



## CAHPS® Health Plan Survey to Adult Medicaid Recipients

Solicitation Number BMS14056

October 16, 2013

**Submitted to:**

State of West Virginia  
Health and Human Resources  
Bureau for Medical Services  
Room 251  
350 Capitol Street  
Charleston, WV 25301

ORIGINAL

**Submitted by:**

ICF International  
9300 Lee Highway  
Fairfax, VA 22031

10/16/13 09:31:24 AM  
West Virginia Purchasing Division



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
BMS14056

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 ICF Incorporated, LLC  
 9300 Lee Highway  
 Fairfax, VA 22031

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR MEDICAL SERVICES  
 ROOM 251  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3709 304-558-1737

DATE PRINTED
10/02/2013

BID OPENING DATE: 10/16/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1,898	EA		961-60 CALENDAR YEAR 2012 HEDIS SURVEY	\$22,579 *	\$22,579
0002	1,898	EA		961-60 CALENDAR YEAR 2013 HEDIS SURVEY	\$22,412 *	\$22,412
***** THIS IS THE END OF RFQ BMS14056 ***** TOTAL:						\$44,991

\*Unit is equal to fielding one Adult Medicaid sample of 1898 cases in each year.

SIGNATURE <i>and J. Mc...</i>	TELEPHONE 703-934-3484	DATE 10/14/2013
TITLE Director, Contracts	FEIN 52-0893615	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



October 16, 2013

State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**Attention:** Roberta Wagner  
[Roberta.Wagner@wv.gov](mailto:Roberta.Wagner@wv.gov)

**Reference:** Solicitation #BMS14056, for a Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey

Dear Ms. Wagner:

ICF Incorporated, L.L.C., with the participation of corporate affiliate ICF Macro, Inc., (collectively referred to as "ICF"), is pleased to provide this Firm Fixed Price type proposal in response to the reference request.

ICF has a long and successful history of conducting CAHPS® surveys, as well as other member satisfaction and health, health services, and health insurance surveys. The ICF team looks forward to supporting the State of West Virginia on this important initiative.

ICF's proposal remains valid for a period of ninety (90) days from the official due date of October 16, 2013. ICF retains the right to review its submission and to extend its offer or to revise its proposal at the end of the 90 day period, if needed.

We look forward to hearing from the State about the status of our proposal. For technical questions, please contact Naomi Freedner, Principal, by telephone at 802-264-3730, or by email at [Naomi.Freedner@icfi.com](mailto:Naomi.Freedner@icfi.com). For contractual questions, please contact Carol Douglas, Contract Administrator, by telephone at 802-264-3756, or by email at [Carol.Douglas@icfi.com](mailto:Carol.Douglas@icfi.com).

Sincerely,

A handwritten signature in black ink that reads "Mark J. McNeely".

Mark J. McNeely  
Director, Contracts

Exhibit A: Pricing Page

**All inclusive price for each survey conducted using the Mail Only Methodology:**

				<b>Total Cost for Survey 1</b>
Total Cost Survey 1 for Calendar Year December 2012 - November 2013				(A) \$22,579

**Renewal Periods:**

				<b>Total Cost for Survey 2</b>
Total Cost Survey 2 for Calendar Year December 2013 - November 2014				(B) \$22,412

Grand Total (Cost A + B Surveys)

\$ 44,991

Notes

1. The Vendor's Grand Total will include all general and administrative staffing (secretarial, clerical, etc.), travel, supplies and other resource costs necessary to perform all services within the scope of this procurement.
2. The Contract will be awarded to the Vendor with the lowest Grand Total meeting specifications.

ICF Incorporated, LLC

(Company)

Mark McNeely, Director, Contracts



(Representative Name, Title)

703-934-3484/ 703218-2547 (Fax)

(Contact Phone/Fax Number)

10/14/2013

(Date)

## PRICE PROPOSAL

ICF Incorporated, LLC, with the participation of corporate affiliate ICF Macro, Inc., is pleased to provide the West Virginia Department of Health and Human Resources, Bureau for Medical Services (BMS) the following Firm Fixed Price quote to conduct its CAHPS® Health Plan Survey to Adult Medicaid recipients.

We assume that Survey 1 period of performance will begin on November 1, 2013, with final report delivery by March 31, 2014. Period of performance for Survey 2 (the renewal period) will begin no later than November 1, 2014, with final report delivery by March 31, 2015.

Each survey will be invoiced in full upon presentation of the final report. Invoices are assumed to be paid in full, net 30 days.

## PRICE-RELATED ASSUMPTIONS

The pricing presented on the Pricing Page is based on the following assumptions.

### Survey Design

After contract commencement, we will meet with BMS staff in-person within 5 business days of contract award to establish mutual understandings of all project requirements, activities, and expectations.

### Survey Sampling

We assume BMS will provide the entire sample frame within one week of fielding.

The adult sample frame will be formatted to conform to NCQA standards. It will contain, at a minimum, member-unique ID number, member first name, member middle initial, member last name, member gender, ethnicity indicator, race, member date of birth, member mailing address 1, member mailing address 2, member city, member state, county of residence, member zip code, member telephone number, member age as of December 31 of the measurement year, and preferred language (if possible).

We assume that we will randomly sample 1,898 records for the adult survey.

### Survey Administration/Data Collection and Submission

#### **Data Collection and Management Protocol**

- We will conduct data collection by mail. We will collect at least 411 completed questionnaires, and a total of 100 responses to each question. Per NCQA protocol, we will consider a record complete if it has at least one survey question answered, and responses indicate that the member meets the eligible population criteria.
  - We will send five mailings adhering to the established NCQA protocol:
    - First survey with cover letter and postage-paid return envelope
    - Postcard reminder to non-responders
    - Second survey with cover letter and postage-paid return envelope to non-responders
    - Second postcard to non-responders

- Third questionnaire with cover letter and postage-paid return envelope to non-responders
- We will establish a toll-free number for respondents to obtain verification and more information about the survey.
- We will open, track, and scan completed surveys received by mail.

#### **Data Collection Set-Up**

- We will format and finalize all NCQA-approved materials, including the cover letters and questionnaires. Materials will be approved by BMS prior to mail administration. We will scan surveys upon return.
- We will provide all survey materials in English. Spanish materials will be prepared as needed.
- We will assume the CAHPS<sup>®</sup> 5.0H Adult Questionnaire (Medicaid) with no supplemental questions will be administered.
- We will build a sample tracking database unique to the WV CAHPS<sup>®</sup> project.

#### **Data Processing and Final Reporting**

- Monthly reports detailing mailing dates and response rates will be delivered on the first of every month for the fielding duration of the project.
- We will scan and prepare for analysis data from mail surveys. Data preparation includes removing ineligible cases; coding, entering, and cleaning the data, and conducting an audit comparing the processed data to the hard-copy surveys.
- We will provide all data elements for reporting as detailed in the HEDIS Specifications.
- We will submit a draft report to BMS within 120 days of contract award. We will return any revisions to drafts within five business days of receipt.
  - Report shall include an executive summary with an introduction to the West Virginia Medicaid CAHPS administration process, and a summary of the overall results.
- Our Project Manager will travel to Charleston, WV to present the final report.

#### **Travel**

Per BMS' response to Question 46, our pricing includes travel costs for:

1. Our Project Manager's in-person attendance at the project kickoff, and
2. Our Project Manager's in-person presentation of final deliverables.

*If BMS were to consider attendance via teleconference acceptable for any or both of the in-person meetings, our all-inclusive price for each survey would be reduced by up to \$2,200.*



## NCQA HEDIS® 2013 SURVEYS VENDOR CERTIFICATION AGREEMENT

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This Certification Agreement (the “Agreement”), is effective the 1<sup>st</sup> day of November 2012, by and between the National Committee for Quality Assurance (“NCQA”), a District of Columbia corporation having a place of business at 1100 13<sup>th</sup> Street, NW, Washington, D.C., 20005 and ICF International, Inc. (“Vendor”).

WHEREAS, NCQA has established the Healthcare Effectiveness Data and Information Set (HEDIS<sup>1</sup>2013) to measure performance of managed care organizations (hereinafter individually referred to as a “Health Plan” and collectively as “Health Plans”);

WHEREAS, NCQA has solicited technical proposals from survey firms to assist Health Plans in producing results for HEDIS 2013 Surveys (defined below) and seeks to certify a number of qualified organizations (hereafter individually referred to as a “Certified Organization” and collectively as “Certified Organizations”) to contract with Health Plans for this purpose;

WHEREAS, NCQA vendor certification includes the following surveys: the HEDIS CAHPS<sup>®2</sup> 5.0H Adult and Child Surveys for Commercial, Medicaid and Preferred Provider Organizations (hereafter referred to collectively as the “HEDIS 2013 Surveys”);

WHEREAS, the protocols for the HEDIS 2013 Surveys require surveying members of Health Plans by NCQA Certified Organizations to achieve standardization of data collection;

WHEREAS, NCQA has issued *HEDIS 2013, Volume 3, Specifications for Survey Measures* (hereafter referred to as “Specifications”), which establishes the requirements for administration of the HEDIS 2013 Surveys and further defines the sampling and methodology;

WHEREAS, NCQA’s 2013 Accreditation decisions will take into account HEDIS 2013 Survey results for Health Plans;

WHEREAS, Vendor has successfully completed NCQA’s training course for Certified Organizations held in October 2012 and paid appropriate fees;

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<sup>1</sup> HEDIS<sup>®</sup> is a registered trademark of the National Committee for Quality Assurance (NCQA).

<sup>2</sup> CAHPS<sup>®</sup> is a registered trademark of the Agency for Healthcare Research and Quality (AHRQ).

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WHEREAS, Vendor provides certain services to health plans that are Covered Entities, pursuant to which the Covered Entities disclose to Vendor Protected Health Information (“PHI”) (as defined in 45 C.F.R. Section 160.103) that is subject to protection under the federal privacy regulations established at 45 C.F.R. Parts 160 and 164, as amended from time to time (the “Privacy Regulations”) and the federal security regulations (the “Security Regulations”) established at 45 C.F.R. Parts 160 and 164, as amended from time to time and promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 11-5 and its implementing regulations (“ARRA”), and this Agreement shall apply to that PHI to the extent Vendor discloses such PHI to NCQA;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Certification.** NCQA hereby grants Vendor the right to be a Certified Organization and to produce results for HEDIS 2013 Surveys according to the terms and conditions of this Agreement. Vendor shall administer all aspects of the HEDIS 2013 Surveys in accordance with the most recent versions of the Specifications, and other supplementary materials as published and distributed by NCQA. Vendor’s certification status is specific to Vendor and is non-transferable. Vendor is certified to produce results for HEDIS 2013 Surveys for only the specified maximum number of samples provided in Section 5 below. A Vendor shall not exceed this number of combined samples during the time period from January 1, 2013 through June 1, 2013.
- 2. Term.** Unless sooner terminated in accordance with the provisions of this Agreement, Vendor’s certification status shall last for 12 months from the effective date of this Agreement. Vendor will be required to attend NCQA’s Certified Organization training each year, at a date and location specified by NCQA, as a prerequisite to re-certification. In addition, Vendor must pay a certification fee and enter into a new agreement with NCQA. NCQA may, at its discretion, decline to certify Vendor in any year subsequent to the initial certification year, if NCQA has material concerns about Vendor’s ability to satisfactorily perform its duties. NCQA may also elect to put Vendor on probation in any given year. The terms of probation are set by NCQA and agreed to by the Vendor. NCQA and the Vendor may also agree to reduce or increase the maximum number of samples for which Vendor is certified.
- 3. Certification Fees.** A) *Fixed component Fee:* Vendor has paid NCQA a non-refundable training fee of Five Thousand Seven Hundred and Fifty Dollars (\$5,750) (the “Training Fee”). This fee covers the registration cost for two persons to attend an in-person Certified Organization training program and/or up to three logins for a Webinar training. Travel, lodging and incidental expenses associated with the Certified Organization training program are the responsibility of the Vendor. Additional fees may apply for additional attendees. In addition, Vendor will pay NCQA a non-refundable certification fee of Eight Thousand Dollars (\$8,000), payable upon execution of this Agreement (the “Certification Fee”). B) *Variable Component Fee:* Vendor agrees to remit to NCQA an amount equal to \$1,150 for each CAHPS 5.0H Adult sample and \$800 for each CAHPS 5.0H Child sample for which Vendor has contracted with a Health Plan to perform a survey pursuant to the protocols in the Specifications. The Variable Component Fee must be paid to NCQA if Vendor utilizes the survey instruments and protocols contained in the Survey Specifications to administer surveys, and submits results to NCQA. Payment of the Variable Component Fee must be made within thirty days of the 2013 data submission deadline or June 28, 2013. C) *Resubmission Fee:* Additional fees may be incurred if a resubmission due to survey vendor error is required after the data submission deadline has



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passed. D) *Late Fee*: At the discretion of NCQA, an annual penalty fee of 18% (1.5% monthly) will be added for Vendor fees that are paid late.

