

**CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
BUREAU OF HEALTH PROMOTION AND DISEASE PREVENTION
REQUEST FOR PROPOSALS
FOR THE PROVISION OF PREGNANCY RISK ASSESSMENT MONITORING
SYSTEMS OPERATIONS
PIN: 12FN025900R0X00**

| <u>TABLE OF CONTENTS</u> | | <u>PAGE #</u> |
|---------------------------------|--|----------------------|
| SECTION I | - TIMETABLE | 2 |
| SECTION II | - SUMMARY OF THE REQUEST FOR PROPOSALS | 3 |
| SECTION III | - SCOPE OF SERVICES | 5 |
| SECTION IV | - FORMAT AND CONTENT OF THE PROPOSAL | 10 |
| SECTION V | - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES | 15 |
| SECTION VI | - GENERAL INFORMATION TO PROPOSERS | <u>16</u> |
| ATTACHMENT A | - PROPOSAL COVER LETTER | |
| ATTACHMENT B | - PRICE PROPOSAL FORM | |
| ATTACHMENT C | - ACKNOWLEDGMENT OF ADDENDA | |
| ATTACHMENT D | - DOING BUSINESS DATA FORM | |
| ATTACHMENT E | - NOTICE TO ALL PROSPECTIVE CONTRACTORS | |
| ATTACHMENT F | - SCHEDULE B: SUBCONTRACTOR UTILIZATION PLAN/WAIVER APPLICATION | |
| ATTACHMENT G | - IRAN CONTRACTOR COMPLIANCE FORM | |
| ATTACHMENT H | - WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER | |
| APPENDIX A | - GENERAL PROVISIONS | |
| APPENDIX B | - CDC PROTOCOL | |
| APPENDIX C | - PRAMS SURVEY | |
| APPENDIX D | - CONFIDENTIALITY STATEMENT | |

AUTHORIZED AGENCY CONTACT PERSON

Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:

**Jeannette Soto Pacheco
Office of the Agency Chief Contracting Officer
New York City Department of Health and Mental Hygiene
42-09 28th Street, CN-30A
Long Island City, NY 11101**



SECTION I - TIMETABLE

A. Release Date of the Request for Proposals: March 18, 2013

B. Questions

Questions about this Request for Proposals (“RFP”) can be submitted to the following email address. Please insert “**QUESTION – 12FN0259R0X00**” in the subject line
pramsrfp@health.nyc.gov

Question/Clarification Deadline:

(i) Date: April 5, 2013

(ii) Time: 5:00pm

E-Mail Address: pramsrfp@health.nyc.gov

Answers to all questions asked will be available on the Agency’s website at www.nyc.gov/health on or before April 15, 2013. A list of the questions and answers will also be sent to everyone who picked up or downloaded this RFP.

C. Proposal Due Date and Time and Location:

- **Date:** **April 30, 2013**
- **Time:** 2:00 p.m.
- **Location:** Proposals shall be submitted to the:
 NYC Department of Health and Mental Hygiene
 Office of the Agency Chief Contracting Officer
 2 Gotham Center
 42-09 28th Street, 17th Floor, CN30-A
 Long Island City, NY 11101

DOHMH advises proposers to deliver proposals by hand. E-mailed or faxed proposals will not be accepted by the -Agency.

Proposals received at this Location after the Proposal Due Date and Time are late and shall not be accepted by the Agency, except as provided under New York City’s Procurement Policy Board Rules. The Agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Agency issues a written addendum to the RFP that extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

D. Anticipated Contract Start Date: January 1, 2014

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

The Department of Health and Mental Hygiene (“DOHMH” or “the Agency”) is seeking an appropriately qualified vendor to conduct Pregnancy Risk Assessment Monitoring System (“PRAMS”) data collection and operations.

PRAMS, is an ongoing, population-based risk factor surveillance system designed to identify and monitor selected maternal experiences and behaviors that occur before, during, and shortly after pregnancy, among a stratified sample of mothers delivering a live birth. The Centers for Disease Control and Prevention (“CDC”) initiated PRAMS in 1987 as part of an initiative to reduce infant mortality and low birth weight in the United States. As of 2010, PRAMS is running in 37 states and New York City (“Participating Sites”). These Participating Sites represent approximately 75% of births in the US. CDC requires that Participating Sites use this standard protocol and survey methodology in order to allow for the comparison of statistics among Participating Sites (“CDC Protocol”). The CDC Protocol is annexed to this RFP as Appendix A.

