recent pregnancy, did you
 - have any of the following health conditions?
 For each one, check No if you did not have the condition or Yes if you did.
- The next questions are about smoking cigarettes around the time of pregnancy (before, during, and after).

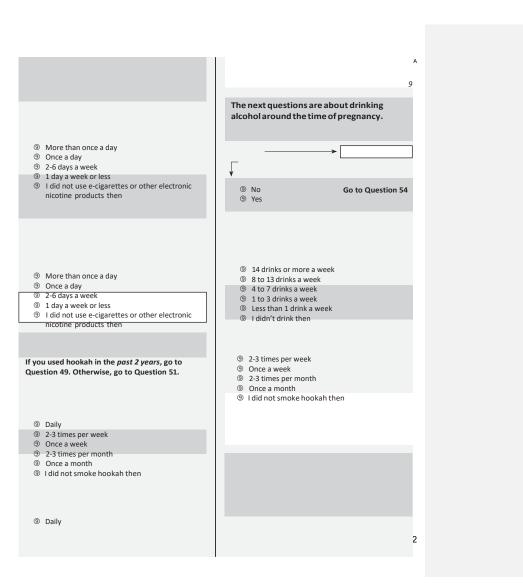


9 6 to 10 cigarettes



Question 47. Otherwise, go to Question 49.

- 9 1 to 5 cigarettes9 Less than 1 cigarette9 I don't smoke now



53. During the last 3 months of your pregnancy, how many alcoholic drinks did you have in an average week?

- 9 14 drinks or more a week 9 8 to 13 drinks a week
- 9 4 to 7 drinks a week
- 9 1 to 3 drinks a week
- 9 Less than 1 drink a week 9 I didn't drink then
- Pregnancy can be a difficult time. The next questions are about things that may have happened

before and during your most recent pregnancy.

> 54. In the 12 months before you got pregnant with your new baby, did any of the following people push, hit, slap, kick, choke, or physically hurt you in any other way? For each person, check No if they did not hurt you during this time or **Yes** if they did.

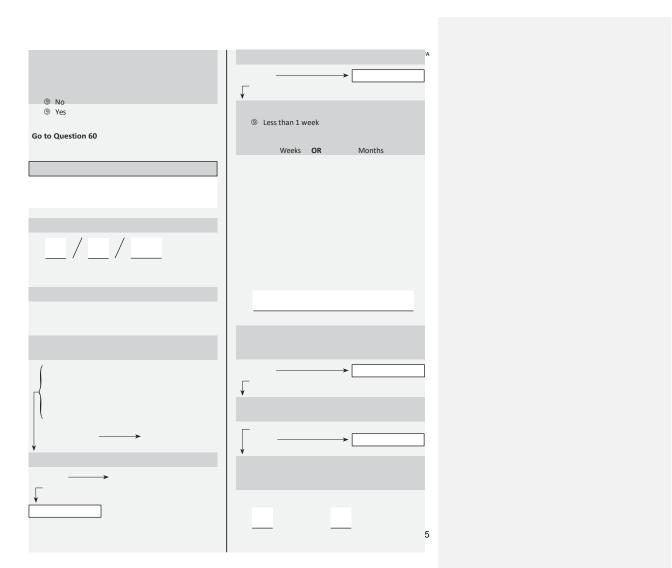
No Yes

a. My husband or partner

.....99 b. My ex-husband or ex-

55. During your most recent pregnancy, did any	60. Is your baby living with you now?			
of the following people push, hit, slap, kick, choke, or physically hurt you in any other way? For each person, check No if they did not hurt you during this time or Yes if they did.	9 No Go to Question 709 Yes			
a. My husband or partner	61. Before or after your new baby was born, did you receive information about breastfeeding from any of the following sources? For each one, check No if you did not receive information from this source or Yes if you did.			
AFTER PREGNANCY	No Yes a. My doctor 9 9			
The next questions are about the time	b. Anurse, midwife, or doula 9 9			
since your new baby was born.	c. A breastfeeding or lactation specialist 9 9			
	d. My baby's doctor or health care			
56. When was your new baby born?	provider			
	f. A breastfeeding hotline or toll-free			
20	number			
	g. Familyorfriends 9 9			
Month Day Year	h. Other			
57. How was your new baby delivered?	Please tell us:			
•				
 Vaginally Cesarean delivery (c-section)				
58. After your baby was delivered, how long did he or she stay in the hospital?	62. Did you ever breastfeed or pump breast milk to feed your new baby, even for a short period of time?			
Less than 24 hours (less than 1 day)	9 No Go to Question 65			
9 24 to 48 hours (1 to 2 days)9 3 to 5 days	Yes			
§ 6 to 14 days				
More than 14 days	63. Are you currently breastfeeding or feeding			
My baby was not born in a hospital My baby is still in	pumped milk to your new baby?			
My baby is still in Go to Question 61	No			
the hospital				

We are very sorry for your loss.
Go to Question 72



If your baby is still in the hospital, go to
Question 70.

65. In which one position do you most often lay your baby down to sleep now? Check ONE answer

- 9 On his or her side 9 On his or her back 9 On his or her stomach
- 66. In the past 2 weeks, how often has your new baby slept alone in his or her own crib or bed?
 - Always
 - 9 Often Sometimes
 - Rarely
 - 9 Never

9 No

Go to Question 68

9 No

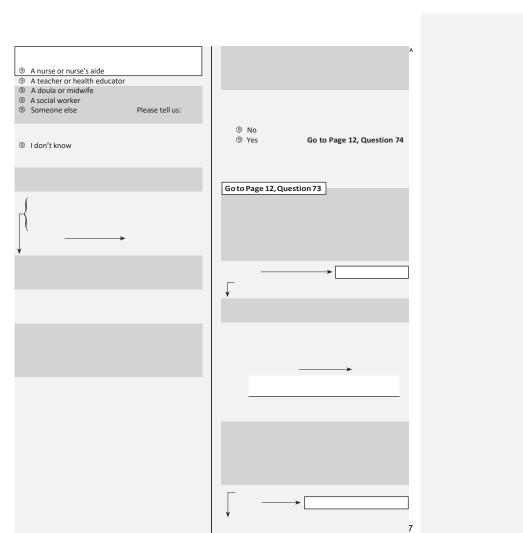
- 67. When your new baby sleeps alone, is his or her crib or bed in the same room where you sleep?
 - 9 Yes
- 68. Listed below are some more things about how babies sleep. How did your new baby
 - usually sleep in the past 2 weeks? For each item, check No if your baby did not usually sleep like this or Yes if he or she did.
- a. In a crib, bassinet, or pack and play $\ensuremath{ 9 }$
- b. On a twin or larger mattress or bed 9 9
- e. In a sleeping sack or wearable blanket..... 9

69. Did a doctor, nurse, or other health care worker tell you any of the following things? For each thing, check No if they did not tell you or Yes if they did.

No Yes a. Place my baby on his or her back to

b. Place my baby to sleep in a crib, bassinet, or pack and play...... 9 9

- c. Place my baby's crib or bed in my room .. 9d. What things should and should not go in bed with my baby....... 99
- 70. Since your new baby was born, has a home visitor come to your home to help you learn how to take care of yourself or your new baby? A home visitor is a nurse, a health care worker, a social worker, or other person who works for a program that helps mothers of newborns.
 - Go to Question 72 9 Yes
- 71. Who was the home visitor that came to your home during your most recent pregnancy?
 - g. With toys, cushions, or pillows,
 - including nursing pillows 9 9
 - h. With crib bumper pads (mesh or



12

© Contraceptive implant in the
 æm (Nexplanon®)

Skyla®)

or Implanon®)

a.	Tell me to take a vitamin with folic acid 9	0
b.	Talk to me about healthy	
	eating, exercise, and losing	
	weight gained	
	during pregnancy	9)
c.	Talk to me about how long to wait	
	before getting pregnant again	9)
d.	Talk to me about birth control	
	methods I can use after giving birth 9)
e.	Give or prescribe me a	
	contraceptive method such as	
	the pill, patch, shot (Depo-	
	Provera®), NuvaRing®,	
	orcondoms (9) (ક)



implant (Nexplanon* or Implanon*) 9 9
g. Ask me if I was smoking cigarettes 9 9
h. Ask me if someone was hurting me

f. Insert an IUD (Mirena®, ParaGard®, Liletta®, or Skyla®) or a contraceptive

- 9 Always9 Often
- 9 Sometimes9 Rarely
- Never

77. Since your new baby was born, how often have you felt down, depressed, or hopeless?

78. Since your new baby was born, how often have you had little interest or little pleasure in doing things you usually enjoyed? Always

9 Often Sometimes

Rarely

9 Never

OTHEREXPERIENCES

The next questions are on a variety of

79. During the 12 months before you got pregnant with your new baby, did you have a miscarriage, fetal death (baby died before

being born), or stillbirth? 9 No

9 Yes

80. At any time during your most recent pregnancy, did you work at a job for pay?

9 No

9 Yes

Go to Question 83

81. Have you returned to the job you had during your most recent pregnancy? Check ONE answer

9 No, and I do not plan

to return

Go to Question 83 9 No, but I will be returning

9 Yes

If your baby is not alive or is not living with you, go to Page 14, Question 87.

83. Listed below are some statements about safety. For each one, check No if it does not apply to you or Yes if it does.

No Yes a. I always used a seatbelt during my most

b. My home has a working smoke alarm 9 9 c. There are loaded guns, rifles, or other

d. I have received information about infant products that should be taken off the

market (product recalls) since my new

If your baby is still in the hospital, go to Page, 14, Question 87.