4. **Survey Specifications.** Vendor acknowledges and agrees that all surveys must be administered in compliance with the Specifications. NCQA may amend or generate a new edition of the Specifications at any time but will give Vendor reasonable notice prior to the effective date of any such amendment or addition. Vendor shall not use, copy or distribute the Specifications in any way that violates NCQA's copyright. Vendor's failure to comply with the procedures and standards set forth in the Specifications may result in termination of this Agreement. Any alternative data collection methodologies suggested by the Vendor must be submitted to NCQA in writing and be pre-approved by NCQA before use for the survey. Alternative methodology inclusion in Vendor's response to the request for proposal (RFP) does not constitute written notice to NCQA of request for use of such methodologies.
5. **Maximum Number of Surveys.** Vendor must not collect and report results for HEDIS 2013 Surveys for more than the maximum number of samples during the time period identified in Section 1 for which Vendor is certified pursuant to this Agreement. Vendor is certified to perform 100 HEDIS Survey samples. Vendor must notify NCQA by the first week of March 2013 of the total number of HEDIS 2013 Surveys for which Vendor has contracted, and the names of Health Plans with which Vendor has contracted to produce results for HEDIS 2013 Surveys, as per NCQA instructions.
6. **Key Personnel.** The Project Director or equivalent is considered to be key personnel, and essential to the work being performed hereunder. The Vendor may nominate more than one individual as key personnel in the event that its project team is organized such that this responsibility is shared. Key personnel under this Agreement are identified on the last page of this Agreement. The Vendor will inform NCQA in writing in the event that any key personnel are to be diverted to other projects, or otherwise replaced. NCQA reserves the right to approve any necessary successor to individuals designated as key personnel.
7. **Performance Monitoring.** NCQA may periodically audit and monitor Vendor's performance retrospectively and contemporaneously. Mechanisms may include scheduled visits to Vendor work sites to evaluate systems and processes, review of printed materials, silent monitoring of surveys administered via CATI, or other means.
8. **Vendor Performance.** Vendor agrees to notify NCQA and Health Plans with which Vendor has contracted if Vendor experiences any problems with survey data. Vendor is also responsible for notifying NCQA and Health Plans of the problem resolution. Vendor agrees to cooperate with NCQA's audits and performance assessments. Vendor shall perform and produce results for HEDIS 2013 Surveys in a professional and workmanlike manner consistent with industry standards for similar surveys. NCQA reserves the right to publicly report information about Vendor's performance, including response rates.
9. **Regular Reporting.** Vendor agrees to submit to NCQA progress reports in the format and on the schedule specified by NCQA. NCQA may request additional information upon evaluation of submitted reports. NCQA may require Vendor to institute a corrective action plan to address deficiencies or concerns identified through either performance monitoring or written progress reports. Corrective action plans must be approved by NCQA. Failure to implement a corrective action plan may result in NCQA's termination of this Agreement and Vendor's Certified Status.

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- 10. Vendor Responsiveness.** Vendor agrees to promptly respond when asked to follow up on any data discrepancies or questions posed by NCQA or its subcontractors. Failure by Vendor to be responsive to inquiries by NCQA may result in termination of this Agreement and Vendor's certified status.
- 11. Complaints and Grievances.** NCQA shall have the right to independently investigate any complaint or grievance filed by a Health Plan against Vendor. (Vendor agrees to comply with the *Survey Vendor Policies and Procedures* attached hereto as "Exhibit A," and agrees that failure by Vendor to comply with such policies and procedures, as revised by NCQA from time to time, may result in termination of this Agreement and Vendor's certified status.) Vendor agrees to cooperate fully in any such investigation by NCQA and to institute corrective actions deemed necessary by NCQA as a result of any such investigation. A substantiated complaint may result in NCQA's termination of this Agreement and Vendor's certified status.
- 12. Advertising Guidelines.** Vendor acknowledges having reviewed NCQA's *Marketing and Advertising* attached hereto as "Exhibit B," and agrees that failure by Vendor to comply with such advertising guidelines, as revised by NCQA from time to time, may result in termination of this Agreement and Vendor's certified status.
- 13. Confidentiality.** Except as otherwise provided in this Agreement, Vendor agrees to keep confidential and not to disclose to any third party any information obtained by Vendor during the course of performing HEDIS 2013 Surveys. Vendor agrees to safeguard and not release to any third party any information, demographic or otherwise, relating to a sampled Health Plan member. NCQA may immediately terminate this Agreement in the event it can be demonstrated that Vendor has compromised member confidentiality, or engaged in reporting to Health Plans in a manner prohibited by this Agreement. If Vendor is subcontracting any portion of its survey, such as fulfillment, printing, or Computer-Assisted Telephone Interviewing (CATI), the subcontractor staff will sign confidentiality agreements provided by the Vendor. Vendor further agrees to keep confidential any information about the business of NCQA obtained as a result of this Agreement. NCQA agrees to safeguard the confidentiality of any Member level data submitted by Vendor to NCQA.
- 14. Subcontracting.** The Vendor shall have the capacity necessary to administer large-scale questionnaire mailings and to conduct follow-up telephone interviews using a computer-assisted telephone interview (CATI) system. Vendor shall have the right to subcontract in connection with performing HEDIS 2013 Surveys only as specified in Vendor's proposal ("the proposal") or re-certification form submitted to NCQA in response to NCQA's RFP, dated July 25, 2012 or in its re-certification application dated August 1, 2012. Any changes in subcontracting arrangements, not mentioned in the Vendor's proposal to the NCQA-issued RFP or its re-certification from need to be approved by NCQA. Vendor shall retain primary responsibility for any work performed by a subcontractor and shall be responsible for quality oversight of any subcontractor's work.
- 15. Organizational Ownership.** If during the term of this Certification Agreement, the Certified Organization is acquired by or merges with another organization, NCQA must be notified immediately in writing. This Agreement is nontransferable and Vendor must obtain NCQA's written consent to assign or otherwise transfer any rights under this Agreement. NCQA reserves the right to terminate this Agreement if it does not approve the new ownership arrangement.

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**16. Indemnities.** The Vendor shall indemnify, defend and hold NCQA, its officers, directors and employees harmless from any claim, suit, loss, damage, judgment, liability, or expense (including reasonable attorneys' fees) arising out of or relating to Vendor's production of HEDIS CAHPS 5.0H Survey Results for a Health Plan and the reporting of Vendor's survey results.

**17. Liability Insurance.** Certified Vendors are required to carry at least Two Million Dollars (\$2,000,000) in liability insurance. Proof of insurance needs to be sent to NCQA along with this signed Agreement. Vendor must immediately notify NCQA in writing of any lapse or change in such liability insurance.

**18. Vendor's Contract Provisions.** Vendor agrees to include the following provision in any contract with a Health Plan to perform HEDIS 2013 Surveys:

"Health Plan acknowledges that the National Committee for Quality Assurance ("NCQA") certifies Vendors to perform HEDIS 2013 Surveys. Health Plan agrees that it will not seek damages or otherwise seek to hold NCQA liable in any manner for any actions of a HEDIS Survey Vendor or the results of any HEDIS 2013 Survey produced by a HEDIS Survey Vendor."

Vendor also agrees that any contract it enters into with a Health Plan to perform HEDIS Surveys will expressly be contingent upon Vendor retaining its certified status and any such contract will automatically terminate in the event Vendor is no longer a Certified Organization.

**19. Termination of Agreement.** NCQA shall have the right to terminate this Agreement effective immediately in the event of a material breach of the terms of this Agreement by Vendor, provided NCQA has given Vendor written notice of the alleged breach and Vendor has failed to cure such breach within fourteen (14) days after receipt of notice of breach. Vendor acknowledges that NCQA has relied in entering into this Agreement upon representations made by Vendor in the application materials and proposal submitted to NCQA. In the event such materials contain false or misleading information, NCQA shall have the right to immediately terminate this Agreement. Upon termination of this Agreement, Vendor shall no longer be able to represent that it has certified status and shall return immediately to NCQA any materials issued to Vendor by NCQA.

**20. Prohibition on Pass through Fees.** Vendor agrees not to include any fee in its contract with a Health Plan to perform HEDIS Surveys which is designated as a fee from NCQA or to otherwise pass through or create the impression that it is passing through to the Health Plan any NCQA fees.

**21. Use and Disclosure of PHI.** Except as otherwise specified herein, (1) NCQA may make any and all uses and disclosures of PHI necessary to perform its obligations under this Agreement and (2) NCQA may:

- a. use and/or disclose PHI only as permitted or required by this Agreement or as required by law, and in compliance with each applicable requirement of 45 C.F.R. Section 164.504(e);
- b. use PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of NCQA;
- c. disclose PHI in its possession to a third party for the purpose of NCQA's proper management and administration or to fulfill any legal responsibilities of NCQA, provided however, that the disclosures are required by law or NCQA has received from the third party written assurances that (i) the

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information will be held confidentially and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, and (ii) the third party will notify NCQA (and in accordance with Section 21 of this Agreement, NCQA shall notify Vendor) of any instances of which it becomes aware in which the confidentiality of the information has been breached;

- d. NCQA shall use and/or disclose the minimum amount of PHI necessary with regard to its use and/or disclosure of PHI under this Agreement, provided, that NCQA shall comply with 42 U.S.C. Section 17935 (b). All other uses and disclosures of PHI not authorized by this Agreement are prohibited.

**22. Appropriate Safeguards.** NCQA will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI, other than as provided for by the Agreement or as required by law. NCQA will comply with the Security Rule requirements set forth in 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Vendor. NCQA will keep current and document such security measures in written policies, procedures or guidelines, and make its policies and procedures, and documentation required by the Security Regulations relating to such safeguards, available to the Secretary of the Department of Health and Human Services (“HHS”) for purposes of determining a Covered Entity’s compliance with the Security Regulations.

**23. Reporting of Improper Use or Disclosure of PHI.** NCQA will, within ten (10) business days of becoming aware of any use or disclosure of PHI not permitted or required by the Agreement or of any Security Incident with respect to Electronic PHI of which it becomes aware, report such use, disclosure or Security Incident to Vendor. NCQA agrees to mitigate, to the extent practicable, any harmful effect that is known to NCQA of a use or disclosure of PHI by NCQA in violation of the requirements of this Agreement. NCQA further agrees to report without unreasonable delay and in no case later than thirty (30) calendar days after discovery, any Breach of any Unsecured PHI in accordance with the security breach notification requirements set forth in 42 U.S.C. Section 17932.