The selected vendor will collect information from approximately 2,200 NYC resident women per year (“Participants”). DOHMH will provide the monthly sample (“Batch”), which will be approximately 183 Participants drawn from NYC birth records and their contact information. Participants will be sampled 2-4 months postpartum and the data collection period for each Batch will last up to 95 days. Batches will overlap, as a new Batch is drawn each month. Data collection is based on the CDC Protocol and will include sending Participants up to 5 pieces of correspondence followed by telephone contact for Participants who do not complete the survey by mail. For the purposes of this RFP a completed interview (hereinafter referred to as “Completed Interview” and “Completion Rate”) will be when a Participant answers at least 95% of the questions in the survey, including questions 1-20. The answers can be provided in the mail survey or over the telephone as per the CDC Protocol. DOHMH will provide random audits and assessments of the survey process to assist with quality control. Additionally, DOHMH will provide the selected vendor with the NYC PRAMS protocol, NYC PRAMS survey, access to CDC PRAMS software systems, and all mailing and training materials.

PRAMS data is used to analyze maternal behaviors and their relationship to adverse pregnancy outcomes, aid in the development of programs designed to identify high-risk pregnancies and reduce racial/ethnic disparities in maternal and infant health, and influence policy development in New York City and State. The CDC requires that Participating Sites obtain a minimum 65% Completion Rate in order for data to be published. Historically, DOHMH has achieved a 70% Completion Rate and is seeking a vendor that can achieve similar results.

B. Anticipated Contract Term

It is anticipated that the term of the contract(s) awarded from this RFP will be from January 1, 2014 to December 31, 2016. The contract may include one five-year (5) option to renew,

contingent on additional funding. The Agency reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

C. Anticipated Available Annual Funding

It is anticipated that the maximum annual funding for the contract awarded from this RFP will be \$200,000. Greater consideration will be given to proposers that propose more competitive prices (in combination with a high quality program).

D. Anticipated Payment Structure

It is anticipated that the payment structure of the contract awarded from this RFP will be based on a combination of line item and deliverables tied to outcomes. However, the Agency will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City's best interest.

The Agency understands that the selected contractor may need financing for start-up costs. Proposers should include this request in their budget and clearly indicate funds as start-up expenses to assist with the initial implementation of this program. The selected contractor may request an advance payment for start-up costs, which will be recouped within the first year of the contract.

SECTION III - SCOPE OF SERVICES AND MWBE REQUIREMENTS

A. Agency Goals and Objectives

The Agency's goal and objectives for this RFP are to:

- i. Obtain confidential, secure and timely PRAMS data collection in line with the CDC Protocol;
- ii. Obtain accurate and complete PRAMS data;
- iii. Obtain a minimum 65% Completion Rate of surveyed respondents.

B. Agency Assumptions Regarding Contractor Approach

The Agency's assumptions regarding which approach will most likely achieve the goals and objectives set out above are:

a. Experience

The contractor would have:

- i. At least two (2) years of experience providing data collection for PRAMS or a similar complex survey using mail and telephone modes of data collection (including, but not limited to, Web-CATI systems) in English, Spanish, and Chinese for a stratified random sample.
- ii. At least three (3) years of experience training and supervising interviewers.
- iii. Demonstrated experience in conducting and managing surveys involving confidential information.

The contractor would also designate one staff person with at least 3 years of experience managing a similar survey as project manager to oversee the implementation of the contract.

b. Organizational Capability

The contractor would have adequate organizational capability to conduct the work. Specifically, the contractor would:

- i. Have at least one centralized facility with a minimum of 5 stations equipped with high speed internet access.
- ii. Have Institutional Review Board ("IRB") approval to conduct PRAMS data collection, if the contractor is a university, research organization, or other similar entity.
- iii. Have the ability to use the CDC PRAMS software systems, which will be provided by CDC. Use of the CDC PRAMS software systems will require Microsoft Office 2000 or higher (Word and Access), a commercial file

compression program that is capable of compression and decompressing most common file types (e.g., PKZip or WinZip).