84. When your new baby rides in a car, truck, or van, how often does he or she ride in an infant car seat?

 Always 9 Often

 Sometimes Rarely

9 Never Go to Page 14, Question 87

85. When your new baby rides in an infant car seat, is he or she usually in the front or back seat of the car, truck, or van? 9 Front seat

Back seat

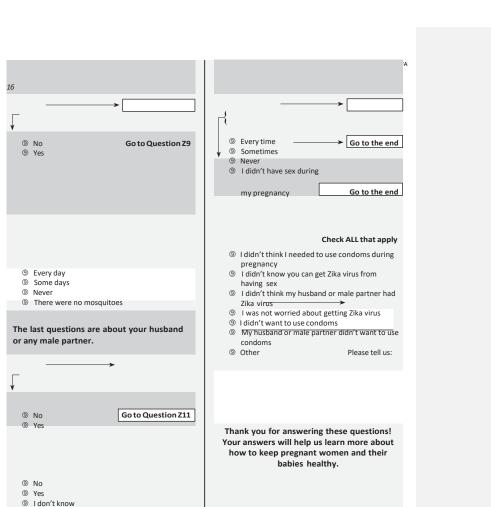
	FA.
© I took paid leave from my job © I took unpaid leave from my job © I did not take any leave	Facing forwardFacing the rear
	(
{	

14				
			estions are abo 12 months befo	out the time re your new bab
a. I have an emergency meet	No Yes ting place for			
family members (other that b. My family and I have pract do in case of a disaster	ticed what to			
c. I have a plan for how my fa would keep in touch if we separated	amily and I were			
d. I have an evacuation plan i	if I need to	9 \$20,001	to \$20,000 to \$24,000	
e. I have an evacuation plan children in case of a disast for day care or school to re	ter (permission elease my child	9 \$28,001 9 \$32,001	to \$28,000 to \$32,000 to \$40,000	
f. I have copies of important like birth certificates and in policies in a safe place out	t documents nsurance	9 \$48,001 9 \$57,001	L to \$48,000 L to \$57,000 . to \$60,000 L to \$73,000	
homeg. I have emergency supplies			to \$85,000	
for my family such as enou water, food, and medicine least three days	to last for at			
 I have emergency supplies my car, at work, or at home meifIhavetoleavequickly 	e to take with		/	
,		P\$f0	pple/	
			20	1
		Month		ear

Month Day

Year Length of

stay (number of days):



Please use this space for any additional comments you would like to make about your experiences around the time of your pregnancy or the health of mothers and babies in Tennessee.

Thanks for answering our questions!

 $Your \, answers \, will \, help \, us \, work \, to \, keep \, mothers \, and \, babies \, in \, Tennessee \, healthy.$

Official CDC Rating Questions used for BRFSS

Section:	Attitude

(rate the interviewers characteristics on a scale from 1 (lowest) to 5 (highest)

(You can leave this question blank if they did not talk to the mother. It's irrelevant data.)

	1 - Low	2	3	4	5 - High
Is courteous and polite	0	0	0	0	0
Sounds confident	0	0	0	0	0
Does not sound bored	0	0	0	0	0
Knows pronunciations	0	0	0	0	0
Speech is clear	0	0	0	0	0
Does not hurry interviewee	0	0	0	0	0
Does not sound sarcastic	0	0	0	0	0
Sounds interested in responses	0	0	0	0	0

Official CDC Rating Questions used for BRFSS

Section: Interviewing Techniques

(rate the interviewers characteristics on a scale from 1 (lowest) to 5 (highest)

(You can leave this question blank if they did not talk to the mother. It's irrelevant data.)

	1 - Low	2	3	4	5 - High	NA
Attempts to make appointments with appropriate respondents	0	0	0	0	0	0
Executes respondent selection process	0	0	0	0	0	0

						06-21-23 FA	
	1 - Low	2	3	4	5 - High	NA	
smoothly							
Reads verbatim	0	0	0	0	0	0	
Has good interviewing pace	0	0	0	0	0	0	
Does NOT allow respondent to ramble	0	0	0	0	0	0	
Interview flows well	0	\circ	0	0	0	0	
Verifies telephone number	0	0	0	0	0	0	
Goes from intro directly into first questions	C	0	C	0	0	0	
Persuades respondent to continue	0	0	0	0	0	0	
Follows skip patterns smoothly	0	0	0	C	\circ	0	
Answers respondents questions	0	0	0	0	0	0	
Smooth closing of the interview	0	0	0	\circ	0	0	
Official CDC Rating Questi	ons used for E	BRFSS					
Section: Probing							
(rate the interviewers characteris	stics on a scale f	rom 1 (lowest)	to 5 (highest)				
(You can leave this question blank if they did not talk to the mother. It's irrelevant data.)							
	1 - Low	2	3		4	5 - High	
Probes for more accurate information	0	0	0		0	0	
Knows when to probe	0	0	0		0	0	

06-21-23 FA

Uses neutral probes







	1 - Low	2	3	4	5 - High
Uses multiple probes	0	0	0	0	0
Encourages respondent when respondent seems reluctant	0	0	0	0	0
Is there anything about this call that should be reported to management or to the TN client?					
 ↓ ↓ 					
Is there anything this into	erviewer did p	particularly <u>we</u>	ell that should	be pointed ou	ıt to Lab
Management?		-			
<u></u>					
<u> </u>					
Is there anything this into	erviewer did p	particularly <u>po</u>	orly that shou	ld be pointed	out to Lab
Management?					

Attachment 5

Example Behavioral Risk Factor Surveillance System 2018 Questionnaire

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Form Approved OMB No. 0920-1061 Exp. Date 3/31/2018

Public reporting burden of this collection of information is estimated to average 27 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to CDC/ATSDR Reports Clearance Officer; 1600 Clifton Road NE, MS D-74, Atlanta, Georgia 30333; ATTN: PRA (0920-1061).

NOTE: Interviewers do not need to read any part of the burden estimate nor provide the OMB number unless asked by the respondent for specific information. If a respondent asks for the length of time of the interview provide the most accurate information based on the version of the questionnaire that will be administered to that respondent. If the interviewer is not sure, provide the average time as indicated in the burden statement. If data collectors have questions concerning the BRFSS OMB process, please contact Carol Pierannunzi at ivk7@cdc.gov.

LL.1 Is this (phone number) ?

1. Yes

2. No

[CATI /INTERVIEWER NOTE: IF NO: Thank you very much, but I seem to have dialed the wrong number. It's possible that your number may be called at a later time. CATI NOTE: STOP OR REDIAL]

PVTRES

LL.2 Is this a private residence?

READ ONLY IF NECESSARY: BY PRIVATE RESIDENCE, WE MEAN SOMEPLACE LIKE A HOUSE OR APARTMENT.

INTERVIEWER NOTE: PRIVATE RESIDENCE INCLUDES ANY HOME WHERE THE RESPONDENT SPENDS AT LEAST 30 DAYS INCLUDING VACATION HOMES, RVS

OR OTHER LOCATIONS IN WHICH THE RESPONDENT LIVES FOR PORTIONS OF THE YEAR.

1. Yes [GO TO STATE OF RESIDENCE]

2. No [GO TO COLLEGE HOUSING]

3. No , Business phone only

[CATI/INTERVIEWER NOTE: IF NO, BUSINESS PHONE ONLY: THANK YOU VERY MUCH BUT WE ARE ONLY INTERVIEWING PERSONS ON RESIDENTIAL PHONES LINES AT THIS TIME.STOP]

College Housing

LL.3 Do you live in college housing?

Read only if necessary: By college housing we mean dormitory, graduate student or visiting faculty housing, or other housing arrangement provided by a college or university.

- 1. Yes [GO TO STATE OF RESIDENCE]
- 2. No

[CATI/INTERVIEWER NOTE: IF NO: THANK YOU VERY MUCH, BUT WE ARE ONLY INTERVIEWING PERSONS WHO LIVE IN A PRIVATE RESIDENCE OR COLLEGE HOUSING AT THIS TIME. STOP]

State of Residence

LL4. Do you currently live in (state)?

- 1. Yes [GO TO CELLULAR]
- 2. No [CATI/INTERVIEWER NOTE: IF NO: THANK YOU VERY MUCH, BUT WE ARE ONLY INTERVIEWING PERSONS WHO LIVE IN [] STATE AT THIS TIME. STOP]

Cellular Phone

LL.5 Is this a cell telephone?

INTERVIEWER NOTE: TELEPHONE SERVICE OVER THE INTERNET COUNTS AS LANDLINE SERVICE (INCLUDES VONAGE, MAGIC JACK AND OTHER HOME-BASED PHONE SERVICES).

READ ONLY IF NECESSARY: BY CELL (OR CELLULAR) TELEPHONE WE MEAN A TELEPHONE THAT IS MOBILE AND USABLE OUTSIDE OF YOUR NEIGHBORHOOD.

- 1 Yes
- 2 No

[CATI/INTERVIEWER NOTE: IF YES: THANK YOU VERY MUCH, BUT WE ARE ONLY INTERVIEWING BY LAND LINE TELEPHONES FOR PRIVATE RESIDENCES OR COLLEGE HOUSING. STOP]

[CATI NOTE: IF COLLEGE HOUSING = YES, CONTINUE; OTHERWISE GO TO ADULT RANDOM SELECTION]

Adult

LL.6 Are you 18 years of age or older?

Yes, respondent is male Yes, respondent is female [GO TO NEXT SECTION]

Yes, respondent is female [GO TO NEXT SECTION]

3 No

[CATI/INTERVIEWER NOTE: IF NO: THANK YOU VERY MUCH, BUT WE ARE ONLY INTERVIEWING PERSONS AGED 18 OR OLDER AT THIS TIME. STOP]

Adult Random Selection

I need to randomly select one adult who lives in your household to be interviewed. Excluding adults living away from home, such as students away at college, how many members of your household, including yourself, are 18 years of age or older?

LL.7___Number of adults If 1: Are you the adult?

If yes,:

Then you are the person I need to speak with. Enter 1 man or 1 woman below (Ask gender if necessary).

INTERVIEWER NOTE: GENDER WILL BE ASKED AGAIN IN DEMOGRAPHICS SECTION.

[GO TO THE CORRECT RESPONDENT]

[CATI/INTERVIEWER NOTE: IF NO,: IS THE ADULT A MAN OR A WOMAN? ENTER 1 MAN OR 1 WOMAN BELOW. MAY I SPEAK WITH [FILL IN (HIM/HER) FROM PREVIOUS QUESTION]?]

[GO TO CORRECT RESPONDENT BEFORE SECTION 1]

LL.8 How many of these adults are men?

Number of men	
	U ~
So the number of wom	en in the household is
Number of women	(

Is that correct?

INTERVIEWER NOTE: CONFIRM NUMBER OF ADULT WOMEN OR CLARIFY THE TOTAL NUMBER OF ADULTS IN THE HOUSEHOLD.

The person in your household that I need to speak with is_____

If you, [GO TO CORRECT RESPONDENT BEFORE SECTION 1]

Form
Approved OMB No.
0920-1061
Exp. Date 3/31/2018

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NOTE: Interviewers do not need to read any part of the burden estimate nor provide the OMB number unless asked by the respondent for specific information. If a respondent asks for the length of time of the interview provide the most accurate information based on the version of the questionnaire that will be administered to that respondent. If the interviewer is not sure, provide the average time as indicated in the burden statement. If data collectors have questions concerning the BRFSS OMB process, please contact Carol Pierannunzi at ivk7@cdc.gov.