**24. Subcontractors and Agents.** NCQA agrees that any time PHI is provided or made available to its subcontractors or agents, NCQA will enter into an agreement with the subcontractor or agent that contains the same conditions and restrictions on the use and disclosure of PHI as contained in this Agreement, and will ensure that all of its subcontractors and agents to whom it provides Electronic PHI agree to implement reasonable and appropriate safeguards to protect such Electronic PHI.

**25. Right of Access, Amendment and Accounting of Disclosures.** With respect to the PHI in NCQA’s possession, NCQA agrees to the following:

- a. within fifteen (15) calendar days of receiving a written request from Vendor, NCQA will make available to Vendor information necessary for Vendor to make an Accounting of Disclosures to a Covered Entity of PHI about an individual in accordance with the Privacy Regulations as set forth in 45 C.F.R. Section 164.528 and, in accordance with the requirements for Accounting for Disclosures made through an Electronic Health Record in 42 U.S.C. Section 17935(c);
- b. NCQA shall record the following information regarding each disclosure of PHI subject to an Accounting of Disclosures pursuant to 45 C.F.R. Section 164.528: (1) date of disclosure; (2) name of entity or person who received the PHI and, if known, the address of such entity or person; (3) a brief description

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of the PHI; and (4) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure or a copy of a written request for disclosure. For multiple such disclosures of PHI to the same person or entity for a single purpose, NCQA shall provide Vendor, pursuant to Section 24(A) of this Agreement, (1) the information set forth in this Section 24(B) regarding the first disclosure; (2) the frequency, periodicity or number of disclosures made during the accounting period; and (3) the date of the last such disclosure during the accounting period. As of the Compliance Date, NCQA shall also record any required information regarding each disclosure of PHI through an Electronic Health Record subject to an Accounting of Disclosures pursuant to 42 U.S.C. Section 17935 (c);

- c. within ten (10) calendar days of receiving a written request from Vendor, make available PHI necessary for a Covered Entity to respond to individuals' requests for access to PHI about them in the event that the PHI in NCQA's possession constitutes a Designated Record Set in accordance with the Privacy Regulations at 45 C.F.R. Section 164.524;
- d. within fifteen (15) calendar days of receiving a written request from Vendor, incorporate any Amendments or corrections to the PHI in accordance with the Privacy Regulations at 45 C.F.R. Section 164.526 in the event that the PHI in NCQA's possession constitutes a Designated Record Set;
- e. make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary of the Department of Health and Human Services ("HHS") for purposes of determining a Covered Entity's compliance with the Privacy Regulations; and
- f. forward to Vendor within five (5) business days of receipt, any requests an individual makes of NCQA pursuant to 45 C.F.R. Sections 164.524, 164.526, or 164.528 so that Vendor may forward such request to the appropriate Covered Entity for the Covered Entity to respond. NCQA shall not respond directly to individual requests; and
- g. in the event that NCQA, on behalf of Vendor, in connection with the Agreement uses or maintains an Electronic Health Record of information of or about an Individual, NCQA shall provide an electronic copy (at the request of Covered Entity, and in the time and manner designated by Covered Entity) of the PHI, to Vendor to give to Covered Entity, so that Covered Entity may comply with an Individual's request in accordance with 42 U.S.C. Section 17935(e).

**26. Exchange of PHI and Communications.** NCQA agrees to the following:

- a. NCQA shall not directly or indirectly receive remuneration in exchange for any PHI in compliance with 42 U.S.C. Section 17935(d);
- b. NCQA shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. Section 17936(a); and
- c. NCQA shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. Section 17936(b).

**27. Termination of Agreement by Vendor for Breach Involving PHI.** Upon Vendor's knowledge of a breach of a material term of Sections 20 through 25 of this Agreement by NCQA, Vendor shall provide NCQA

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with written notice of that breach in sufficient detail to enable NCQA to understand the specific nature of that breach and afford NCQA the opportunity to cure the breach; provided, however, that if NCQA fails to cure the breach within a reasonable time specified by Vendor, Vendor may terminate this Agreement. Upon such termination, NCQA will comply with the return or destruction provisions of the Privacy Regulations, and Vendor may terminate the Agreement, unless the parties mutually agree that NCQA may perform its obligations under the Agreement using information that has been de-identified in accordance with the Privacy Regulations. If after termination of this Agreement pursuant to this Section the parties agree that NCQA will continue obligations under this Agreement using de-identified information, the Agreement shall continue in effect and the terms of the Agreement that apply to such obligations shall survive to the extent necessary for NCQA to carry out its obligations under this Agreement.

**28. Miscellaneous.**

- a. **Entirety of Agreement.** This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes all prior agreements. It may not be amended, altered, modified or otherwise changed in any respect except in writing signed by both of the parties. The parties affirm that they are acting on behalf of, and that this Agreement shall bind and benefit the parties and their respective successors, subsidiaries and affiliates.
- b. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the District of Columbia, without reference to conflicts of law provisions, and disputes related to this Agreement shall be resolved in a court of competent jurisdiction within the District of Columbia.
- c. **No Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver or deprive or limit that party of the right thereafter to insist upon strict adherence to that term in the particular instance or that term or any other term of this Agreement in any instance. Any waiver must be in writing.
- d. **Relationship of the Parties.** The parties have entered into this Agreement as independent contractors only, and nothing contained in this Agreement place or shall be construed to place the parties in the relationship of legal representation, employer-employee, partners, joint ventures, or agency, and neither party will have the power or authority to obligate or bind the other party in any manner.
- e. **Notices.** Any notice or other communication under this Agreement must be in writing and will be deemed delivered when personally delivered, delivered by an express mail service, or placed in the United States mail by certified mail, return receipt requested, properly addressed to the parties at their respectively addresses set forth below (or such other address as a party may specify by notice to the other).
- f. **Privacy and Security Regulations.** NCQA and Vendor acknowledge that certain portions of the Privacy and Security Regulations may apply to them, their relationship and the performance of this Agreement. To the extent the terms of the Privacy and Security Regulations directly relate to NCQA's performance under this Agreement, the provisions of such Agreement shall control as required (and only as required) to allow Health Plans to comply with the applicable provisions of the Privacy and Security Regulations. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall alter the obligations and rights of the parties under the Privacy and Security Regulation.

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NCQA: 1100 13<sup>th</sup> Street, NW, Suite 1000  
Washington, DC 20005

Attention: Janet M. Holzman

Vendor Firm Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Key Personnel: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have signed duplicate originals of this Agreement effective on the date first set forth above.

National Committee for Quality Assurance (“NCQA”)

By: \_\_\_\_\_

Its: General Counsel and Chief Privacy Officer

\_\_\_\_\_ (“Vendor”)

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**  
**Survey Vendor Policies and Procedures**

**A. Monitoring Performance**

NCQA may periodically conduct onsite reviews of survey vendors to assess the systems in place for data collection and quality oversight.

**B. Survey Vendor Grievance Procedures**

Survey vendors are responsible for the conduct of employees with whom they contract or employ. Survey vendors have a formal grievance procedure in place, which is communicated to plans. Complaints against an employee's actions or conduct with respect to the survey process will be handled through the grievance process. If a plan is not satisfied with the outcome of a complaint, the vendor's procedure for the specific complaint and the complaint outcome will be forwarded to NCQA for review and investigation. A valid, substantiated complaint that is not resolved satisfactorily by the survey vendor may result in cancellation of the Certification Agreement. Vendors must inform NCQA of all unresolved grievances.

**C. Marketing/Advertising Guidelines**

Refer to Exhibit B: *Marketing and Advertising Guidelines*.

**D. Code of Professional Conduct for NCQA-Certified Organizations**

Each vendor applying for NCQA Certification must agree to the Code of Professional Conduct for NCQA-Certified Organizations.

In promoting high standards of ethical conduct, employees and subcontractors of the certified survey vendor will:

1. Conduct themselves professionally, with truth, accuracy, fairness and responsibility to clients.
2. Act as faithful agents/trustees for each employer and client.
3. Strive to enhance the prestige and competence of NCQA-Certified vendors.
4. Help employees develop survey skills.
5. Ensure that employees are credited for their work.
6. Not misrepresent any survey team member's qualifications, competence or experience, nor undertake survey work beyond their qualifications.
7. Maintain confidentiality of all information pertaining to the survey and not discuss or disclose any information unless authorized in writing by the plan and NCQA.



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8. Not accept retainers, commissions or valuable consideration from any interested party in exchange for offering confidential information or disclosures related in any way to NCQA, clients, NCQA-Certified vendors or plans.
9. Not intentionally communicate false or misleading information that may compromise the integrity of any survey or any NCQA program.
10. Preface any public statements related to survey results that clearly indicate on whose behalf they are made.
11. Not accept compensation from more than one party for the same service, without the consent of all parties.
12. Not act in any way that would prejudice the reputation of NCQA and the survey results, and fully cooperate with an inquiry in the event of an alleged breach of this code.
13. Abide by the *Code of Professional Ethics and Practices* of the American Association for Public Opinion Research (AAPOR) and the *Code of Standards and Ethics for Survey Research* of the Council of American Survey Research Organizations (CASRO).

**E. Revisions to Policies and Procedures**

At its sole discretion, NCQA may amend its Policies and Procedures, Grievance and Appeal Procedures or any other survey vendor certification program policy.

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**Exhibit B  
Marketing and Advertising Guidelines**

NCQA encourages survey vendors to publicize their achievement, and has developed these Marketing and Advertising Guidelines toward that end. These guidelines explain how to market certification status and include appropriate language for incorporation into marketing and advertising materials, and ideas for marketing.

Guidelines are designed to help create advertising and marketing materials that reference NCQA status clearly, factually and accurately; to protect the integrity of NCQA's programs; and to allow all participants to benefit from their achievement in a fair and accurate manner.

**Marketing and Advertising Materials**

References to the terms "advertising," "advertising materials" or "advertising and marketing materials" in this document encompass all external and internal communications, including, but not limited to:

- All printed materials.
- TV advertising.
- Radio advertising.
- Posters.
- Annual reports.
- Billboards.
- Press releases.
- Newsletters.
- Responses to RFPs.
- Responses to RFIs.
- HEDIS report cards.
- Durable products (e.g., mugs, t-shirts).
- Letters to employers.
- Letters to clinicians.
- Letters to plans.
- Letters to consumers.
- Letters to insurance brokers.
- Marketing and sales brochures.
- Web sites or other electronic materials.
- Any other promotional materials.

**Use of NCQA Logo**

The use and reproduction of NCQA's logo is strictly prohibited. Certified survey vendors are prohibited from using the NCQA logo in any marketing and advertising materials, including Web sites, e-mails and other Web-based applications. Vendors that want to provide a link to NCQA's Web site should use [www.ncqa.org](http://www.ncqa.org).

**Use of Survey Vendor Certification Seals**

- NCQA issues one certification seal to Certified Survey Vendors.
- Seals are provided in EPS and JPG formats.
- Seals may not be modified.
- Certification statuses can change, which may affect durable goods (e.g., a billboard that is no longer accurate must be corrected). Vendors must maintain and update marketing and promotional materials, **must** cease distribution of all materials with incorrect status information. Updating of Web sites and other distributed materials should take place within 30 days of certification status change.

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**How to Advertise NCQA Certification Status**

- Survey vendors may not say they are the “exclusive” or “preferred” survey vendor for NCQA surveys.
- Survey vendors may not quote NCQA staff in their advertising materials.
- Survey vendors may not release NCQA communications in their advertising or marketing materials.
- Survey vendors may not engage in competitive advertising with other survey vendors.
- Survey vendors should clearly state that they have earned NCQA Certification (e.g., *Survey vendor X is NCQA Certified to conduct...*).

**Recommended Language**

NCQA-Certified Survey Vendors may use the following statements, alone or in combination with other language, to identify or describe NCQA.