- iv. Have the ability to use the PRAMS Integrated Data Collection System (PIDS) for conducting telephone interviews which requires high speed internet access.
- v. Have unobtrusive telephone monitoring capacity and, if outside NYC, remote monitoring capacity.

c. Approach

The contractor would:

- i. Hire an adequate number of qualified interviewers by the start date of data collection which will include bilingual Spanish, and trilingual Chinese (Mandarin and Cantonese) interviewers.
- ii. Finalize all training manuals and materials using CDC Protocol as a guide, in advance of interviewer training. DOHMH will review materials to ensure that they comply with CDC Protocol and DOHMH standards.
- iii. Confirm all training plans and schedule with DOHMH so NYC PRAMS staff can attend trainings.
- iv. Provide Interviewer/Supervisor training on CDC Protocol and operations to all contractor staff who will be working on PRAMS.
- v. Conduct Human Subjects Protections Training for all staff.
- vi. Print the survey and all mailing materials using a standard survey created by the Agency.
- vii. Prepare mailings (up to 5 pieces of correspondence) to ~2,200 NYC Participants annually based on CDC Protocol.
- viii. Ensure accurate materials are included and mail is addressed to correct Participant.
- ix. Propose an incentive for Participants to provide a Completed Interview (e.g. DOHMH currently sends all Participants a Metrocard valued at \$25.00 with the first mailing of the survey).
- x. Track results of mailings to determine need for follow-up mailings using CDC PRAMS software system (“Mailing Tracking Results”).
- xi. Enter mail survey responses into CDC PRAMS software system.
- xii. Conduct quality assurance and quality control of the data to ensure accuracy.
- xiii. Make telephone calls (up to 15 attempts per valid telephone number based on protocol) to all Participants who do not complete the mail survey by the time telephone phase of data collection begins using CDC PRAMS Integrated Data Collection System.
- xiv. Provide each sampled woman with at least two daytime, two afternoon, and six evening and weekend calls.
- xv. Ensure telephone interviewers adhere to CDC Protocol including, but not limited to, all telephone interviewers must be female.
- xvi. Maximize the response rate with a minimum of 1,440 Completed Interviews.
- xvii. Create a secure File Transfer Portal (FTP) site for transferring confidential files to and from DOHMH.

- xviii. Prepare and submit all data files and batch submission reports for submission to CDC within 2 weeks of the end of data collection for each Batch, based on CDC Protocol (“Batch Submission”).
- xix. Communicate with DOHMH staff bi-weekly via telephone and/or email to update DOHMH on Batch progress (including response rates, difficult interviews, and staffing and/or training issues).
- xx. Review and implement audit and assessment findings provided to contractor from DOHMH
- xxi. Attend and participate in NYC PRAMS annual Steering Committee Meeting in NYC and the biannual CDC PRAMS National Conference (location TBD).
- xxii. Participate in CDC and NYC PRAMS trainings and workshops as needed to remain up-to-date on PRAMS operations.
- xxiii. Ensure that all contractor employees working on the PRAMS survey sign the Confidentiality Statement annexed to this RFP as Appendix C.

C. Agency Determination Regarding Performance-Based Payment Structure

The Agency’s assumptions regarding the performance-based payment structure that will most likely assure that the selected proposer will perform the work under the contract awarded from this RFP in a manner that is cost-effective for the Agency and most likely to achieve the Agency’s goals and objectives set forth above, is as follows:

- i. The total number of Interviews Completed to be finished on time and within budget
- ii. The contractor will be expected to achieve a minimum 65% Completion Rate

D. Participation by Minority Owned and Women Owned Business Enterprises in City Procurement

The contract resulting from this Request for Proposals will be subject to Local Law 129 of 2005, the Minority-Owned and Women-Owned Business Enterprise (M/WBE) program. Please refer to Attachments E and F for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms.

Note: As fully explained in the Notice to Prospective Contractors -- part of Attachment E -- if you are planning to file a waiver of the Target Subcontracting Percentage, the waiver must be submitted to the Agency at least seven days prior to the proposal due date and time in order to be timely considered.

E. Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person"

that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form and return it with this proposal, and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

NOTICE TO PROPOSERS

In 2013 the City will be implementing a new web based subcontractor reporting system. Once this subcontractor reporting system is implemented, and the Selected Contractor receives notice of its implementation, the Selected Contractor will be required to list in the system all of the subcontractors that it knows it will use or is already using in the performance of the contract to be awarded. For each subcontractor listed, the Selected Contractor will be required to provide the following information: maximum contract value, description of subcontractor work, start, and end date of the subcontract and identification of the subcontractors industry. Identification of subcontractors in the system along with the required information will be required in order to obtain subcontractor approval under PPB Rule § 4-13 for all subcontractors that have not been approved as of the implementation date. Thereafter, the Selected Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, the Selected Contractor will be required to revise the information in the system.

When the subcontractor reporting system is implemented, the Selected Contractor will receive a written notice from the City which will contain the information the Selected Contractor will need to list its subcontractor and report payments. The Selected Contractor will not be required to comply with the requirements set forth herein until such notice is issued. The Selected Contractor will have 30 days from the date of the notice to list its current subcontractors for which it has already received Agency approval, if any. Thereafter, for those subcontractors that

have not yet been approved by the Agency, subcontractor's will have to be listed in the system in order to obtain the require Agency approval.