HELLO, I am calling for the **(health_department)**. My name is **(name)**. We are gathering information about the health of **(state)** residents. This project is conducted by the health department with assistance from the Centers for Disease Control and Prevention. Your telephone number has been chosen randomly, and I would like to ask some questions about health and health practices.

CP.1 Is this a safe time to talk with you?

1. Yes [GOTO PHONE]

2. No

[CATI/INTERVIEWER NOTE: IF NO: THANK YOU VERY MUCH. WE WILL CALL YOU BACK AT A MORE CONVENIENT TIME. ([SET APPOINTMENT IF POSSIBLE]) STOP]

Phone

CP.2 Is this (phone number) ?

- 1. Yes [GO TO CELLULAR PHONE]
- 2. No INTERVIEWER NOTE: CONFIRM TELEPHONE NUMBER [CATI/INTERVIEWER NOTE: IF NO: THANK YOU VERY MUCH, BUT I SEEM TO HAVE DIALED THE WRONG NUMBER. IT'S POSSIBLE THAT YOUR NUMBER MAY BE CALLED AT A LATER TIME. STOP]

Cellular Phone

2. No

CP.3 Is this a cell telephone?

Read only if necessary: By cell telephone, we mean a telephone that is mobile and usable outside of your neighborhood.

1. Yes [GO TO ADULT]

[CATI/INTERVIEWER NOTE: IF NO: THANK YOU VERY MUCH, BUT WE ARE ONLY INTERVIEWING CELL TELEPHONES AT THIS TIME. STOP]

Adult

CP.4 Are you 18 years of age or older?

1. Yes, respondent is male [GO TO PRIVATE RESIDENCE]

2. Yes, respondent is female [GO TO PRIVATE RESIDENCE]

3 No

[CATI/INTERVIEWER NOTE: IF NO, THANK YOU VERY MUCH, BUT WE ARE ONLY INTERVIEWING PERSONS AGED 18 OR OLDER AT THIS TIME. STOP]

INTERVIEWER NOTE: GENDER WILL BE ASKED AGAIN IN DEMOGRAPHICS SECTION.

Private Residence

CP.5 Do you live in a private residence?

Read only if necessary: By private residence, we mean someplace like a house or apartment.

INTERVIEWER NOTE: PRIVATE RESIDENCE INCLUDES ANY HOME WHERE THE RESPONDENT SPENDS AT LEAST 30 DAYS INCLUDING VACATION HOMES, RVS

OR OTHER LOCATIONS IN WHICH THE RESPONDENT LIVES FOR PORTIONS OF THE YEAR.

- 1. Yes [GO TO STATE OF RESIDENCE]
- 2. No GOLLEGE

HOUSING] College Housing

CP.6 Do you live in college housing?

Read only if necessary: By college housing we mean dormitory, graduate student or visiting faculty housing, or other housing arrangement provided by a college or university.

- 1. Yes
- [GO TO STATE OF RESIDENCE]

[CATI/INTERVIEWER NOTE: IF NO: THANK YOU VERY MUCH, BUT WE ARE ONLY INTERVIEWING PERSONS WHO LIVE IN A PRIVATE RESIDENCE OR COLLEGE HOUSING AT THIS TIME. STOP]

State of Residence

CP.7 Do you currently live in (state)

- 1. Yes [GO TO LANDLINE]
- 2. No [GO TO STATE]

State

CP.8 In what state do you currently live?

____ENTER FIPS STATE

Landline

CP. 9 Do you also have a landline telephone in your home that is used to make and receive calls?

Read only if necessary: By landline telephone, we mean a regular telephone in your home that is used for making or receiving calls. Please include landline phones used for both business and personal use.

INTERVIEWER NOTE: TELEPHONE SERVICE OVER THE INTERNET COUNTS AS LANDLINE SERVICE (INCLUDES VONAGE, MAGIC JACK AND OTHER HOME-BASED PHONE SERVICES.).

- 1. Yes
- 2. No

[CATI/INTERVIEWER NOTE: IF COLLEGE HOUSING = YES, DO NOT ASK NUMBER OF ADULTS QUESTIONS, GO TO CORE.]

NUMADULT

 $\ensuremath{\mathsf{CP.10}}$ How many members of your household, including yourself, are 18 years of age or older?

Number of adults

99 Refused

[CATI/INTERVIEWER NOTE: IF COLLEGE HOUSING = YES THEN NUMBER OF ADULTS IS AUTOMATICALLY SET TO 1.]

NOTE: Items in parentheses at any place in the questions or response DO NOT need to be read.

Core Sections

I will not ask for your last name, address, or other personal information that can identify you. You do not have to answer any question you do not want to, and you can end the interview at any time. Any information you give me will not be connected to any personal information. If you have any questions about the survey, please call (give appropriate state telephone number)

20/0

Section 1: Health Status

1.1 Would you say that in general your health is—

Please read:

- Excellent
- 1 2 3 Very good
- Good
- Fair

 $\mathbf{0r}$

5 Poor

Do not read:

- Don't know / Not sure 7
- 9 Refused

Section 2: Healthy Days — Health-Related Quality of Life

2.1 Now thinking about your physical health, which includes physical illness and injury, for how many days during the past 30 days was your physical health not good?

Number of days

88

77 Don't know / Not sure

	ised
99 1	

- 2.2 Now thinking about your mental health, which includes stress, depression, and problems with emotions, for how many days during the past 30 days was your mental health not good?
 - _ _ Number of days
 - 88 None [If Q2.1 and Q2.2 = 88 (None), go to next section]
 - 77 Don't know / Not sure
 - 99 Refused
 - **2.3** During the past 30 days, for about how many days did poor physical or mental health keep you from doing your usual activities, such as self-care, work, or recreation?
 - _ _ Number of days
 - 88 None
 - 77 Don't know / Not sure
 - 99 Refused

Section 3: Health Care Access

- **3.1**Do you have any kind of health care coverage, including health insurance, prepaid plans such as HMOs, government plans such as Medicare, or Indian Health Service?
 - 1 Yes [If using Health Care Access (HCA) Module go to Module 3, Q1, else continue]
 - 2 N
 - 7 Don't know / Not sure
 - 9 Refused
- 3.2 Do you have one person you think of as your personal doctor or health care provider?

If No, ask: Is there more than one, or is there no person who you think of as your personal doctor or health care provider?

- Yes, only one
- 2 More than one
- 3 Nο
- Don't know / Not sure
- 9 Refused
- 3.3 Was there a time in the past 12 months when you needed to see a doctor but could not because of cost?

 - 2 7 Don't know / Not sure
 - 9 Refused

CATI NOTE: If using HCA Module, go to Module 3, Q3, else continue.

3.4 About how long has it been since you last visited a doctor for a routine checkup?

INTERVIEWER NOTE: A ROUTINE CHECKUP IS A GENERAL PHYSICAL EXAM, NOT AN EXAM FOR A SPECIFIC INJURY, ILLNESS, OR CONDITION.

READ IF NECESSARY:

- Within the past year (anytime less than 12 months ago)
- 2 Within the past 2 years (1 year but less than 2 years ago)
- 3 Within the past 5 years (2 years but less than 5 years ago)
- 4 5 or more years ago
- 7 Don't know / Not sure
- 8 Never
- 9 Refused

CATI NOTE: If using HCA Module and Q3.1 = 1 go to Module 3 Question 4 or if using HCA Module and Q3.1 = 2, 7, or 9 go to Module 3, Question 4a, or if not using HCA Module go to next section.

Section 4: Exercise

- 4.1 During the past month, other than your regular job, did you participate in any physical activities or exercises such as running, calisthenics, golf, gardening, or walking for exercise?

 INTERVIEWER INSTRUCTION: IF RESPONDENT DOES NOT HAVE A REGULAR JOB OR IS RETIRED, THEY MAY COUNT ANY PHYSICAL ACTIVITY OR EXERCISE THEY DO
 - 1 Yes
 - 2 No
 - 7 Don't know / Not sure
 - 9 Refused

Section 5: Inadequate Sleep

5.1 On average, how many hours of sleep do you get in a 24-hour period?

INTERVIEWER NOTE: Enter hours of sleep in whole numbers, rounding 30 minutes (1/2 hour) or more up to the next whole hour and dropping 29 or fewer minutes.

- Number of hours [01-24]
- 7 7 Don't know / Not sure
- 9 9 Refused

Section 6: Chronic Health Conditions

Has a doctor, nurse, or other health professional ever told you that you had any of the following? For each, tell me Yes, No, Or You're Not Sure.

6. 1	1 2	Yes No		called a myocardia	al infarction?
	7	Don't know / Not s	ure		
	9	Refused			
	6. 1 2 7 9	2 (Ever to Yes No Don't know / Not s Refused	, -	ad angina or coron	ary heart disease?
			6.3	(Ever told)	you had a stroke?
	1	Yes			
	2	No			
	7	Don't know / Not s	ure		
	9	Refused)/	
			6.4	(Ever told)) you had asthma?
	1 2 7 9	Yes No Don't know / Not Refused	sure	[Go to Q6.6] [Go to Q6.6] [Go to Q6.6]	
			6.5	Do you	still have asthma?
	1 2 7	Yes No Don't know / Not s	ure		
	9	Refused			

6.6

(Ever told) you had skin cancer?

1 Yes 2 No 7 Don't know / Not sure 9 Refused 6.7 (Ever told) you had any other types of cancer? 1 Yes 2 No 7 Don't know / Not sure 9 Refused 6.8 (Ever told) you have chronic obstructive pulmonary disease, C.O.P.D., emphysema or chronic bronchitis? Yes 2 7 Νo Don't know / Not sure 9 Refused 6.9 (Ever told) you have some form of arthritis, rheumatoid arthritis, gout, lupus, or fibromyalgia? 1 Yes 2 No 7 Don't know / Not sure

INTERVIEWER NOTE: Arthritis diagnoses include:

- rheumatism, polymyalgia rheumatica
- osteoarthritis (not osteoporosis)
- · tendonitis, bursitis, bunion, tennis elbow
- carpal tunnel syndrome, tarsal tunnel syndrome
- joint infection, Reiter's syndrome
- ankylosing spondylitis; spondylosis
- rotator cuff syndrome

Refused

9

- connective tissue disease, scleroderma, polymyositis, Raynaud's syndrome
- vasculitis (giant cell arteritis, Henoch-Schonlein purpura, Wegener's granulomatosis, polyarteritis nodosa)

- **6.10** (Ever told) you have a depressive disorder (including depression, major depression, dysthymia, or minor depression)?
 - 1 Yes
 - 2 No
 - 7 Don't know / Not sure
 - 9 Refused
- **6.11** Not including kidney stones, bladder infection or incontinence, were you ever told you have kidney disease?