***Descriptions of NCQA***

- NCQA is an independent, not-for-profit organization dedicated to improving health care quality.
- NCQA is an independent, not-for-profit organization dedicated to assessing and reporting on the quality of health plans, managed behavioral healthcare organizations, preferred provider organizations, physician organizations, credentials verification organizations, disease management programs and other health-related programs.
- NCQA is committed to providing information on the quality of health plans. Consumers can access information on NCQA or on health care quality on NCQA’s Web site at [www.ncqa.org](http://www.ncqa.org), or by calling NCQA Customer Support at 888-275-7585.
- NCQA is governed by a board of directors that includes employers, consumer and labor representatives, health plans, quality experts, regulators and representatives from organized medicine.
- NCQA’s mission is to improve the quality of health care.

***CAHPS 5.0H Health Plan Surveys***

- Developed jointly by the Agency for Healthcare Research and Quality (AHRQ) and NCQA, the Consumer Assessment of Health Care Providers and Systems (CAHPS) is the most comprehensive tool available for assessing consumers’ experiences with their health plans.
- CAHPS<sup>®</sup> provides consumers, purchasers and health plans with information about a broad range of key consumer issues such as overall satisfaction, average wait times, physician availability, obstacles to receiving care and parents’ impressions of their children’s care.

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- NCQA’s HEDIS Survey Vendor program was developed by NCQA to promote standardization of data collection; thus, results from consumer experiences are comparable across health plans. To become an NCQA-Certified HEDIS Survey Vendor, an organization must demonstrate that it has the capability, experience and expert personnel to accurately administer the survey.
- The HEDIS survey provides a survey instrument that can be used by a broad variety of health systems to capture experiences from health care consumers.

***NCQA Trademarks***

**HEDIS<sup>®</sup>**

The Healthcare Effectiveness Data and Information Set (HEDIS<sup>®</sup>) is a registered trademark of NCQA. The registered trademark symbol should be applied directly after the word “HEDIS.” The organization need only apply the trademark to the first reference of the term “HEDIS” within the written material.

A footnote stating, “HEDIS<sup>®</sup> is a registered trademark of the National Committee for Quality Assurance (NCQA),” should be placed at the bottom of the page where the registered trademark first appears.

**Quality Compass<sup>®</sup>**

Quality Compass is a registered trademark of NCQA. The registered trademark symbol should be applied directly after the word “Compass.” The organization need only apply the trademark to the first reference of the term “Quality Compass” within the written material.

A footnote stating, “Quality Compass<sup>®</sup> is a registered trademark of the National Committee for Quality Assurance (NCQA),” should be placed at the bottom of the page where the registered trademark first appears.

**NCQA HEDIS Compliance Audit<sup>™</sup>**

NCQA HEDIS Compliance Audit<sup>™</sup> is a trademark of NCQA. The trademark symbol should be applied directly after the word “Audit.” The organization need only apply the trademark to the first reference of the term “NCQA HEDIS Compliance Audit” within the written material.

A footnote stating, “NCQA HEDIS<sup>®</sup> Compliance Audit<sup>™</sup> is a trademark of the National Committee for Quality Assurance (NCQA),” should be placed at the bottom of the page where the trademark first appears.

**CAHPS<sup>®</sup>**

CAHPS<sup>®</sup> is a registered trademark of the Agency for Healthcare Research and Quality (AHRQ). The registered trademark symbol should be applied directly after the word “CAHPS<sup>®</sup>.” The organization need only apply the trademark to the first reference of the term “CAHPS” within the written material.

A footnote stating, “CAHPS<sup>®</sup> is a registered trademark of the Agency for Healthcare Research and Quality (AHRQ),” should be placed at the bottom of the page where the trademark first appears.

**Describing NCQA Data in a Press Release**

All of the preceding rules apply to press releases. Organizations may create press releases announcing their NCQA Certification status. Press releases should include a description of the survey from the language above and NCQA boilerplate language:

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NCQA is a private, non-profit organization dedicated to improving health care quality. NCQA accredits and certifies a wide range of health care organizations. It also recognizes clinicians and practices in key areas of performance. NCQA is committed to providing health care quality information for consumers, purchasers, health care providers and researchers.

Contact [communications@ncqa.org](mailto:communications@ncqa.org) if you have questions about press releases.

### **Compliance**

Organizations must follow and conform to all applicable NCQA Marketing and Advertising Guidelines. Information referencing NCQA status or products must be accurate and must not be misleading. Only the organization that earned NCQA Certification may advertise the status and use the corresponding seal; affiliates, including delegated entities, contractors and partners, may not use the NCQA status and seal. Failure to comply with these guidelines may jeopardize certification status.

NCQA conducts periodic audits of marketing and advertising materials to ensure that they are true and are not misleading, and that NCQA status is represented correctly. Failure to participate in an NCQA audit or refusal to comply with NCQA's request to address inaccuracies in information related to NCQA, to NCQA status or to the product in marketing and advertising materials is a violation of NCQA's advertising guidelines and may result in revocation of NCQA status.

Organizations must maintain all copies of marketing and advertising materials referencing NCQA status and products released from September 15 of each year until December 31 of the following year (i.e., for a period of 15½ months).

NCQA reserves the right to require an organization to withdraw its advertising materials from distribution immediately or to publish, at the organization's cost, a retraction or clarification in connection with any false or misleading statements or any violation of applicable NCQA marketing and advertising guidelines. Organizations agree in advance to remedy violations with actions deemed appropriate by NCQA.

### **Special Situations**

These guidelines may not address all potential marketing and advertising materials. In such instances, contact the NCQA Marketing Department at [marketing@ncqa.org](mailto:marketing@ncqa.org).

NCQA will respond to complaints regarding inaccurate or misleading advertising materials by customers and their affiliates. Complaints may initiate an audit of an organization's materials outside the regular audit process.

**Thank you for observing these guidelines, and please don't hesitate to contact us with questions at  
[marketing@ncqa.org](mailto:marketing@ncqa.org).**

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# 2009–2010 National Adult Tobacco Survey

## Methodology Report

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Prepared by  
CDC's Office on Smoking and Health

and



126 College Street  
Burlington, VT 05401

November 10, 2011

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## Introduction

### Background and Purpose of the National Adult Tobacco Survey

In 1999, the Office on Smoking and Health (OSH), a division in the Centers for Disease Control and Prevention (CDC), created the National Tobacco Control Program (NTCP) to coordinate nationwide efforts to reduce tobacco-related disease and death. The program provides funding and technical support to state<sup>a</sup> and territorial health departments for comprehensive tobacco control programs. The four goals of the NTCP are to

- (1) Prevent initiation of tobacco use among young people.
- (2) Eliminate nonsmoker exposure to secondhand smoke.
- (3) Promote cessation among adults and young people.
- (4) Identify and eliminate tobacco-related health disparities.

The Best Practices components<sup>b</sup> used by the NTCP to achieve these four goals are

- State and community interventions.
- Health communication interventions.
- Cessation interventions.
- Surveillance and evaluation.
- Administration and management.

In 2005, as a part of OSH's ongoing effort to develop and identify appropriate, valid, and reliable measures of program effectiveness,<sup>c</sup> OSH released *Key Outcome Indicators for Evaluating Comprehensive Tobacco Control Programs*. Explicitly addressing goals 1, 2, and 3 of the NTCP, the report identifies and assesses 120 indicators and measures for use in evaluating tobacco control programs at the local, state, and national levels. Most, but not all, of the indicators can be measured in a general population survey.

NATS is the first adult tobacco survey designed within the framework provided by the Key Outcome Indicator (KOI) report. NATS also establishes a comprehensive framework for evaluating both the

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<sup>a</sup> State refers to the 50 states and the District of Columbia.

<sup>b</sup> Centers for Disease Control and Prevention. *Best Practices for Comprehensive Tobacco Control Programs—2007*. Atlanta: U.S. Department of Health and Human Services; 2007.

<sup>c</sup> The Key Outcome Indicator report is a companion to OSH's *Introduction to Program Evaluation for Comprehensive Tobacco Control Programs* (MacDonald, Starr, Schooley, Yee, Klimowski, Turner; 2001.)

national and state-specific tobacco control programs. As described below, the NATS sample design prescribes a roughly equal target number of completes to allow analyses by state.<sup>d</sup>

The primary purpose of NATS is to evaluate the CDC's NTCP. OSH developed NATS to assess the prevalence of tobacco use and the factors related to tobacco use among adults. Specifically, NATS is meant to

- Estimate the extent to which adults engage in tobacco use behaviors.
- Assess the degree that tobacco use behaviors among adults vary as a function of gender, age, and race/ethnicity.
- Estimate the accomplishment of key short-, intermediate-, and long-term tobacco prevention and control outcome indicators found in the *Key Outcome Indicators for Evaluating Comprehensive Tobacco Control Programs* report.

### NATS Methodology at a Glance

NATS was designed as a stratified, national, landline, and cell phone survey of noninstitutionalized adults aged 18 years and older. It was designed to yield data representative and comparable at both national and state levels.

Each state is divided into at least three strata—a listed landline stratum, a not-listed landline stratum, and a cell phone stratum. Some states have additional landline strata based on counties or county-equivalents. The OSH target number of landline completes per state was 1863. OSH's target number of cell phone completes per state varied in proportion to each state's population. Some states independently increased the target number of completes above the OSH targets.

OSH engaged in a prolonged and inclusive process to solicit input on the content of the questionnaire. Once a draft questionnaire was developed by a core OSH group, it was sent for review to (1) all OSH units, (2) tobacco control programs in state health departments, (3) representatives of the scientific community, and (4) other federal agencies. Excluding screening questions, the final questionnaire contained 130 questions. The largest sections in the questionnaire ask about tobacco use, cessation, secondhand smoke and smoke-free policies, tobacco-related opinions and attitudes, and demographic characteristics.

OSH contracted with ICF Macro to collect the survey data. Several states also contracted with ICF Macro to collect supplemental data. NATS was conducted from October 20, 2009, to February 28, 2010.

Respondent selection varied by phone type. For landline telephone numbers, one adult aged 18 years and over was randomly selected from households with at least one adult aged 18 years or older. Adults aged 18 years and older reached via a cell phone telephone number were selected if a cell phone was the only way they could be reached by telephone at home.<sup>e</sup> We assumed that a cell phone was used only by the person who answered.

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<sup>d</sup> Prior to NATS, 25 states had independently conducted an Adult Tobacco Survey (ATS) with technical assistance and support from CDC's OSH. After a pilot program in conjunction with the states, OSH started regularly supporting ATS's in 2002. See CDC, 2010 for state ATS data from 2003 to 2007.

<sup>e</sup> "In your home, is a cell phone the only way you can be reached by telephone?"

The data collection protocol for landline telephone numbers specified that telephone numbers without a final disposition code after at least 15 dialings could be assigned a final survey disposition code. For cell phone telephone numbers, a final survey disposition code could be assigned to a telephone number after a minimum of 6 dialings. The calls had to be appropriately distributed among weekdays, weeknights, and weekends.

A total of 118,581 interviews—110,634 landline interviews and 7,947 cell phone interviews—of noninstitutionalized adults aged 18 years and older were completed.

The landline data were first weighted by the probability of selection of the telephone number, the probability of selecting the respondent, and a nonresponse adjustment. The cell phone data were initially weighted only by the probability of selection of the telephone number. Next, with the use of a raking procedure, the data were poststratified by state to the joint estimated distributions of age, gender, and phone type (cell-phone-only users and all others). The poststratified weights for five states were trimmed (i.e., truncated to adjust for inflated variances).

## Section I—National Adult Tobacco Survey Sample Design

### 1.1 Introduction

The NATS’s target population was noninstitutionalized adults aged 18 years and older residing in the 50 states or D.C. The sample design had two main objectives:

- (1) State-level estimates.
- (2) National estimates for subgroups defined by gender, age, and race/ethnicity.

For that reason, the overall sample size was determined by the need for precise state level estimates.