INTERVIEWER NOTE: Incontinence is not being able to control usine flow.

- 1 Yes
- 2 No
- 7 Don't know / Not sure
- 9 Refused

6.12

(Ever told) you have diabetes?

INTERVIEWER NOTE: IF YES AND RESPONDENT IS FEMALE, ASK: WAS THIS ONLY WHEN YOU WERE PREGNANT? IF RESPONDENT SAYS PREDIABETES OR BORDERLINE DIABETES, USE RESPONSE CODE 4.

- 1 Yes
- Yes, but female told only during pregnancy
- 3 No
- 4 No, pre-diabetes or borderline diabetes
- 7 Don't know / Not sure
- 9 Refused

CATI NOTE: If Q6.12 = 1 (Yes), go to next question. If any other response to Q6.12, go to Pre-Diabetes Optional Module (if used). Otherwise, go to next section.

6.13 How old were you when you were told you have diabetes?

Code age in years [97 = 97 and older]

98 Don't know / Not sure

99 Refused

CATI NOTE: Go to Diabetes Optional Module (if used). Otherwise, go to next section.

Section 7: Oral Health

7.1 Including all types of dentists, such as orthodontists, oral surgeons, and all other dental specialists as well as dental hygienists, how long has it been since you last visited a dentist or a dental clinic for any reason?

Read only if necessary:

- Within the past year (anytime less than 12 months ago)
- 2 Within the past 2 years (1 year but less than 2 years ago)
- 3 Within the past 5 years (2 years but less than 5 years ago)
- 4 5 or more years ago

Do not read:

- Don't know / Not sure
- 8 Never
- 9 Refused
- **7.2** Not including teeth lost for injury or orthodontics, how many of your permanent teeth have been removed because of tooth decay or gum disease?

INTERVIEWER NOTE: If wisdom teeth are removed because of tooth decay or gum disease, they should be included in the count for lost teeth.

READ IF NECESSARY:

- 1 to 5
- 2 6 or more but not all
- 3 ΑII
- - Non
- e DO NOT READ
 - 7 Don't know / Not sure
 - Refused

8.1 (What was your sex at birth? Was it...) (What is your sex?)

CATI NOTE: STATES MAY ADOPT ONE OF THE TWO FORMATS OF THE QUESTION. IF FIRST FORMAT IS USED, READ OPTIONS.

- 1 Male
- 2 Female
- 9 Refused

8.2 What is your age?

- Code age in years
- 07 Don't know / Not sure
- 09 Refused

8.3 Are you Hispanic, Latino/a, or Spanish origin?

If yes, ask: Are you...

INTERVIEWER NOTE: One or more categories may be selected.

- 1 Mexican, Mexican American, Chicano/a
- 2 Puerto Rican
- 3 Cuban
- 4 Another Hispanic, Latino/a, or Spanish origin

Do not read:

- 5 No
- 7 Don't know / Not sure
- 9 Refused
 - **8.4** Which one or more of the following would you say is your race?

INTERVIEWER NOTE: IF 40 (Asian) or 50 (Pacific Islander) is selected read and code subcategories underneath major heading.

Please read:

- 10 White
- 20 Black or African American
- 30 American Indian or Alaska Native
- 40 Asian
 - 41 Asian Indian
 - 42 Chinese
 - 43 Filipino
 - 44 Japanese
 - 45 Korean
 - 46 Vietnamese
 - 47 Other Asian

50 Pacific Islander

- 51 Native Hawaiian
- 52 Guamanian or Chamorro
- 53 Samoan
- 54 Other Pacific Islander

Do not read:

- 60 Other
- 88 No additional choices
- 77 Don't know / Not sure
- 99 Refused

CATI NOTE: If more than one response to Q8.4; continue. Otherwise, go to Q8.6.

8.5 Which one of these groups would you say best represents your race?

06-21-23 FA

AND REFUSES TO SELECT A SINGLE RACE, CODE "REFUSED."

INTERVIEWER NOTE: If 40 (Asian) or 50 (Pacific Islander) is selected read and code subcategory underneath major heading.

- 10 White
- 20 Black or African American
- 30 American Indian or Alaska Native

40 Asian

- 41 Asian Indian
- 42 Chinese
- 43 Filipino
- 44 Japanese
- 45 Korean
- 46 Vietnamese
- 47 Other Asian

50 Pacific Islander

- 51 Native Hawaiian
- 52 Guamanian or Chamorro
- 53 Samoan
- 54 Other Pacific Islander

Do not read:

- 60 Other
- 77 Don't know / Not sure
- 99 Refused

8.6 Are you...?

Please read:

1 Married 2 Divorced 3 Widowed 4 Separated 5 Never married

 $\mathbf{0r}$

6 A member of an unmarried couple

Do not read:

- Refused
 - 8.7 What is the highest grade or year of school you completed?

Read only if necessary:

- Never attended school or only attended kindergarten
- 2 Grades 1 through 8 (Elementary)
- 3 Grades 9 through 11 (Some high school)
- Grade 12 or GED (High school graduate)
- College 1 year to 3 years (Some college or technical school)
- College 4 years or more (College graduate)

Do not read:

NOTE: Items in parentheses at any place in the questions or response DO NOT need to be read.

9 Refused

Do you own or rent your home?

- Own
- 2 Rent
- 3 7 Other arrangement
- Don't know / Not sure
- Refused

INTERVIEWER NOTE: Other arrangement may include group home, staying with friends or family without paying rent.

> NOTE: Home is defined as the place where you live most of the time/the majority of the year.

INTERVIEWER NOTE: We ask this question in order to compare health indicators among people with different housing situations.

> In what county do you currently live? 8.9

ANSI County Code (formerly FIPS county code)

	7 7 7	Don't know / Not sur	re
	9 9 9	Refused	
		8.10	What is the ZIP Code where you currently live?
		_ ZIP Code	
	77777	Don't know / No	t sure
	99999	Refused	
CATI NOTE: If cellular te	lephon	e interview skip to	8.14 (QSTVER GE 20)
	secur 1 Y 2 N 7 D	rity systems, do you ha	umbers used for computers, fax machines or ve more than one telephone number in your household? Go to Q8.13] [Go to Q8.13] Go to Q8.13] these telephone numbers are residential numbers?
			numbers [6 = 6 or more]
		Oon't know / Not sure	
	9 R	Refused	
		8.13 Ho	w many cell phones do you have for personal use?
INTERVIEW PERSONAL USE.	ER NOT	E: INCLUDE CELL P	PHONES USED FOR BOTH BUSINESS AND
	E	Inter number (1-5)	
	6 S	six or more	
	8 N	Don't know / Not sure Ione Refused	

8.14 Have you ever served on active duty in the United States Armed Forces, either in the regular military or in a National Guard or military reserve unit?

INTERVIEWER NOTE: Active duty does not include training for the Reserves or National Guard, but DOES include activation, for example, for the Persian Gulf War.

- Yes
- 2 No

Do not read:

- 7 Don't know / Not sure
- 9 Refused

8.15 Are you currently...?

INTERVIEWER NOTE: IF MORE THAN ONE, SAY "SELECT THE CATEGORY WHICH BEST DESCRIBES YOU"

Please read:

- Employed for wages
- 2 3 Self-employed
- Out of work for 1 year or more
- 4 5 Out of work for less than 1 year
- A Homemaker
- A Student
- 6 7 Retired

0r

8 Unable to work

Do not read:

- 9 Refused
- 8.16 How many children less than 18 years of age live in your household?
 - Number of children
- 8 8 None
- 9 9 Refused

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8.17 Is your annual household income from all sources—

If respondent refuses at ANY income level, code '99' (Refused)

Read only if necessary:

- 0 4 Less than \$25,000 **If no, ask 05; if yes, ask 03** (\$20,000 to less than \$25,000)
- 0.3 Less than \$20,000 $\,$ If no, code 04; if yes, ask 02 (\$15,000 to less than \$20,000)
- 0 2 Less than \$15,000 If no, code 03; if yes, ask 01 (\$10,000 to less than \$15,000)
 - 0 1 Less than \$10,000 If no, code 02
- 0 5 Less than \$35,000 **If no, ask 06** (\$25,000 to less than \$35,000)
- 0 6 Less than \$50,000 **If no, ask 07** (\$35,000 to less than \$50,000)
 - 0 7 Less than \$75,000 **If no, code 08** (\$50,000 to less than \$75,000)
 - 0 8 \$75,000 or more

Do not read:

- 7 7 Don't know / Not sure
- 9 9 Refused

8.18 About how much do you weigh without shoes?

NOTE: If respondent answers in metrics, put 9 in column XXX.

Round fractions up

_ _ _ Weight

(pounds/kilograms) 7 7 7 7 Don't k

Don't know / Not sure

9 9 9 9 Refused

> 8.19 About how tall are you without shoes?

NOTE: If respondent answers in metrics, put 9 in column XXX.

Round fractions down

Height (f t / inches/meters/centimeters) 77/77 Don't know / Not sure 99/99 Refused

If male, go to 8.21, if female respondent is 45 years old or older, go to Q8.21

8.20 To your knowledge, are you now pregnant?

- 2 7
- Don't know / Not sure
- Refused

Some people who are deaf or have serious difficulty hearing use assistive devices to communicate by phone.

> 8.21 Are you deaf or do you have serious difficulty hearing?

- 1 Yes
- 7 Don't know / Not Sure
- Refused
- 8.22 Are you blind or do you have serious difficulty seeing, even when wearing glasses?

1 Yes

	2 7	No Don't know / Not Sure
	9	Refused
8.23	Becau seriou	use of a physical, mental, or emotional condition, do you have us difficulty concentrating, remembering, or making decisions?
	1 2 7	Yes No Don't know / Not sure
	9	Refused
		8.24 Do you have serious difficulty walking or climbing stairs?
	1 2 7	Yes No Don't know / Not sure
	9	Refused
		8.25 Do you have difficulty dressing or bathing?
	1 2 7 9	Yes No Don't know / Not sure Refused
8.26 Becau difficu shopp		se of a physical, mental, or emotional condition, do you have ty doing errands alone such as visiting a doctor's office or ing?
	1 2 7	Yes No Don't know / Not sure
	9	Refused
Section 9: Tol	oacco U	se

9.1

Have you smoked at least 100 cigarettes in your entire life?

INTERVIEWER NOTE: FOR CIGARETTES, DO NOT INCLUDE: ELECTRONIC CIGARETTES (E-CIGARETTES, NJOY, BLUETIP), HERBAL CIGARETTES, CIGARS, CIGARILLOS, LITTLE CIGARS, PIPES, BIDIS, KRETEKS, WATER PIPES (HOOKAHS) OR MARIJUANA.

NOTE: 5 packs = 100 cigarettes

1 Yes

No [Go to Q9.5]
 Don't know / Not sure [Go to Q9.5]
 Refused [Go to Q9.5]

- 9.2 Do you now smoke cigarettes every day, some days, or not at all? DO NOT READ
 - 1 Every day
 - 2 Some days
 - 3 Not at all [Go to Q9.4] 7 Don't know / Not sure [Go to Q9.5] 9 Refused [Go to Q9.5]
 - **9.3** During the past 12 months, have you stopped smoking for one day or longer because you were trying to quit smoking?

1 Yes [Go to Q9.5]
2 No [Go to Q9.5]
7 Don't know / Not sure [Go to Q9.5]
9 Refused [Go to Q9.5]

9.4 How long has it been since you last smoked a cigarette, even one or two puffs?

READ IF NECESSARY:

- 0 1 Within the past month (less than 1 month ago)
- 0 2 Within the past 3 months (1 month but less than 3 months ago)
- 0 3 Within the past 6 months (3 months but less than 6 months ago) 0 4 Within the past year (6 months but less than 1 year ago)
- 0 5 Within the past 5 years (1 year but less than 5 years ago)
- 0 6 Within the past 10 years (5 years but less than 10 years ago)
- 0 7 10 years or more
- 0 8 Never smoked regularly
- 7 7 Don't know / Not sure
- 9 9 Refused

9.5 Do you currently use chewing tobacco, snuff, or snus every day, some days, or not at all?

Snus (rhymes with 'goose')

INTERVIEWER NOTE: Snus (Swedish for snuff) is a moist smokeless tobacco, usually sold in small pouches that are placed under the lip against the gum.

DO NOT READ

- 1 Every day
- 2 Some days
- 3 Not at all

Do not read:

- 7 Don't know / Not sure
- 9 Refused

Section 10: Alcohol Consumption

- During the past 30 days, how many days per week or per month did you have at least one drink of any alcoholic beverage such as beer, wine, a malt beverage or liquor?
 - 1 Days per week
 - 2 __ Days in past 30 days
 - 888 No drinks in past 30 days [Go to next section]
 - 777 Don't know / Not sure [Go to next section]
 - 999 Refused [Go to next section]
- One drink is equivalent to a 12-ounce beer, a 5-ounce glass of wine, or a drink with one shot of liquor. During the past 30 days, on the days when you drank, about how many drinks did you drink on the average?

INTERVIEWER NOTE: A 40 ounce beer would count as 3 drinks, or a cocktail drink with 2 shots would count as 2 drinks.

- _ Number of drinks
- 77 Don't know / Not sure
- 99 Refused

10.3	Considering all types of alcoholic beverages, how many times during the past 30 days did you have X [CATI X = 5 for men, X = 4 for women] or more drinks on an occasion?				
		Number of times			
	88	None			
	77	Don't know / Not sure			
	99	Refused			
10.4	During the past 30 days, what is the largest number of drinks you had on any occasion? Number of drinks				
	77	Don't know / Not sure			
	99	Refused			
Section 11: I	mmuni	zation			

11.1 During the past 12 months, have you had either a flu shot or a flu vaccine that was sprayed in your nose?

Read if necessary: A new flu shot came out in 2011 that injects vaccine into the skin with a very small needle. It is called Fluzone Intradermal vaccine. This is also considered a flu shot.

- 1 Yes
 2 No [Go to Q11.4]
 7 Don't know / Not sure [Go to Q11.4]
 9 Refused [Go to Q11.4]
- During what month and year did you receive your most recent flu shot injected into your arm or flu vaccine that was sprayed in your nose?

 __/___ Month / Year

 77 / 7777 Don't know / Not sure
 99 / 9999 Refused
- 11.3 At what kind of place did you get your last flu shot or vaccine?

Read only if necessary:

- 1 A doctor's office or health maintenance organization (HMO)
 2 A health department
- 3 Another type of clinic or health center (a community health center)

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5 A store (supermarket, drug store)
6 A hospital (inpatient)
7 An emergency room
8 Workplace

9 Some other kind of place

11 A school Do not read:

10 Received vaccination in Canada/Mexico

77 Don't know / Not sure (*Probe:* How would you describe the place where you went to get your most recent flu vaccine?)

99 Refused

11.4 Have you ever had a pneumonia shot also known as a pneumococcal vaccine?

INTERVIEWER NOTE: IF RESPONDENT IS CONFUSED READ: THERE ARE TWO TYPES OF PNEUMONIA SHOTS: POLYSACCHARIDE, ALSO KNOWN AS PNEUMOVAX, AND CONJUGATE, ALSO KNOWN AS PREVNAR.

Yes

2 No

7 Don't know / Not sure

9 Refused

Section 12: Falls

If respondent is 45 years or older continue, otherwise go to next section.

12.1 In the past 12 months, how many times have you fallen?

___ Number of times [76 = 76 or more]
8 None [Go to next section]

7 7 Don't know / Not sure [Go to next section]

9 9 Refused [Go to next section]

INTERVIEWER NOTE: By a fall, we mean when a person unintentionally comes to rest on the ground or another lower level.

12.2 [Fill in Did this fall (from Q12.1) cause an injury?]. If only one fall from Q12.1 and response is Yes (caused an injury); code 01. If response is No, code 88.

How many of these falls caused an injury that limited your regular activities for at least a day?

INTERVIEWER NOTE: By an injury, we mean the fall caused you to limit your regular activities for at least a day or to go see a doctor.

Number of falls [7

[76 = 76 or more]

- 88 None
- 7 7 Don't know / Not sure
- 9 9 Refused

Section 13: Seat Belt Use and Drinking and Driving

13.1 How often do you use seat belts when you drive or ride in a car? Would you say—

Please read:

- 1 Always
- 2 Nearly always
- 3 Sometimes
- 4 Seldom
- 5 Never

Do not read:

- 7 Don't know / Not sure
- 8 Never drive or ride in a car
- 9 Refused

CATI note: If Q13.1 = 8 (Never drive or ride in a car), go to next section; otherwise continue.

CATI note: If Q10.1 = 888 (No drinks in the past 30 days); go to next section.

- During the past 30 days, how many times have you driven when you've had perhaps too much to drink?
 - _ _ Number of times
 - 88 None
 - 77 Don't know / Not sure
 - 99 Refused

CATI NOTE: If male go to the next section.

The next questions are about breast and cervical cancer.

14.1 Have you ever had a mammogram?

INTERVIEWER NOTE: A mammogram is an x-ray of each breast to look for breast cancer.

- 1 Yes 2 No [Go to Q14.3] 7 [Go to Q14.3] Don't know / Not sure [Go to Q14.3] Refused
- **14.2** How long has it been since you had your last mammogram? READ

IF NECESSARY:

- 1 Within the past year (anytime less than 12 months ago)
- 2
- Within the past 2 years (1 year but less than 2 years ago) Within the past 3 years (2 years but less than 3 years ago) 3
- 4 Within the past 5 years (3 years but less than 5 years ago)
- 5 5 or more years ago
- Don't know / Not sure
- 9 Refused
- **14.3** Have you ever had a Pap test?

INTERVIEWER NOTE: A Pap test is a test for cancer of the cervix.

- 1 Yes 2 No [Go to Q14.5] 7 Don't know / Not sure [Go to Q14.5] 9 Refused [Go to Q14.5]
- 14.4 How long has it been since you had your last Pap test? READ

IF NECESSARY:

- Within the past year (anytime less than 12 months ago)
- 2 Within the past 2 years (1 year but less than 2 years ago)
- 3 Within the past 3 years (2 years but less than 3 years ago)
- Within the past 5 years (3 years but less than 5 years ago)

- 5 or more years ago
- Don't know / Not sure
- 14.5 An H.P.V. test is sometimes given with the Pap test for cervical cancer screening. Have you ever had an H.P.V. test?

INTERVIEWER NOTE: HUMAN PAPILLOMAVIRUS (PAP-UH-LOH-MUH VIRUS)

- Yes
- 2 7 No [Go to Q14.7] [Go to Q14.7] Don't know/Not sure
- 9 [Go to Q14.7] Refused
- 14.6 How long has it been since you had your last H.P.V. test? READ

IF NECESSARY:

- Within the past year (anytime less than 12 months ago)
- Within the past 2 years (1 year but less than 2 years ago) 2
- 3 4 Within the past 3 years (2 years but less than 3 years ago)
- Within the past 5 years (3 years but less than 5 years ago)
- 5 or more years ago 5
- Don't know / Not sure
- Refused

CATI NOTE: If response to Core Q8.20 = 1 (is pregnant); then go to next section.

14.7 Have you had a hysterectomy?

INTERVIEWER NOTE: A HYSTERECTOMY IS AN OPERATION TO REMOVE THE UTERUS (WOMB).

- 1 Yes
- 2 No
- 7 Don't know / Not sure
- 9 Refused

Section 15: Prostate Cancer Screening

CATI note: If respondent is \leq 39 years of age, or is female, go to next section.

15.1 Has a doctor, nurse, or other health professional ever talked with you about the advantages of the Prostate-Specific Antigen or P.S.A. test?

INTERVIEWER NOTE: A PROSTATE-SPECIFIC ANTIGEN TEST, ALSO CALLED A

P.S.A. A BLOOD TEST USED TO CHECK MEN FOR PROSTATE CANCER.

- 1 Yes
- 2 No
- 7 Don't Know / Not sure
- 9 Refused
- 15.2 Has a doctor, nurse, or other health professional ever talked with you about the disadvantages of the P.S.A. test?
 - 1
 - 2
 - Don't Know / Not sure 7
 - 9 Refused
 - 15.3 Has a doctor, nurse, or other health professional ever recommended that you have a P.S.A. test?
 - Yes 1
 - 2 No
 - 7 Don't Know / Not sure
 - 9 Refused
 - 15.4. Have you ever had a P.S.A. test?
 - Yes 1
 - 2 No [Go to next section] [Go to next section]
 - 7 Don't Know / Not sure
 - Refused [Go to next section]
 - 15.5. How long has it been since you had your last P.S.A. test?