### 1.2 Sampling Frames

Respondents were selected from two sampling frames, one for landlines and one for cell phones. Each state was divided into at least three strata—a listed landline stratum, a not-listed landline stratum, and a cell phone stratum. Some states had additional landline strata based on counties or county-equivalents.

The listed stratum consisted of landline telephone numbers listed in residential directories or in other source databases. The not-listed stratum consists of landline telephone numbers not listed as a residential number in any source database.

The NATS’s landline sampling frame is composed of listed and not-listed telephone numbers from “hundred-blocks” that have at least one listed telephone number (one-plus block). A “hundred block” is a set of 100 telephone numbers with the same area code, prefix, first 2 digits of the suffix, and all possible combinations of the last 2 digits of the suffix, from 00 to 99. The landline sampling frame for the National Adult Tobacco Survey is the set of all one-plus hundred block telephone numbers in the United States.

The cell phone sampling frame consists of sets of cellular telephone numbers. For the cell phone sampling, the sets are thousand blocks, 1000 contiguous telephone numbers with the same area code and prefix. These are referred to as banks. The banks originated from the Telcordia® Local Exchange Routing Guide (LERG). These cellular-dedicated banks were then identified by coding provided by the LERG.

### 1.3 Sample Selection

Telephone numbers listed in residential directories and other database sources are usually working residential numbers, whereas unlisted telephone numbers include large numbers of nonworking and nonresidential telephone numbers. To increase sampling efficiency, the listed stratum was oversampled at a 1.5-to-1 ratio relative to the not-listed stratum. This raised the percentage of working residential numbers selected in the sample.

For the landline strata, each state was allocated an equal sample size. This ensured adequate precision for survey state level estimates. The total target landline sample size of 95,013 was equally distributed among the states, or 1,863 each.

For the cell phone strata, each state was allocated a sample size in proportion to the total state population. For the entire survey, the total cell phone target number of completes was 6,300.

The state samples were generated by Marketing Systems Group (MSG) through a systematic equal probability procedure. MSG then prescreened the sampled landline telephone numbers to identify unproductive telephone numbers, such as businesses and nonworking numbers.

#### 1.4 Supplemental State Samples

States were offered an opportunity to increase their state samples. Louisiana, New Jersey, and Oklahoma added to both their landline and cell phone target number of completes. Delaware, Georgia, Iowa, North Dakota, Pennsylvania, South Carolina, and Virginia added to their landline number of completes. Table 1 shows the number of state-added completes by state and phone type.

**Table 1. Number of State-Added Completes by State and Phone Type**

State	State-Added Landline Completes	State-Added Cell Phone Completes	State-Added Total
Delaware	71		71
Georgia	2,808		2,808
Iowa	294		294
Louisiana	4,297	239	4,536
New Jersey	1,442	662	2,104
North Dakota	338		338
Oklahoma	1,338	457	1,795
Pennsylvania	1,290		1,290
South Carolina	3,252		3,252
Virginia	292		292
Total	15,422	1,358	16,780

## 1.5 Sampling Results

The resulting number of completes for each state by phone type are presented in Table 2. The presented counts of completed interviews reflect fully completed and partially completed interviews (See Appendix A).

**Table 2. Landline and Cell Phone Completes: Overall and by State**

State	Landline Completes	Cell Completes	Total Completes
United States	110,634	7,947	118,581
Alabama	1,902	68	1,970
Alaska	1,836	13	1,849
Arizona	1,799	111	1,910
Arkansas	2,818	50	2,868
California	1,849	723	2,572
Colorado	1,816	145	1,961
Connecticut	1,839	56	1,895
Delaware	1,966	18	1,984
District of Columbia	1,870	26	1,896
Florida	1,863	408	2,271
Georgia	4,683	231	4,914
Hawaii	1,788	33	1,821
Idaho	1,774	53	1,827
Illinois	1,805	245	2,050
Indiana	1,873	152	2,025
Iowa	2,051	76	2,127
Kansas	1,850	70	1,920
Kentucky	1,777	73	1,850
Louisiana	6,044	307	6,351
Maine	1,995	36	2,031
Maryland	1,841	134	1,975
Massachusetts	1,818	134	1,952
Michigan	1,820	184	2,004
Minnesota	1,788	116	1,904
Mississippi	1,754	57	1,811
Missouri	1,859	140	1,999
Montana	1,826	36	1,862
Nebraska	1,829	47	1,876
Nevada	1,803	51	1,854
New Hampshire	1,934	27	1,961
New Jersey	3,294	801	4,095
New Mexico	1,791	62	1,853

**Table 2. Landline and Cell Phone Completes: Overall and by State  
(Continued)**

State	Landline Completes	Cell Completes	Total Completes
New York	1,838	401	2,239
North Carolina	1,815	204	2,019
North Dakota	2,192	29	2,221
Ohio	1,856	289	2,145
Oklahoma	3,123	526	3,649
Oregon	1,869	158	2,027
Pennsylvania	3,181	252	3,433
Rhode Island	1,906	26	1,932
South Carolina	5,078	88	5,166
South Dakota	1,993	32	2,025
Tennessee	1,832	127	1,959
Texas	1,882	476	2,358
Utah	2,025	83	2,108
Vermont	2,041	23	2,064
Virginia	2,271	177	2,448
Washington	1,850	196	2,046
West Virginia	1,770	45	1,815
Wisconsin	1,825	112	1,937
Wyoming	1,732	20	1,752

#### 1.6. Respondent Selection

For landline telephone numbers, the person on the phone was asked whether or not he/she was aged 18 years or older to act as screener respondent, whether the telephone number was associated with a residence, and how many persons aged 18 years or older lived in the household. The respondent was selected randomly by age, rank, and gender—for example, the 2<sup>nd</sup> oldest male— from the total household roster.

For cell phone numbers, it was assumed that the person answering the phone was the only user of the cell phone. Cell phone respondents were “selected” once it was determined that the person answering the cell phone was aged 18 years or older.

## Section II—National Adult Tobacco Questionnaire Design

### 2.1 Questionnaire Design Goals and Process

The NATS collected data on key short-, intermediate-, and long-term tobacco prevention and control outcome indicators. The questionnaire uses constructs from the Key Outcome Indicators report. The NATS questionnaire is built around key outcome indicators from each of OSH's four following goal areas:

- Preventing Initiation of Tobacco Use Among Young People.
- Eliminating Nonsmokers' Exposure to Secondhand Smoke.
- Promoting Quitting Among Adults and Young People.
- Identifying and Eliminating Tobacco-Related Disparities.

Given the novel content of NATS, OSH solicited state ATS users, as well as representatives of the scientific community and other federal agencies, for their advice on the questionnaire design. OSH held several conference calls and invited participation in March 2008, fall 2008, and May/June 2009. The calls were designed to involve these stakeholders in a dialogue about the questionnaire design. In March 2008, OSH engaged with the National Institutes of Health (NIH) Tobacco and Nicotine Research Interest Group (TANRIG). TANRIG's mission is to increase collaboration, coordination, and communication of tobacco- and nicotine-related research among NIH Institutes and Centers and among partnering Department of Health and Human Services (DHHS) agencies outside of NIH. TANRIG members provided feedback on the plan and design for NATS.

The next step in the survey design was to conduct cognitive interviews. ICF Macro conducted two phases of cognitive interviews—one in December 2008 (n = 39), and the other in March 2009 (n = 9). Following each phase, ICF Macro provided a written report to OSH containing feedback collected from the cognitive interviews, along with recommendations.

The report on the first phase of cognitive interviews contained question-by-question recommendations for revisions to the questionnaire items that presented comprehension, clarity, recall, or sensitivity problems for respondents. These recommendations generally fell into three categories

1. Suggested instructions for interviewers (to help them better handle complex sections of the questionnaire as well as those sections that may be sensitive for respondents).
2. Slight modification to question wording or response options.
3. Moderate question modification (either in the form of question revision or the recommendation that response options be added to the item).

The majority of recommendations involved interviewer instruction and slight wording modifications. In some instances, more than one recommendation was provided.

After the first phase of cognitive interviews, changes to the survey instrument included minor revisions to the wording of some items to enhance clarity. More notably, the revision involved the redesign of a



major section of items assessing cessation attempts and possible cessation assistance from health care providers. The report on the second phase of cognitive interviews presented findings for a limited set of new items, as well as items modified as a result of the first phase of interviews. Only a few recommended changes resulted from the second phase of interviewing. Overall, these recommendations were limited to additional interviewer instructions to better explain the tested screener items.

Modifications made after the first phase of cognitive interviews were tested successfully in the second round of cognitive interviews. For example, revisions to interviewer instructions encouraged respondents to provide single-digit answers instead of ranges. Additionally, the revised questions and skip pattern for the series of items focusing on cessation, which had been made based on feedback from the first phase of interviews, notably decreased the respondent burden.

## 2.2 Questionnaire Design Results

The NATS questionnaire included 130 questions (excluding the screeners). Table 3 shows the topics covered. Of the 105 tobacco-specific questions, 82 are directly related to 42 indicators in the KOI report.

**Table 3. NATS Questionnaire: Number of Questions by Topic**

Section	Total Number of Questions	Maximum Path	KOI Tobacco Questions	Non-KOI Tobacco Questions	Non-Tobacco Questions
General Health	1	1	0	0	1
Cigarette Smoking	29	18	12	17	0
Other Tobacco Use	13	13	10	3	0
Cessation	30	29	28	2	0
Secondhand Smoke and Tobacco-Free Policies	24	24	24	0	0
Demographic Items	15	15	0	0	15
Chronic Conditions and Diseases	7	7	0	0	7
Opinions and Attitudes	11	10	8	1	2
Total*	130	117	82	23	25

The main body of the questionnaire was nearly identical for both the cell phone and landline versions. The only exception was that the landline version contained two questions related to household landline telephone use. Since the cell phone version was designed for respondents who only use a cell phone and do not have a landline in their household, these two questions were not relevant to cell phone respondents. Thus excluding the screeners, the cell phone version contained 128 questions. The landline and cell phone versions also differed in the screener and closing sections. The landline screener included questions to randomly select one adult household member. The cell phone screener assumed that the cell phone is used only by the person who answers. The cell phone screener also contained questions to confirm that the respondent on the phone—was an adult, was not in an unsafe situation by being on the phone (e.g., driving), and did not have a landline telephone in his or her home. Because each cell phone respondent was offered an incentive for participating in the survey, the cell phone closing gathered additional information needed to provide the incentive of a \$10 gift card. Incentives were provided to cell phone respondents to address concerns associated with airtime usage charges.

## Section III—National Adult Tobacco Survey Fielding

### 3.1 Fielding Period

NATS was fielded between October 20, 2009, and February 28, 2010. The following section provides details about advance letters, a respondent toll-free verification line, caller ID, interviewer training, quality assurance and quality control, and dialing protocols specific to landline and cell phone dialing.

### 3.2 Methods to Enhance Response

#### 3.2.1 Advance Letters

Prior to the monthly sample release, ICF Macro mailed an advance letter to each household in that month's sample. Letters were printed on two sides with English on the front and Spanish on the back. ICF Macro collaborated with OSH and developed the text for the letter, translated the text into Spanish, and coordinated all aspects of the printing and mailings. The letter described the survey's purpose and importance, how the telephone number was selected, and included an ICF Macro toll-free number for respondents to call to complete the interview. A copy of the advance letter is included in "Appendix B. Advance Letters (English and Spanish)." The ICF Macro toll-free number routed the respondent to a verification line (described next).

#### 3.2.2 Respondent Verification Line

ICF Macro provided an inbound respondent verification line. An interactive voice response (IVR) system provided prerecorded messages about NATS. Calls to the toll-free number provided in the advance letter, or to the number displayed on respondents' caller ID screens (caller ID process described later in this document) were routed to the IVR system. The IVR system offered the following menu options in English and Spanish:

- Learn more about the study.
- Speak directly to a survey representative.
- Leave a message (e.g., request removal from calling, set up an appointment).