Read only if necessary:

- 1 Within the past year (anytime less than 12 months ago)
- 2 Within the past 2 years (1 year but less than 2 years)

- 3 Within the past 3 years (2 years but less than 3 years)
- 4 Within the past 5 years (3 years but less than 5 years)
- 5 5 or more years ago

Do not read:

- Don't know / Not sure
- 9 Refused
- 15.6. What was the main reason you had this P.S.A. test - was it ...?

Please read:

- 1 2 3 Part of a routine exam
- Because of a prostate problem
- Because of a family history of prostate cancer
- Because you were told you had prostate cancer 4
- 5 Some other reason

Do not read:

- Don't know / Not sure 7
- 9 Refused

Section 16: Colorectal Cancer Screening

CATI note: If respondent is ≤ 49 years of age, go to next section.

- 16.1 A blood stool test is a test that may use a special kit at home to determine whether the stool contains blood. Have you ever had this test using a home kit?
 - 1 Yes

2 [Go to Q16.3] No [Go to Q16.3] 7 Don't know / Not sure 9 [Go to Q16.3] Refused

16.2 How long has it been since you had your last blood stool test using a home kit?

Read only if necessary:

- Within the past year (anytime less than 12 months ago)
- 2 Within the past 2 years (1 year but less than 2 years ago)
- 3 Within the past 3 years (2 years but less than 3 years ago)
- 4 Within the past 5 years (3 years but less than 5 years ago)
- 5 5 or more years ago

Do not read:

- Don't know / Not sure
- 9 Refused
- 16.3 Sigmoidoscopy and colonoscopy are exams in which a tube is inserted in the rectum to view the colon for signs of cancer or other health problems. Have you ever had either of these exams?
 - 1 Yes
 - 2 No
 - Don't know / Not sure
- [Go to next section] [Go to next section]
- 7 Refused
- [Go to next section]
- 16.4 For a sigmoidoscopy, a flexible tube is inserted into the rectum to look for problems. A colonoscopy is similar, but uses a longer tube, and you are usually given medication through a needle in your arm to make you sleepy and told to have someone else drive you home after the test. Was your most recent exam a sigmoidoscopy or a colonoscopy?
 - 1 Sigmoidoscopy
 - 2 Colonoscopy
 - 7 Don't know / Not sure
 - 9 Refused
- 16.5 How long has it been since you had your last sigmoidoscopy or colonoscopy?

Read only if necessary:

- Within the past year (anytime less than 12 months ago)
- 2 Within the past 2 years (1 year but less than 2 years ago)
- 3 Within the past 3 years (2 years but less than 3 years ago)

Within the past 5 years (3 years but less than 5 years ago) 5 Within the past 10 years (5 years but less than 10 years ago) 6 10 or more years ago

Do not read:

Refused

Don't know / Not sure

Section 17: HIV/AIDS

The next few questions are about the national health problem of HIV, the virus that causes AIDS. Please remember that your answers are strictly confidential and that you don't have to answer every question if you do not want to. Although we will ask you about testing, we will not ask you about the results of any test you may have had.

- 17.1 Not counting tests you may have had as part of blood donation, have you $\,$ ever been tested for HIV?
 - 1 Yes
 - 2 No

[Go to Q17.3]

7 Don't know / Not sure [Go to Q17.3]

9 Refused [Go to Q17.3]

17.2 Not including blood donations, in what month and year was your last HIV test?

NOTE: If response is before January 1985, code Don't know.

CATI INSTRUCTION: If the respondent remembers the year but cannot remember the month, code the first two digits 77 and the last four digits for the year.

Code month and year 77/ 7777 Don't know / Not sure 99/ 9999 Refused / Not sure

17.3 I am going to read you a list. When I am done, please tell me if any of the situations apply to you. You do not need to tell me which one.

You have used intravenous drugs in the past year.

You have been treated for a sexually transmitted or venereal disease in the past year.

You have given or received money or drugs in exchange for sex in the past year. You had anal sex without a condom in the past year.

You had four or more sex partners in the past year.

Do any of these situations apply to you?

- 1 Yes
- 2 No
- 7 Don't know / Not sure
- 9 Refused



CATI NOTE: READ IF NO OPTIONAL MODULES FOLLOW, OTHERWISE CONTINUE TO **OPTIONAL MODULES.**

Please read:

That was my last question. Everyone's answers will be combined to help us provide information about the health practices of people in this state. Thank you very much for your time and cooperation.



Optional Modules

Module 1: Pre-Diabetes

NOTE: Only asked of those not responding Yes (code = 1) to Core Q6.12 (Diabetes awareness question).

- 1. Have you had a test for high blood sugar or diabetes within the past three years?
 - 1 Yes
 - 2 No
 - 7 Don't know / Not sure
 - 9 Refused

CATI note: If Core Q6.12 = 4 (No, pre-diabetes or borderline diabetes); answer Q2 Yes (code = 1).

2. Have you ever been told by a doctor or other health professional that you have prediabetes or borderline diabetes?

If Yes and respondent is female, ask: Was this only when you were pregnant?

- 1 Yes
- 2 Yes, during pregnancy
- 3 No
- 7 Don't know / Not sure
- 9 Refused

Module 2: Diabetes

CATI note: To be asked following Core Q6.13; if response to Q6.12 is Yes (code = 1)

- **1.** Are you now taking insulin?
 - 1 Yes
 - 2 No
 - 9 Refused

2. About how often do you check your blood for glucose or sugar?

INTERVIEWER NOTE: Include times when checked by a family member or friend, but do not include times when checked by a health professional.

1	_	_	Times per day
2	_	_	Times per week
3	_	_	Times per month
4 8	- 8	8	Times per year Never
7	7	7	Don't know / Not sure
9	9	9	Refused

INTERVIEWER NOTE: If the respondent uses a continuous glucose monitoring system (a sensor inserted under the skin to check glucose levels continuously), fill in '98 times per day.'

3. Including times when checked by a family member or friend, about how often do you check your feet for any sores or irritations?

```
1 __ Times per day
2 __ Times per week
3 __ Times per month
4 __ Times per year
555 No feet
888 Never
777 Don't know / Not sure
999 Refused
```

4. About how many times in the past 12 months have you seen a doctor, nurse, or other health professional for your diabetes?

```
Number of times [76 = 76 or more]
None
Don't know / Not sure
Refused
```

5. About how many times in the past 12 months has a doctor, nurse, or other health professional checked you for A-one-C?

Interviewer note: A test for A one C measures the average level of blood sugar over the past three months.

_ Number of times [76 = 76 or more]

- 8 8 None
- 98 Never heard of A one C test
- 77 Don't know / Not sure
- 99 Refused

CATI note: If Q3 = 555 (No feet), go to Q7.

- 6. About how many times in the past 12 months has a health professional checked your feet for any sores or irritations?
 - Number of times [76 = 76 or more]
 - 88 None
 - 77 Don't know / Not sure
 - 99 Refused
- 7. When was the last time you had an eye exam in which the pupils were dilated, making you temporarily sensitive to bright light?

Read only if necessary:

- 1 Within the past month (anytime less than 1 month ago)
- Within the past year (1 month but less than 12 months ago)
- Within the past 2 years (1 year but less than 2 years ago)
- 4 2 or more years ago

Do not read:

- 7 Don't know / Not sure
- 8 Never
- 9 Refused
- 8. Has a doctor ever told you that diabetes has affected your eyes or that you had retinopathy?

DO NOT READ:

1 Yes

- 2 No
- 7 Don't know / Not sure
- 9 Refused
- 9. Have you ever taken a course or class in how to manage your diabetes yourself? DO

NOT READ:

- 1 Yes
- 2 No
- 7 Don't know / Not sure
- 9 Refused

Module 3: Health Care Access

- 1. Do you have Medicare?
 - 1 Yes
 - 2 No
 - 7 Don't know / Not sure
 - 9 Refused

INTERVIEWER NOTE: MEDICARE IS A COVERAGE PLAN FOR PEOPLE AGE 65 OR OVER AND FOR CERTAIN DISABLED PEOPLE.

2. What is the primary source of your health care coverage? Is it...

Please Read

- A plan purchased through an employer or union (including plans purchased through another person's employer)
- 2 A plan that you or another family member buys on your own
- 3 Medicare
- 4 Medicaid or other state program
- 5 TRICARE (formerly CHAMPUS), VA, or Military
- 6 Alaska Native, Indian Health Service, Tribal Health Services Or

7 Some other source

8 None (no coverage)

Do not read:

- 77 Don't know/Not sure
- 99 Refused

INTERVIEWER NOTE: If the respondent indicates that they purchased health insurance through the Health Insurance Marketplace (name of state Marketplace), ask if it was a private health insurance plan purchased on their own or by a family member (private) or if they received Medicaid (state plan)? If purchased on their own (or by a family member), select 02, if Medicaid select 04.

CATI NOTE: Go to Core Q3.2.

3. Have you delayed getting medical care for one of the following reasons in the past 12 months? Was it because.....

INTERVIEWER NOTE: IF RESPONDENT PROVIDES MORE THAN ONE REASON, SAY: WHICH WAS THE MOST IMPORTANT REASON YOU DELAYED GETTING CARE

Please read

- 1 You couldn't get through on the telephone.
- 2 You couldn't get an appointment soon enough.
- 3 Once you got there, you had to wait too long to see the doctor.
- 4 The clinic or doctor's office wasn't open when you got there.
- 5 You didn't have transportation.

Do not read:

- 6 Other (specify)
- 8 No, I did not delay getting medical care/did not need medical care
- 7 Don't know/Not sure
- 9 Refused

CATI NOTE: Go to Core Q3.4.

CATI NOTE: If Q3.1 = 1 (Yes) continue, else go to Q4a.

4.	In the past 12 months was there any time when you did not have any health
	insurance or coverage?

Yes [Go to Q5]
 No [Go to Q5]
 Don't know/Not sure [Go to Q5]
 Refused [Go to Q5]

CATI Note: If Q3.1 = 2, 7, or 9 continue, else go to next question (Q5).

4a.	About how lo	ng has it been	since you last	had health ca	re coverage?
READ IF NE	ECESSARY:				

- 1 6 months or less
- 2 More than 6 months, but not more than 1 year ago
- 3 More than 1 year, but not more than 3 years ago
- 4 More than 3 years
- 5 Never
- 7 Don't know/Not sure
- 9 Refused
- **5.** How many times have you been to a doctor, nurse, or other health professional in the past 12 months?
 - Number of times
 - 88 None
 - 77 Don't know/Not sure
 - 99 Refused
- **6.** Not including over the counter (OTC) medications, was there a time in the past 12 months when you did not take your medication as prescribed because of cost?
 - 1 Yes
 - 2 No

Do not read:

- 3 No medication was prescribed
- 7 Don't know/Not sure
- 9 Refused
- In general, how satisfied are you with the health care you received? Would you say—

Please read:

- 1 Very satisfied
- 2 Somewhat satisfied
- 3 Not at all satisfied

Do not read:

- 8 Not applicable
- 7 Don't know/Not sure
- 9 Refused
- 8. Do you currently have any health care bills that are being paid off over time?

INTERVIEWER NOTE: This could include medical bills being paid off with a credit card, through personal loans, or bill paying arrangements with hospitals or other providers. The bills can be from earlier years as well as this year.

INTERVIEWER NOTE: Health care bills can include medical, dental, physical therapy and/or chiropractic cost.

- 1 Yes
- 2 No
- 7 Don't know/Not sure
- 9 Refused

CATINOTE: Go to Core Section 4.

Module 6: E-Cigarettes

Read if necessary: Electronic cigarettes (e-cigarettes) and other electronic vaping products include electronic hookahs (e-hookahs), vape pens, e-cigars, and others. These

products are battery-powered and usually contain nicotine and flavors such as fruit, mint, or candy.

INTERVIEWER NOTE: THESE QUESTIONS CONCERN ELECTRONIC VAPING PRODUCTS FOR NICOTINE USE. THE USE OF ELECTRONIC VAPING PRODUCTS FOR MARIJUANA USE IS NOT INCLUDED IN THESE QUESTIONS.

- **1.** Have you ever used an e-cigarette or other electronic vaping product, even just one time, in your entire life?
 - 1 Yes
 - 2 No
 - 7 Don't know/Not sure
 - 9 Refused
- 2. Do you now use e-cigarettes or other electronic vaping products every day, some days, or not at all?

DO NOT READ:

- 1 Every day
- 2 Some days
- 3 Not at all
- 7 Don't know / Not sure
- 9 Refused

Module 7: Marijuana Use

- 1. During the past 30 days, on how many days did you use marijuana or cannabis?
 - _ _ 01-30 Number of Days

88 None [Go to next module]
77 Don't know/not sure [Go to next module]
99 Refused [Go to next module]

2. [CATI NOTE: ASKED ONLY OF CURRENT MARIJUANA USERS]. During the past 30 days, which of the following ways did you use marijuana the most often? Did you usually...

Read:

- 1 Smoke it (for example, in a joint, bong, pipe, or blunt).
- 2 Eat it (for example, in brownies, cakes, cookies, or candy)

3 Drink it (for exam ple, in tea, cola, or alcoh ol)

	4	Vaporize it (for example, in an e-cigarette-like vaporizer or another vaporizing device) 5 Dab it (for example, using waxes or concentrates), or 6 Use it some other way.
Do	not read:	
	7	Don't know/not sure
	9	Refused
3.	used mar	OTE: ASKED ONLY OF CURRENT MARIJUANA USERS]. When you ijuana or cannabis during the past 30 days, was it usually: ical reasons (like to treat or decrease symptoms of a health condition); 2
	For non-m	edical reasons (like to have fun or fit in), or
	3 For both	medical and non-medical reasons;
Do	not read: 7 9	Don't know/Not sure Refused
Мс	odule 8: Sle	ep Disorder
		er the last 2 weeks, how many days have you had trouble falling asleep <u>or</u> gasleep or sleeping too much?
		01-14 days
		88 None
		77 Don't know/Not sure
		99 Refused
		ne last 2 weeks, how many days did you unintentionally fall asleep the day?

__01-14 days

None

88

- 3. Have you ever been told that you snore loudly?
 - 1 Yes
 - 2 No
 - 7 Don't know/Not sure
 - 9 Refused
- 4. Has anyone ever observed that you stop breathing during your sleep?

INTERVIEWER NOTE: ALSO ENTER YES IF RESPONDENT MENTIONS HAVING A MACHINE OR CPAP THAT RECORDS THAT BREATHING SOMETIMES STOPS DURING THE NIGHT.

- 1 Yes
- 2 No
- 7 Don't know/Not sure
- 9 Refused

Module 9: Depression and Anxiety

 $1~{
m Over}$ the last $2~{
m weeks}$, how often have you been bothered by having little interest or pleasure in doing things. Would you say this happens...

READ:

- 1 never,
- 2 for several days,
- 3 for more than half the days or 4 nearly every day.

DO NOT READ:

- 7 Don't know/ Not sure
- 9 Refused
- 2 Over the last 2 weeks, how often have you been bothered by feeling down, depressed or hopeless? Would you say this happens...

READ:

- 1 never,
- 2 for several days,
- 3 for more than half the days or 4 nearly every day.

DO NOT READ:

7 Don't know/ Not sure 9 Refused

3 Over the last 2 weeks, how often have you been bothered by feeling nervous, anxious or on edge? Would you say this happens...

READ:

- 1 never,
- 2 for several days,
- 3 for more than half the days or 4 nearly every day.

DO NOT READ:

7 Don't know/ Not sure 9 Refused

4 Over the last 2 weeks, how often have you been bothered by not being able to stop or control worrying? Would you say this happens...

20/6

READ:

- 1 never,
- 2 for several days,
- 3 for more than half the days or 4 nearly every day.

DO NOT READ:

7 Don't know/ Not sure 9 Refused

Module 10: Respiratory Health

1. During the past 3 months, did you have a cough on most

days? DO NOT READ:

- Yes
- 2 No

2. During the past 3 months, did you cough up phlegm [FLEM] or mucus on most days?

DO NOT READ:

- 1 Yes
- 2 No
- 7 Don't know / Not sure
- 9 Refused
- 3. Do you have shortness of breath either when hurrying on level ground or when walking up a slight hill or stairs?

DO NOT READ:

- 1 Yes
- 2 No
- 7 Don't know / Not sure
- 9 Refused
- 4. Have you ever been given a breathing test to diagnose breathing problems? DO NOT READ:
 - 1 Yes
 - 2 No
 - 7 Don't know / Not sure
 - 9 Refused
- 5. Over your lifetime, how many years have you smoked tobacco

products? DO NOT READ:

- _ Number of years (01-76)
- 88 Never smoked or smoked less than one year
- 77 Don't know/Not sure
- 99 Refused

CATI NOTE: To be asked of respondents between the ages of 18 and 49 years; otherwise, go to next module.

NOTE: Human Papillomavirus (Human Pap·uh·loh·muh virus); Gardasil (Gar·duhseel); Cervarix (Sir·var· icks)

1. A vaccine to prevent the human papillomavirus or H.P.V. infection is available and is called the cervical cancer or genital warts vaccine, H.P.V. shot, [Fill: if female GARDASIL or CERVARIX; if male: GARDASIL].

Have you ever had an H.P.V. vaccination?

1	Yes	
2	No	[Go to next module]
3	Doctor refused when asked	Go to next module
7	Don't know / Not sure	[Go to next module]
9	Refused	[Go to next module]

2. How many H.P.V. shots did you receive?

_ _ Number of shots

03 All shots

77 Don't know / Not sure

99 Refused

Module 19: Shingles (Zostavax or ZOS)

CATI NOTE: If respondent is \leq 49 years of age, go to next section.

The next question is about the shingles vaccine.

- 1. Have you ever had the shingles or zoster vaccine?
 - 1 Yes
 - No 7 Dor
 - 7 Don't know / Not sure
 - 9 Refused

INTERVIEWER NOTE: SHINGLES IS AN ILLNESS THAT RESULTS IN A RASH OR BLISTERS ON THE SKIN, AND IS USUALLY PAINFUL. THERE ARE TWO

VACCINES NOW AVAILABLE FOR SHINGLES; ZOSTAVAX, WHICH REQUIRES 1 SHOT, AND SHINGRIX, A NEW VACCINE WHICH REQUIRES 2 SHOTS.

Module 20: Industry and Occupation

If Core Q8.15 = 1 or 4 (Employed for wages or out of work for less than 1 year) or 2 (Self-employed), continue else go to next module.

Now I am going to ask you about your work.

If Core Q8.15 = 1 (Employed for wages) or 2 (Self-employed) ask,

 What kind of work do you do? For example, registered nurse, janitor, cashier, auto mechanic.

INTERVIEWER NOTE: If respondent is unclear, ask: What is your job title?

INTERVIEWER NOTE: If respondent has more than one job ask: What is your main job?

[Record answer]		
99 Refused		

 $\mathbf{0r}$

If Core Q8.15 = 4 (Out of work for less than 1 year) ask,

What kind of work did you do? For example, registered nurse, janitor, cashier, auto mechanic.

INTERVIEWER NOTE: If respondent is unclear, ask: What was your job title?

INTERVIEWER NOTE: If respondent has more than one job ask: What was your main job?

[Record answer]		
99 Refused		

If Core Q8.15 = 1 (Employed for wages) or 2 (Self-employed) ask,

2.	What kind of business or industry do you work in? For example, hospital, elementary school, clothing manufacturing, restaurant.
	[Record answer]
	99 Refused
	If Core Q8.15 = 4 (Out of work for less than 1 year) ask,
	in core wo. 10 - 4 (out of work for less thair i your) ask,
	What kind of business or industry did you work in? For example, hospital, elementary school, clothing manufacturing, restaurant.
	[Record answer]
	99 Refused
	Module 21: Sexual Orientation and Gender Identity

The next two questions are about sexual orientation and gender identity.

INTERVIEWER NOTE: We ask this question in order to better understand the health and health care needs of people with different sexual orientations.

INTERVIEWER NOTE: Please say the number before the text response. Respondent can answer with either the number or the text/word.

1. Do you consider yourself to be 1-Straight, 2-Lesbian or Gay, 3-Bisexual or 4-other orientation?

DO NOT READ

 $\mathbf{0r}$

- 1 Straight
- 2 Lesbian or gay
- 3 Bisexual
- 4 Other
- 7 Don't know/Not sure
- 9 Refused

2. Do you consider yourself to be transgender?

If yes, ask Do you consider yourself to be **1.** male-to-female, **2.** female-to-male, or **3.** gender non-conforming?

INTERVIEWER NOTE: Please say the number before the text response. Respondent can answer with either the number or the text/word.