If a respondent chose to speak to a live representative, they were routed to a supervisor in the ICF Macro research center who answered the respondent's questions, routed respondents for interviews, scheduled call-backs, or removed respondents from the call list.

A copy of the final IVR script is included in "Appendix C. National Adult Tobacco Survey Interactive Voice Response Script."

#### 3.2.3 Caller ID

To reduce nonresponse, ICF Macro programmed a project-specific number and text that would display on any respondents' call screening devices. ICF Macro provided a unique phone number and programmed the text to display as "Macro/CDC" (i.e., it activated a caller-ID). It is important to note that what respondents see on their caller ID display depends on their service provider. Depending on the plan and the service provider, respondents with caller ID may receive both the number and text

associated with the number, only the phone number, or only the area code or state associated with the area code. In all of these scenarios; however, caller ID can help navigate past certain screening devices.

When caller ID is not activated by the survey organization, people who have privacy managers or “call block” software (this voice says “this number does not accept calls from unidentified parties”) cannot be reached. That is, without caller ID, the phone in about 4% of households will not even ring. While the text broadcasted with the caller ID may impact cooperation, broadcasting caller ID mostly allows contact with potential respondents. The direct effect is largely on the resolution rate rather than the response rate.

If a respondent called the number displayed on his or her caller ID screen, these calls were automatically routed to the NATS IVR system.

### 3.3 Staffing and Interviewer Training

#### 3.3.1 Overview of NATS Staffing

NATS interviewers were recruited from ICF Macro’s existing pool of ATS and BRFSS interviewers. Both surveys used similar dialing protocols and include health- and tobacco-related questions.

#### 3.3.2 Interviewer Training

All telephone interviewers participated in initial interviewer training that covered—the role of the interviewer in survey research, proper interviewing techniques, gaining cooperation, refusal aversion and conversion, and accessing and dispositioning sample within the CATI (Computer-Assisted Telephone Interviewing) program. This initial training included practice time using the CATI questionnaire and working through the interview. All ICF Macro employees, including interview staff, signed a statement of confidentiality.

#### NATS-Specific Training

After initial training and prior to conducting NATS interviews, interviewers participated in a rigorous NATS-specific training. This interviewer training ensured consistent, high-quality interviewing throughout data collection. ICF Macro’s NATS project manager created training tools, such as a training manual and a frequently-asked questions (FAQ) sheet for NATS. These documents were used during the training and were available for interviewers throughout fielding. Interviewers kept the FAQ sheet at their CATI stations, reviewed it prior to each shift, and referred to it as needed. A brief overview of topics covered in the NATS interviewer training is included in “Appendix D. NATS Interviewer Training Topics.”

### 3.4 Quality Assurance and Quality Control Procedures

#### 3.4.1 Quality Assurance

To assure quality, ICF Macro conducted two rounds of pretests prior to data collection. ICF Macro project management and OSH made minor questionnaire revisions based on the results of the pretests. These revisions included—minor rewording of questions, introductory text, and closing text; the addition of interviewer notes; and minor logic changes. These changes were made to assist with respondent comprehension and to improve questionnaire flow.

### 3.4.2 Quality Control

ICF Macro programmed the questionnaires using Computers for Marketing Corporation's (CfMC's) Survent software package, which is designed for programming and managing CATI studies. CfMC software provides

- Call management.
  - Quota controls.
  - In-bound calling capabilities.
  - Multilingual interviewing capabilities.
  - Data back-up.
  - Monitoring.
  - Incidence tracking.<sup>f</sup>
- 
- Upon programming completion, ICF Macro project managers tested the survey. Testing included developing scenarios to test all possible paths through the questionnaire.
  - Checking frequencies of randomly generated data.
  - Verifying frequencies of the data after the first 201 completed interviews.
  - Creating an automatic skip check program (to check live data for errors), which ran nightly throughout the entire data collection period.
  - Repeating the aforementioned quality control measures any time the survey was altered during the fielding process.

To track quality control indicators, ICF Macro generated reports from the survey data file, which included summary statistics on the following:

- Interviewer efficiencies (complete interviews per hour, on both individual interviewer and project levels).
- Demographics on completed interviews.
- All call dispositions.
- Sample status (number of attempts, percentage complete, and refusal rates).

These reports were reviewed by the ICF Macro NATS project manager daily, enabling the management team to quickly detect and resolve any problems. Spot checks were performed on open-ended responses to determine the accuracy of data entry by interviewers.

#### Interviewer Monitoring

ICF Macro monitored interviewer performance through supervisors and Quality Assurance (QA) assistants, project management monitoring, as well as with formal and informal performance evaluations.

QA assistants monitored at least 10% of the interviews by tapping into interviewers' telephone lines and using the CATI system's monitoring module to follow the course of the interview on a computer screen. Interviewers were scored on several measures of performance designed to reinforce proper interviewing protocol.

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<sup>f</sup> Incidence is the proportion of the survey sample that is eligible to participate in the survey.

QA assistants also ensured that interviewers—coded incomplete interviews properly, left useful messages for the next interviewer, and made every attempt to complete an interview on every contact. Project management staff also monitored interviews in-progress throughout fielding. Based on their performance, interviewers received feedback and coaching, if needed. To ensure that feedback was timely and weaknesses could be addressed immediately, feedback and coaching occurred either immediately following the interviewer’s shift, or just prior to the next-scheduled shift.

### 3.5 Survey Protocol

NATS was fielded from ICF Macro’s CATI Research Centers in Burlington, Vermont; Springfield, Ohio; and Plattsburgh, New York. In all, 118,581 interviews were collected—110,634 via landline and 7,947 via cell phone. The average landline interview lasted 17.2 minutes, while the average cell phone interviewer lasted 20.6 minutes. Table 2 includes landline and cell phone completes by state.

Fielding protocols were based on the BRFSS survey, as adapted in recent years for CDC-OSH’s state-level ATS support. Per the protocol, each landline record in the sample was assigned a terminal disposition code. At least 15 call attempts (6 attempts for cell phones) were required before calls were ceased. Slightly different protocols were followed for the landline and cell phone samples. For example, cell phone users tend to carry their phones with them; thus, fewer attempts (six) were attempted to contact the cell phone sample.

Calling times were based on for the respondent’s time zone. Attempts were allocated to 20% weekday, 50% weekday evening, and 30% weekend. Landline dialing protocol and day-part attempts were allocated as follows:

- *Weekdays*: Monday through Friday: 9:00 AM–5:00 PM: three attempts.
- *Weeknights*: Monday through Friday: 5:00 PM–9:00 PM: seven attempts.
- *Weekends*: Saturday and Sunday: 9:00 AM–9:00 PM : five attempts.

Attempts were made until a final disposition was obtained. A final disposition was attained when

- The respondent completed the interview.
- The telephone number was found to be invalid.
- The record reached 15 attempts for landline sample or 6 attempts for cell phone sample.
- The respondent gave a final refusal.

#### Contacting Respondents

Interviewers followed similar protocols for landline and cell phone interviews when contacting households and potential respondents. The protocols are described next, and those unique to landline and cell phone surveys are described.

#### Treatment of No Answers

At least 15 contact attempts, over a minimum 5-day period (typically 30 days), were made to reach a sampled number. Once any contact was made at a residence, as many calls as necessary were made to reach the selected adult, or confirmed adult in the case of cell phone surveys.

### Rings per Attempt

The telephone rang a minimum of five times on each attempt.

### Busy Lines

Busy lines were called back at least twice at 10-minute intervals. If the line was still busy after the third attempt, the number was assigned a "busy" disposition and called during the next available day-part. For example, if a "busy" disposition was assigned during a Monday through Friday 9:00 AM–5:00 PM day-part, the CATI system queued the record for dialing that weekday evening (5:00 PM–9:00 PM).

### Respondent Selection

Once a household was contacted, an adult was selected to participate. For landlines, the questionnaire screener asked for the number of adults in the household, how many of the adults were men, and how many were women. The CATI program then randomly selected one adult to participate. If the selected adult was the person already on the phone, the interviewer proceeded with informed consent and began the interview. If the respondent selected was not the person on the phone, the interviewer asked to speak to that individual.

The cellphone study did not randomly select adults; cell phone respondents were determined to be adults prior to beginning the interview. No proxy interviews were allowed for either the landline or cell phone interview. If the landline or cell phone respondent could not or would not participate, the record was assigned a final disposition and not called again.

No interview was conducted if

- The adult was
  - Unavailable during the survey period.
  - Unable or unwilling to participate.
  - Did not speak English or Spanish well enough to be interviewed.
- A randomly sampled phone number yielded
  - A business.
  - An institution.
  - Group quarters (e.g., nursing or in-patient hospice facilities, college\university residence halls).
  - Other strictly nonresidential space.

### Informed Consent

Once the interviewer verified that he or she was speaking with the selected respondent, he or she read the following informed consent statement to the respondent:

"I won't ask for your name, address, or other personal information that can identify you. You don't have to answer any question you don't want to, and you can end the interview at any time. The interview takes about 15 to 25 minutes and any information you give me will be kept private, to the extent

permitted by law. If you have any questions about this survey, I will provide a telephone number for you to call to get more information.

This call may be monitored or recorded for quality assurance.”

After reading the informed consent, the interview continued, unless the respondent declined to participate.

#### Language of Interviewing

NATS interviewers administered the survey in English and Spanish. If the respondent was unable to complete the interview in English, and preferred a Spanish-speaking interviewer, the call was either transferred to a Spanish-speaking interviewer (if available at the time), or a Spanish-speaking interviewer called the respondent back.

#### Answering Machines and Privacy Managers

Interviewers were prompted to leave answering machine messages or negotiate through privacy managers on the fourth and ninth times. A landline call resulted in a voicemail.

#### Landline Refusal Protocol

The NATS landline refusal protocol followed OSH’s recommended state-level ATS landline refusal protocol. To terminate calling, the protocol required two refusals by a selected respondent, or three refusals by a nonselected respondent.

Once a household or individual refused participation, specially trained refusal conversion interviewers made contact a minimum of 3-days later, to encourage survey participation.

#### Cell Phone

Protocols unique to the cell phone sample are described below. Cell phone sample dialing protocol and day-part attempts were as follows:

*Weekdays:* Monday through Friday: 9:00 AM–5:00 PM: two attempts.

*Weeknights:* Monday through Friday: 5:00 PM–9:00 PM: two attempts.

*Weekends:* Saturday and Sunday: 9:00 AM–9:00 PM: two attempts.

#### Cell Phone Refusal Protocol

On the first refusal by a respondent in the cell phone sample, their record was taken out of dialing and given a terminal refusal disposition.

#### Cell Phone Respondent Safety

A safety screening was asked of cell phone respondents to ensure that by participating in a call on their cell phone, they would not be compromising their safety (e.g., by driving and talking on the phone). While the cell phone survey screener included a safety question, interviewers were trained to schedule a call-back if a respondent indicated at any time during the call that they were driving or doing something that would make it unsafe to stay on the phone.

### Answering Machines and Privacy Managers

Interviewers were prompted to leave answering machine messages or negotiate through privacy managers on the fourth time that a call resulted in voicemail.

### Incentives

Respondents were notified during the informed consent that, if eligible for the survey, they would receive a \$10 gift for participating. Upon completing the interview, respondents were offered a unique Amazon.com gift code in one of three forms—immediate verbal delivery (interviewer would read the gift code to the respondent), delivery via text message, or respondents could call ICF Macro back at their convenience to request the gift code.



## Section IV—Weighting

Weighting of the NATS was conducted by RTI International (Research Triangle Park, NC) under contract with CDC OSH. Complete details of the weighting methodology are provided in the NATS Weighting Methodology report. Copies may be requested from CDC OSH.

## Section V—Outcome Rates

This section defines three outcome rates—a CASRO response rate, a CASRO overall response rate, and a CASRO cooperation rate. In the NATS, both full and partial completes are treated as completes. See Appendix A for the NATS definitions of full and partial completes.

The CASRO response rate assumes that the proportion of eligible cases in the cases with unknown eligibility is equivalent to the proportion of eligible cases in the sum of cases in the sample of which the eligibility or ineligibility could be determined. The CASRO response rate in equation form is

$$\frac{\text{(Number of Completes)}}{\left( \begin{array}{c} \text{Number of telephone} \\ \text{numbers definitely} \\ \text{reaching an} \\ \text{eligible respondent.} \end{array} \right) + \left( \begin{array}{c} \text{Number of telephone numbers} \\ \text{not definitively identified as} \\ \text{reaching or not reaching} \\ \text{an eligible respondent.} \end{array} \right) * \left( \frac{\text{Number of telephone numbers definitely} \\ \text{reaching an eligible respondent.}}{\text{Number of telephone numbers definitely} \\ \text{reaching or not reaching an eligible respondent.}} \right)}$$

An overall response rate assumes that all or almost all telephone numbers in the sample which have been identified as definitely or probably reaching a household also reach an eligible respondent. Following the BRFSS convention, the overall response rate for the NATS assumes that 98% of telephone numbers identified as definitely or probably reaching a household does reach an eligible respondent. Thus, the overall response rate in equation form is

$$\frac{\text{(Number of Completes)}}{\left( \begin{array}{c} \text{Number of telephone} \\ \text{numbers definitely} \\ \text{reaching an} \\ \text{eligible respondent.} \end{array} \right) + .98 * \left( \begin{array}{c} \text{Number of telephone numbers} \\ \text{identified as definitely or} \\ \text{probably reaching a household.} \end{array} \right)}$$

A cooperation rate is a proportion with the number of completed interviews in the numerator and the number of selected respondents who spoke with an interviewer in the denominator.

Table 4 shows the CASRO, overall and cooperation rates. For all states combined and for all telephone numbers, the CASRO rate is 37.6%, the overall rate is 12.3%, and the cooperation rate is 62.3%.

**Table 4. National Adult Tobacco Survey Outcome Rates by State and Phone Type**

State	N	CASRO Response Rate	Overall Response Rate	Cooperation Rate
<b>United States</b>				
Total	2,424,342	37.6%	12.3%	62.3%
Landline	2,027,446	40.4%	15.6%	61.9%
Cell	396,896	24.9%	3.1%	68.7%
<b>Alabama</b>				
Total	43,313	36.3%	11.5%	60.0%
Landline	40,322	36.8%	12.3%	59.7%
Cell	2,991	32.0%	4.1%	70.1%
<b>Alaska</b>				
Total	30,648	46.4%	19.5%	67.1%
Landline	30,104	46.7%	19.9%	67.1%
Cell	544	34.9%	5.1%	68.4%
<b>Arizona</b>				
Total	39,560	37.3%	12.1%	62.0%
Landline	35,636	38.7%	13.7%	61.3%
Cell	3,924	26.0%	4.2%	77.1%
<b>Arkansas</b>				
Total	51,235	41.1%	17.0%	58.7%
Landline	49,279	41.5%	17.8%	58.6%
Cell	1,956	33.8%	4.8%	69.4%
<b>California</b>				
Total	72,424	28.4%	6.5%	62.7%
Landline	38,035	35.2%	11.9%	60.2%
Cell	34,389	21.8%	3.0%	69.9%
<b>Colorado</b>				
Total	37,127	40.3%	13.8%	64.7%
Landline	32,257	42.8%	16.7%	64.3%
Cell	4,870	24.0%	4.4%	70.7%

**Table 4. National Adult Tobacco Survey Outcome Rates by State and Phone Type (Continued)**

State	N	CASRO Response Rate	Overall Response Rate	Cooperation Rate
<b>Connecticut</b>				
Total	40,440	33.6%	10.6%	61.6%
Landline	36,891	35.2%	12.0%	61.5%
Cell	3,549	18.5%	2.2%	65.1%
<b>Delaware</b>				
Total	35,493	36.4%	13.3%	62.8%
Landline	34,556	36.8%	13.7%	62.9%
Cell	937	20.0%	2.9%	58.1%
<b>District of Columbia</b>				
Total	52,698	44.6%	11.9%	68.7%
Landline	51,880	44.9%	12.2%	68.5%
Cell	818	22.5%	4.3%	81.3%
<b>Florida</b>				
Total	63,586	33.1%	8.0%	61.0%
Landline	45,464	37.0%	11.6%	59.0%
Cell	18,122	23.8%	3.3%	71.7%
<b>Georgia</b>				
Total	105,632	35.9%	12.5%	59.7%
Landline	96,530	37.0%	14.0%	59.4%
Cell	9,102	25.5%	4.0%	66.4%
<b>Hawaii</b>				
Total	52,761	37.5%	11.4%	58.3%
Landline	51,293	38.1%	12.0%	58.3%
Cell	1,468	16.8%	3.0%	61.1%
<b>Idaho</b>				
Total	31,537	44.6%	17.2%	64.8%
Landline	29,851	45.5%	18.5%	64.5%
Cell	1,686	29.7%	5.1%	74.6%

**Table 4. National Adult Tobacco Survey Outcome Rates by State and Phone Type (Continued)**

State	N	CASRO Response Rate	Overall Response Rate	Cooperation Rate
<b>Illinois</b>				
Total	51,904	36.3%	9.8%	61.4%
Landline	39,523	39.9%	13.7%	60.7%
Cell	12,381	25.8%	3.2%	66.9%
<b>Indiana</b>				
Total	33,918	38.3%	14.4%	61.7%
Landline	27,750	41.6%	18.8%	60.8%
Cell	6,168	25.8%	3.7%	76.0%
<b>Iowa</b>				
Total	35,345	44.3%	18.2%	63.2%
Landline	32,347	45.5%	20.4%	62.6%
Cell	2,998	36.9%	4.6%	82.6%
<b>Kansas</b>				
Total	28,317	44.7%	18.8%	66.3%
Landline	25,482	46.1%	21.3%	65.9%
Cell	2,835	36.0%	4.6%	76.9%
<b>Kentucky</b>				
Total	36,352	37.7%	12.9%	60.6%
Landline	32,077	39.4%	15.1%	60.5%
Cell	4,275	26.2%	2.9%	64.0%
<b>Louisiana</b>				
Total	185,797	31.2%	9.7%	52.7%
Landline	160,328	32.4%	11.7%	52.5%
Cell	25,469	27.3%	2.3%	58.4%
<b>Maine</b>				
Total	29,167	44.5%	19.3%	64.8%
Landline	27,653	45.5%	20.7%	64.8%
Cell	1,514	26.1%	3.9%	64.3%

**Table 4. National Adult Tobacco Survey Outcome Rates by State and Phone Type (Continued)**

State	N	CASRO Response Rate	Overall Response Rate	Cooperation Rate
<b>Maryland</b>				
Total	40,260	36.5%	11.3%	66.0%
Landline	34,699	38.9%	13.6%	65.5%
Cell	5,561	21.6%	3.4%	72.8%
<b>Massachusetts</b>				
Total	36,380	36.4%	12.2%	63.7%
Landline	29,818	39.5%	15.6%	63.3%
Cell	6,562	24.0%	3.1%	70.5%
<b>Michigan</b>				
Total	43,530	38.6%	11.6%	63.1%
Landline	33,819	43.2%	16.8%	62.6%
Cell	9,711	23.5%	2.9%	68.4%
<b>Minnesota</b>				
Total	32,786	42.2%	15.6%	65.1%
Landline	27,670	45.3%	20.0%	64.8%
Cell	5,116	26.3%	3.6%	70.7%
<b>Mississippi</b>				
Total	47,120	36.2%	11.0%	56.3%
Landline	44,183	36.4%	11.7%	55.9%
Cell	2,937	38.6%	4.1%	73.1%
<b>Missouri</b>				
Total	32,281	39.7%	15.2%	62.4%
Landline	26,521	42.9%	19.6%	61.8%
Cell	5,760	26.9%	3.8%	72.5%
<b>Montana</b>				
Total	27,478	49.3%	21.5%	68.1%
Landline	26,357	49.7%	22.4%	67.9%
Cell	1,121	46.4%	7.1%	83.7%

**Table 4. National Adult Tobacco Survey Outcome Rates by State and Phone Type (Continued)**

State	N	CASRO Response Rate	Overall Response Rate	Cooperation Rate
<b>Nebraska</b>				
Total	36,318	42.5%	15.8%	62.0%
Landline	34,465	43.0%	16.9%	61.6%
Cell	1,853	37.8%	4.7%	82.5%
<b>Nevada</b>				
Total	39,501	34.7%	11.6%	58.5%
Landline	36,895	35.8%	12.8%	58.3%
Cell	2,606	20.4%	2.8%	65.4%
<b>New Hampshire</b>				
Total	28,600	41.8%	17.2%	66.3%
Landline	27,170	42.6%	18.4%	66.2%
Cell	1,430	28.5%	3.1%	75.0%
<b>New Jersey</b>				
Total	145,473	27.6%	5.4%	61.3%
Landline	75,922	35.2%	11.1%	61.3%
Cell	69,551	20.2%	1.7%	61.2%
<b>New Mexico</b>				
Total	37,991	41.5%	13.7%	64.3%
Landline	35,963	42.1%	14.6%	63.8%
Cell	2,028	33.2%	5.0%	81.6%
<b>New York</b>				
Total	56,754	32.4%	8.1%	63.5%
Landline	37,687	38.9%	13.2%	62.6%
Cell	19,067	20.0%	2.9%	67.9%
<b>North Carolina</b>				
Total	39,134	36.8%	12.0%	63.4%
Landline	30,224	41.0%	16.5%	63.2%
Cell	8,910	23.5%	3.5%	65.2%

**Table 4. National Adult Tobacco Survey Outcome Rates by State and Phone Type (Continued)**

State	N	CASRO Response Rate	Overall Response Rate	Cooperation Rate
<b>North Dakota</b>				
Total	33,782	46.4%	21.8%	64.3%
Landline	32,993	46.8%	22.5%	64.2%
Cell	789	32.4%	6.1%	74.4%
<b>Ohio</b>				
Total	42,069	36.9%	12.0%	62.2%
Landline	30,939	41.4%	17.6%	60.8%
Cell	11,130	26.0%	4.0%	72.6%
<b>Oklahoma</b>				
Total	75,784	36.0%	11.4%	61.0%
Landline	49,554	40.0%	17.7%	59.8%
Cell	26,230	32.1%	3.7%	69.0%
<b>Oregon</b>				
Total	30,736	44.9%	17.7%	68.0%
Landline	26,820	47.7%	21.2%	67.7%
Cell	3,916	25.1%	5.9%	71.2%
<b>Pennsylvania</b>				
Total	55,784	35.7%	13.4%	63.5%
Landline	43,514	39.7%	18.3%	63.0%
Cell	12,270	23.5%	3.1%	70.0%
<b>Rhode Island</b>				
Total	29,842	37.6%	15.4%	62.5%
Landline	28,730	38.2%	16.2%	62.3%
Cell	1,112	25.0%	3.3%	81.3%
<b>South Carolina</b>				
Total	86,096	38.7%	15.8%	61.7%
Landline	81,667	39.6%	17.1%	61.7%
Cell	4,429	23.7%	3.1%	65.2%