- 1 Yes, Transgender, male-to-female
- 2 Yes, Transgender, female to male
- Yes, Transgender, gender nonconforming
- l No
- 7 Don't know/not sure
- 9 Refused

INTERVIEWER NOTE: If asked about definition of transgender:

Some people describe themselves as transgender when they experience a different gender identity from their sex at birth. For example, a person born into a male body, but who feels female or lives as a woman would be transgender. Some transgender people change their physical appearance so that it matches their internal gender identity. Some transgender people take hormones and some have surgery. A transgender person may be of any sexual orientation – straight, gay, lesbian, or bisexual.

INTERVIEWER NOTE: If asked about definition of gender non-conforming:

Some people think of themselves as gender **non-conforming** when they do not identify $\underline{\text{only}}$ as a man or $\underline{\text{only}}$ as a woman.

State Added Questions:

Physical Activity

To be inserted after physical activity in core:

99

1. What type of physical activity or exercise did you spend the most time doing during the past month?

(Specify) [See Physical Activity Coding List]
 Don't know / Not Sure [GO TO Q7]

[GO TO Q7]

INTERVIEWER INSTRUCTION: IF THE RESPONDENT'S ACTIVITY IS NOT INCLUDED IN THE PHYSICAL ACTIVITY CODING DIST, CHOOSE THE OPTION LISTED AS "OTHER".

2. How many times per week or per month did you take part in this activity during the past month?

1__ Times per week
2_ Times per month
777 Don't know / Not sure
999 Refused

Refused

2. And when you took part in this activity, for how many minutes or hours did you usually keep at it?

_:__ Hours and minutes
777 Don't know / Not sure
999 Refused

4. What other type of physical activity gave you the next most exercise during the past month?

__ (Specify) [See Physical Activity Coding List] 88 No other activity [GO TO Q7]

77 Don't know / Not Sure [GO TO Q7] 99 Refused [GO TO Q7]

INTERVIEWER INSTRUCTION: IF THE RESPONDENT'S ACTIVITY IS NOT INCLUDED IN THE CODING PHYSICAL ACTIVITY LIST, CHOOSE THE OPTION LISTED AS "OTHER".

5.	How many	y times per	week or]	per month	did you	take pa	art in	this	activity
						during	the i	oast i	month?

1__ Times per week

2__ Times per month

777 Don't know / Not sure 999 Refused

6. And when you took part in this activity, for how many minutes or hours did you usually keep at it?

: _ Hours and minutes 777 Don't know / Not sure

999fused

7. During the past month, how many times per week or per month did you do physical activities or exercises to STRENGTHEN your muscles? Do NOT count aerobic activities like walking, running, or bicycling. Count activities using your own body weight like yoga, sit-ups or push-ups and those using weight machines, free weights, or elastic bands.

1__ Times per week

2__ Times per month

888 Never

777 Don't know / Not sure

999 Refused

Oral Health

To be inserted after oral health in core:

If Core Q7.1 = 1, 2, 3, or 4 continue, else go to Q14.

8. What was the main reason you last visited the dentist? Please

read: 1 Went in on own for check-up, examination, or cleaning

- 2 Was called in by the dentist for check-up, examination, or cleaning
- 3 Something was wrong, bothering or hurting
- 4 Went for treatment of a condition that dentist discovered at earlier checkup or examination
- 5 Other

Do not read:

- 7 Refused
- 9 Don't know

- 9. Have you ever had a test or exam for oral or mouth cancer in which the doctor or dentist pulls on your tongue, sometimes with gauze wrapped around it, and feels under the tongue and inside the cheeks?
- 1 Yes
- 2 No
- 7 Don't know/Not sure
- 9 Refused
- 10. During the past 12 months, how many times have you gone to a hospital emergency room for a dental problem? Do not county visits for injury or

INTERVIEWER NOTE: If necessary let respondent know looking for a number of times or number of visits.

Do not read:

- 2 2-3
- 3 4-5
- 4 6-7
- 5 8-9
- 6 10-12
- 7 13-15
- 8 16+
- 55 No teeth
- Don't know/not sure 77
- 88 None/0
- 99 Refused

Trails and Sidewalks

- 11. Does your community have trails, greenways, bike paths, or sidewalks for biking, walking, or other activities?
- 1. Yes
- 2. [Go to next TN module] No
- 7. Don't know/not sure
- [Go to next TN module]
- 9. Refused [Go to next TN module]

12. How often do you use these for biking, walking or other activities? Would you say ...

Please Read:

- 1. At least once a week
- 2. At least once a month
- 3. A few times per year
- 4. Neve

r Do not

read:

- 7. Don't know/Not sure
- 9. Refused

Social Context

Now, I am going to ask you about several factors that can affect a person's health. If Core Q8.8 = 1 or 2 (own or rent) continue, else go to Q2.

15. How often in the past 12 months would you say you were worried or stressed about having enough money to pay your rent/mortgage? Would you say

Please read:

- 1 Always
- 2 Usually
- 3 Sometimes
- 4 Rarely
- 5 Never

Do not read:

- 8 Not applicable
- 7 Don't know / Not sure
- 9 Refused

NOTE: We ask this question in order to compare health indicators among people in different housing situations

16. How often in the past 12 months would you say you were worried or stressed about having enough money to buy nutritious meals? Would you say

Please read:

1 Always

2 Usually

3 Sometimes

4 Rarely

5 Never

Do not read:

8 Not applicable

7 Don't know / Not sure 9

Refused

Reactions to Race

17. How often do you think about your race? Would you say never, once a year, once a month, once a week, once a day, once an hour, or constantly?

1 Never

2 Once a year 3

Once a month 4

Once a week 5

Once a day

6 Once an hour

8 Constantly

7 Don't know / Not sure

8 Refused

18. Within the past 12 months, when seeking health care, do you feel your experiences were worse than, the same as, or better than for people of other races?

1 Worse than other races 2

The same as other races 3 Better than other races Do

not read:

4 Worse than some races, better than others 5 Only encountered people of the same race 6 No health care in past 12 months

7 Don't know / Not sure 9

Refused

INTERVIEWER NOTE: If the respondent indicates that they do not know about other people's experiences when seeking health care, say: "This question is asking about your perceptions when seeking health care. It does not require specific knowledge about other people's experiences.'

19. Within the past 30 days, have you experienced any physical symptoms, for example, a headache, an upset stomach, tensing of your muscles, or a pounding heart, as a result of how you were treated based on your race?

- 1 Yes
- 2 No
- 7 Don't know / Not sure
- 9 Refused

Emotional Support and Life Satisfaction

20. How often do you get the social and emotional support you need?

INTERVIEWER NOTE: If asked, say "please include support from any source."

Please read:

- 1 Always
- 2 Usually
- 3 Sometimes
- 4 Rarely
- 5 Never

Do not read:

- 7 Don't know / Not sure
- 9 Refused

21. In general, how satisfied are you with your life?

Please read:

- 1 Very satisfied
- 2 Satisfied
- 3 Dissatisfied
- 4 Very dissatisfied

\Box	not	read.
חנו	not	read.

7 Don't know / Not sure 9

Refused

Drug Abuse

Drug Use: [prompt] The next health topic is about the use of prescription pain relievers and drugs. Please keep in mind that you can ask me to skip any question you do not want to answer.

- 22. In the last 12 months, have you taken any prescription pain relievers or tranquilizers including (Codeine, morphine, Lortab, Vicodin, Tylenol #3, Percocet, OxyContin) when it was NOT prescribed to you by a doctor, dentist, nurse practitioner, or other healthcare provider? We only want to know about prescription medication NOT medication that is available over the counter.
 - 1. Yes
 - 2. No (SKP to Q22)
 - 7. Don't know / Not sure (SKP to Q22)
 - 9. Refused (SKP to Q22)
- 23. From whom did you obtain the prescription pain medication? (Interviewer can clarify with: "referring to the last time you used prescription pain medication not available over the counter and not prescribed specifically for you".)
 - 1. From a friend or relative
 - 2. From an acquaintance
 - 3. From a street dealer or other person I did not know
 - 4. Online
 - 5. Other
 - 7. Don't know / Not sure

9. Refused

24. Within the last 12 months, have you traveled either locally or out of state, to more than one health care provider for the primary reason of obtaining prescription pain medications or tranquilizers such as Codeine, morphine, Lortab, Vicodin, Tylenol #3, Percocet, or OxyContin?

- 1. Yes
- 2. No
- 7. Don't know / Not sure
- 9. Refused

25. Within the last 12 months, have you used heroin?

- 1. Never
- 2. Once
- 3. More than once
- 7. Don't know / Not sure
- 9. Refused

Closing statement

Please read:

That was my last question. Everyone's answers will be combined to help us provide information about the health practices of people in this state. Thank you very much for your time and cooperation.

Activity List for Common Leisure Activities

(To be used for State Added Questions 1 and 4: Physical Activity)

Code Description (Physical Activity, State Added Questions 1 and 4 above)

- 01 Active Gaming Devices (Wii Fit, Dance, Dance revolution) 02 Aerobics video or class
- 3 Backpacking
- Badminton
- 4 5 Basketball
- 6 Bicycling machine

exercise 07 Bicycling

08 Boating (Canoeing, rowing, kayaking, sailing for pleasure or

camping) 09 Bowling

10 Boxing

11 Calisthenics

12 Canoeing/rowing in

competition 13 Carpentry

14 Dancing-ballet, ballroom, Latin, hip hop, Zumba,

etc. 15 Elliptical/EFX machine exercise

16 Fishing from river bank or

boat 17 Frisbee

18 Gardening (spading, weeding, digging,

filling) 19 Golf (with motorized cart)

20 Golf (without motorized

cart) 21 Handball

22 Hiking – cross-country 23 Hockey

24 Horseback riding

25 Hunting large game - deer,

elk 26 Hunting small game -

quail

27 Inline Skating

28 Jogging

29 Lacrosse

30 Mountainclimbing

31 Mowing lawn

32 Paddleball

33 Painting/paperinghouse

34 Pilates

35 Racquetball

36 Raking lawn/trimming

hedges 37 Running

38 Rock climbing

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39 Rope skipping
40 Rowing machine
exercises 41 Rugby
42 Scuba diving
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54 Stair
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61 Tennis
62 Touch football
63 Volleyball
64 Walking
66 Waterskiing
67 Weight lifting
68 Wrestling
69 Yoga
71 Childcare
72 Farm/Ranch Work (caring for livestock, stacking hay, etc.) 73 Household Activities
(vacuuming, dusting, home repair, etc.) 74
Karate/Martial Arts
75 Upper Body Cycle (wheelchair sports, ergometer 76 Yard work
(cutting/gathering wood, trimming, etc.) 99 Refused