**Table 4. National Adult Tobacco Survey Outcome Rates by State and Phone Type (Continued)**

State	N	CASRO Response Rate	Overall Response Rate	Cooperation Rate
<b>South Dakota</b>				
Total	36,169	47.6%	20.0%	64.1%
Landline	35,198	47.8%	20.7%	63.8%
Cell	971	42.2%	6.5%	84.2%
<b>Tennessee</b>				
Total	39,348	36.9%	12.2%	61.5%
Landline	33,292	39.7%	15.3%	61.2%
Cell	6,056	22.2%	3.1%	67.6%
<b>Texas</b>				
Total	67,211	33.6%	8.0%	61.7%
Landline	44,926	39.1%	12.8%	60.4%
Cell	22,285	23.0%	3.2%	67.3%
<b>Utah</b>				
Total	33,315	43.3%	17.7%	65.5%
Landline	30,834	44.5%	19.6%	65.1%
Cell	2,481	29.2%	5.3%	76.1%
<b>Vermont</b>				
Total	24,872	49.1%	22.3%	72.2%
Landline	24,098	49.9%	23.4%	72.1%
Cell	774	29.1%	4.4%	82.1%
<b>Virginia</b>				
Total	45,812	36.5%	12.2%	64.0%
Landline	38,228	39.4%	15.2%	63.5%
Cell	7,584	23.2%	3.4%	70.5%
<b>Washington</b>				
Total	36,839	40.3%	13.5%	66.1%
Landline	30,425	44.0%	17.5%	65.5%
Cell	6,414	22.9%	4.3%	72.3%



**Table 4. National Adult Tobacco Survey Outcome Rates by State and Phone Type (Continued)**

State	N	CASRO Response Rate	Overall Response Rate	Cooperation Rate
<b>West Virginia</b>				
Total	26,396	36.1%	14.9%	61.2%
Landline	24,419	37.2%	16.2%	60.9%
Cell	1,977	26.0%	3.5%	73.8%
<b>Wisconsin</b>				
Total	30,965	41.9%	16.2%	64.4%
Landline	25,409	44.4%	20.3%	64.1%
Cell	5,556	32.8%	3.8%	67.9%
<b>Wyoming</b>				
Total	28,462	47.5%	19.6%	67.3%
Landline	27,749	47.7%	20.1%	67.1%
Cell	713	47.9%	6.2%	87.0%

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## **Appendix A: NATS Definitions and Calling Rules for Complete and Partially Complete Interviews for Landline and Cell Phone Surveys**

### 110 Landline: Complete

*Definition:* Selected respondent meets the criteria for a partial complete and has completed the interview through the last question.

*Calling Rules:* Give final disposition code<sup>8</sup> upon completion of interview.

### 120 Landline: Partial complete

*Definition:* Four or more questions from among gender, age, multiple race, Hispanic origin (Hispanic), marital status, education, employment, and “Do you have more than one landline telephone number in your household?” (telnosgt1) have been answered with a response other than Don’t Know/Not Sure (7, 77, or 777) or Refused (9, 99, or 999).

*Calling Rules:* Make a second attempt to fully complete the interview after first refusal or termination. Give final disposition code if second attempt to fully complete the interview is unsuccessful. Give final disposition code on the 15<sup>th</sup> or subsequent call attempt even if there is only one occurrence of a refusal or termination.

Note: A partial complete counts as a completed interview.

### 110 Cell Phone: Complete

### 120 Cell Phone: Partial complete

Cell phone respondents are not asked the landline telephone question (telnosgt1), thus cell phone interviews are defined as complete/partial if they answer three or more questions from among gender, age, multiple race, Hispanic origin (Hispanic), marital status, education, and employment with a response other than Don’t Know/Not Sure (7, 77, or 777) or Refused (9, 99, or 999).

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<sup>8</sup> The American Association for Public Opinion Research. 2009. *Standard Definitions: Final Dispositions of Case Codes and Outcome Rates for Surveys*. 6th edition. AAPOR.

## Appendix B. Advance Letters (English and Spanish)

[DATE]

Dear Resident,

We are writing to ask for your help with an important study being conducted by the Centers for Disease Control and Prevention (CDC). We are gathering information from adults on health and tobacco. Your phone number was chosen randomly from phone numbers across the United States. ICF Macro, a health research company, will call you. They will identify themselves as calling for the CDC. If the call comes at a busy time, please give the interviewer a better time to call you back.

The interview takes about 15–25 minutes and can be completed when ICF Macro calls or at a later time. You can call, toll-free, 877-363-3246 if you have any questions or if you want to schedule a convenient time for you to complete the interview.

CDC will use the data collected by this study to develop more effective public health programs to help people quit smoking and to help keep people from starting to smoke.

Your participation is completely voluntary, and you may choose not to answer any question or to end the interview at any time. If you do not wish to participate, be assured there is no penalty or loss of benefit to which you may otherwise be entitled. If you do participate, your answers to survey questions will be kept private, to the extent permitted by law. No person or household will be identified in any reports from the study.

We hope you will take the time to help with this important research.

Thank you for your assistance. If you have any further questions, please call 877-363-3246.

Sincerely,

Dana Shelton, MPH  
Acting Director  
Office on Smoking and Health

[DATE]

Estimado residente:

Nos dirigimos a usted a fin de solicitarle su colaboración para un importante estudio que están realizando los Centros para el Control y la Prevención de Enfermedades (Centers for Disease Control and Prevention, CDC). Estamos en proceso de reunir información de adultos sobre la salud y el tabaco, y su número telefónico fue seleccionado al azar de entre números de todos los EE. UU. Una empresa de investigación sobre la salud, ICF Macro, se pondrá en contacto con usted. Para identificarse, le dirán que lo llaman en nombre de los CDC. Si lo llaman en un momento inoportuno, indíquele al entrevistador un horario para que vuelva a llamarlo.

La entrevista lleva entre 15 y 25 minutos, y puede completarse cuando ICF Macro lo llame o bien después. Usted puede llamar a la línea gratuita 877-363-3246 si tiene alguna pregunta o si desea coordinar un momento más conveniente para realizar la entrevista.

Los CDC utilizarán la información recabada en este estudio para desarrollar programas de salud pública más eficaces a fin de ayudarle a la gente a dejar de fumar y a evitar que empiece a hacerlo.

Su participación es de carácter totalmente voluntario. Además, usted puede optar por no responder a alguna de las preguntas o por dar por finalizada la entrevista en cualquier momento. En caso de que no desee participar, tenga la seguridad de que no habrá sanciones ni pérdida de beneficios a los cuales pueda tener derecho de otro modo. Si participa, sus respuestas a las preguntas de la encuesta serán privadas, tal como lo permite la ley. En los informes de este estudio no se identificará a ninguna persona ni familia.

Esperamos que decida dedicar un tiempo para colaborar con esta importante investigación.

Agradecemos su colaboración. Si tiene alguna otra pregunta, llame al 877-363-3246.

Atentamente,

Dana Shelton, MPH  
Acting Director  
Office on Smoking and Health

## Appendix C. National Adult Tobacco Survey Interactive Voice Response Script

*Hello, you have reached the phone line for the National Adult Tobacco Survey, which is sponsored by the US Centers for Disease Control and Prevention, commonly known as CDC. The National Adult Tobacco Survey is an important study about tobacco-related experiences and opinions of **all** adults aged 18 years or older throughout the United States. If you would like to continue in English, please press **1**. Si desea continuar en español marque el **3** ahora.*

- *If you would like to learn more about the study, please **press 1**.*
- *If you would like to speak to a survey representative for more information, to take the survey now, to schedule a time to take the survey, or to decline the survey, please **press 2**.*

### Scripts for the following options:

*1. CDC has contracted with ICF Macro, a health research company, to conduct interviews for the National Adult Tobacco Survey. Phone numbers are randomly selected to be called. Participation in the survey is voluntary, and **answers to survey questions are private, to the extent permissible by law**. The National Adult Tobacco Survey will interview over 98,000 people. This important survey starts in September 2009, and will end by March 2010.*

*If you would like to speak to a survey representative for more information, to take the survey now, to schedule a time to take the survey, or to decline the survey, please press **2**.*

**2. Transfer call to a call room supervisor who will address concerns, attempt to convert the refusal (if necessary), and then remove the number from the study if still requested.**

### **Voicemail box script**

**If no representative is available, caller is routed to the following message on a dedicated Voicemail box:**

*You have reached the private voicemail for the National Adult Tobacco Survey. The survey center is closed or all survey representatives are busy at this time. If you would like to be contacted by a survey representative from ICF Macro, please leave a brief message, including your name, your phone number, and when you would like to be called back. Your interest in this study is greatly appreciated. Thank you and we look forward to talking with you soon.*

## Appendix D. NATS Interviewer Training Topics

*Background, purpose, and data usage*—background on the NATS project, how NATS fits into the context of other state-level ATS work, the purpose of the national data collection effort, and how the NATS data might be used.

*Importance of conducting high-quality interviews*—a review of the interviewer's role in data collection for NATS.

*Fielding schedule and interview targets*—discussion of the monthly fielding schedule and the target number of completes for landline and cell.

*Sample design and source*—overview of how the sample was drawn and generated, where it came from, and how it related to (and affected) fielding and dialing.

*Representing the entire population*—discussion of the sample plan as it pertained to reducing bias, as well as a discussion of random household selection.

*Dialing and survey protocols*—review of the dialing protocol, such as the number of attempts, description of the 3 day-parts (Monday through Friday 9:00 AM–5:00 PM; Monday through Friday 5:00 PM–9:00 PM; Saturday and Sunday 9:00 AM–9:00 PM), answering machine and privacy manager protocols, and the refusal protocol.

*Project team and roles*—introduction of key project team members' names and roles on the project.

*Telephone interviewing skills*—review of basic interviewing skills, including elements of proper telephone interviewing, dealing with refusals, handling problem situations, probing and clarifying, and reading verbatim.

*Overview of the questionnaire*—review of anticipated survey length, challenging questions, terminology and pronunciations of unique or difficult words, and specific response categories. Discuss the differences between landline and cell questionnaires.

*Review of respondent frequently-asked questions and how to respond to them*—included refusal aversion and conversion practice as well as role-play exercises.

*CATI practice time*—during practice, each interviewer worked on a computer terminal and completed each screen of the CATI survey questionnaire. Many different scenarios—such as a variety of respondent reactions, skip patterns, and disposition protocols—gave the interviewer a better understanding of the CATI program and the questionnaire. ICF Macro project management and supervisory staff were on-hand to answer questions, troubleshoot, and assist interviewers.

*Q and A*—discusses the interviewer questions related to the NATS program or any training topic.

## **Section 11, Exceptions and Clarifications**

Per the referenced section of the RFP, ICF requests a modification to Section 46, Indemnification, by the addition of the following language:

“The aggregate liability of Contractor under this Agreement shall not exceed the greater of the amount payable hereunder.”



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: ICF Incorporated, LLC

Authorized Signature: *[Handwritten Signature]* Date: 10/14/2013

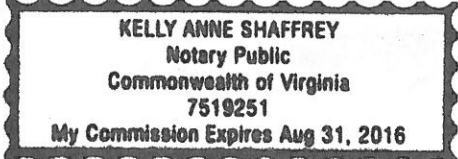
State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 14 day of October, 2013.

My Commission expires August 31, 2016.

AFFIX SEAL HERE



NOTARY PUBLIC *[Handwritten Signature]*  
*Purchasing Affidavit (Revised 07/01/2012)*

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

ICF Incorporated, LLC

\_\_\_\_\_  
(Company)

*Mark J. McNeely*

\_\_\_\_\_  
(Authorized Signature)

Mark J. McNeely, Director, Contracts

\_\_\_\_\_  
(Representative Name, Title)

703-934-3484

\_\_\_\_\_  
(Phone Number)

703-934-3740

\_\_\_\_\_  
(Fax Number)

*10/14/2013*

\_\_\_\_\_  
(Date)

Please refer to the following page.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: BMS14056**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.


**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

ICF Incorporated, LLC  
\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Mark J. McNeely, Director, Contracts  
Authorized Signature

10/14/2013  
\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.