Failure of the Selected Contractor to list a subcontractor and/or report to subcontractor payments in timely fashion may result in the Agency declaring the Selected Contractor in default if the Contract and may subject the Selected Contractor to liquidated damages in the amount of \$100 per day for each day that the Selected Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. The Selected Contractor hereby agrees to these provisions and acknowledges that they will become effective on the date set forth in the notice.

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½” X 11” papers. The City of New York requests that all proposals be submitted on paper with no less than 30% postconsumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive.

A. Proposal Format

1. Proposal Cover Letter

The Proposal Cover Letter (Attachment A) transmits the proposer’s Proposal Package to the Agency. It should be completed, signed and dated by an authorized representative of the proposer.

2. Program Proposal

The Program Proposal is a clear, concise narrative that addresses the following:

a. Experience

Describe the successful relevant experience of the proposer, each proposed sub-contractor if any, and the proposed key staff in providing the work described in Section III - Scope of Services of the RFP. Demonstrate the proposer’s successful experience:

1. Providing data collection for PRAMS or a similar complex survey (stratified random sampling without replacement with mixed mode of data collection) in English, Spanish, and Chinese. Greater consideration will be given to proposers with at least two (2) years’ experience.
2. Conducting and managing of confidential information for a survey.
3. Training and supervising interviewers. Greater consideration will be given to proposers with more than three (3) years’ experience.
4. The contractor has at least one staff person with at least 3 years’ experience managing a similar survey to oversee implementation of this contract.
5. In addition:
 - 5.1. Attach at least three (3) written relevant letters of reference, including the name of the reference entity, a brief statement describing the relationship between the proposer or proposed sub-contractor, as applicable, and the reference entity, and the name, title and telephone number of a contact person

at the reference entity, for the proposer and each proposed sub-contractor if any.

- 5.2. Attach for each key staff position a resume and/or description of the qualifications that will be required.

b. Organizational Capability

Demonstrate the proposer's organizational (i.e., programmatic, technical, managerial and financial) capability to perform the work described in Section III – Scope of Services of the RFP. Specifically address the following:

1. Describe and demonstrate that the contractor has at least 5 stations equipped with high speed internet access.
2. Attach IRB approval to conduct PRAMS data collection, if the contractor is a university, research organization, or other similar entity.
3. Describe and demonstrate the proposer's ability to use CDC PRAMS software systems.
4. Describe and demonstrate the proposer's ability to access the PRAMS Integrated Data Collection System for conducting data collection and data entry.
5. Describe telephone monitoring capacity and, if outside NYC, remote monitoring capacity.
6. In addition:
 - 6.1. Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer's organization.
 - 6.2. Attach a copy of the proposer's latest audit report or certified financial statement, or a statement as to why no report or statement is available.

c. Proposed Approach

Describe in detail how the proposer will provide the work described in Section III – Scope of Services of this RFP and demonstrate that the proposer's proposed approach will fulfill the Agency's goals and objectives. Specifically address the following:

1. Describe means to maximize the response rate, with a minimum of 1,440 Completed Interviews, and ensure accuracy of all results and data collection by the proposer's quality assurance and quality control programs.
2. Describe any additional measures to enhance the project. The deliverable schedule for the first year assumes a contract start date of January 1, 2013, and end date of December 31, 2013 or sooner, with a minimum of 1,440 completed interviews. If the start date is later, the schedule of deliverables will be adjusted. Therefore, address your capacity to complete the work within period with a

beginning date of January 1, 2013 and end date of December 31, 2013 or sooner for the first year if this should be required.

3. Describe your technical understanding of the CDC Protocol, requirements of Section III. Scope of Services, and requested services through your presentation of relevant literature, systems, and strategies for assuring a successful completion of the survey. The proposer should address how they would accomplish the following as required by the scope of services:
 - 3.1. Communicate with DOHMH staff to resolve issues of importance.
 - 3.2. Propose incentives to increase response and Completion Rate.
 - 3.3. Assure the number of effective call attempts
 - 3.4. Assure a well-staffed and trained pool of interviewers
 - 3.5. Adequately self-monitor all aspects of the contract
 - 3.6. Create and manage secure format to transfer confidential files
 - 3.7. Prepare and submit all data files and batch submissions.
4. Describe how the proposer will remain current on PRAMS issues by attending and participating in CDC and NYC PRAMS training and workshops; including but not limited to, NYC PRAMS Annual Steering Committee Meeting and Biannual CDC PRAMS National Conference.

The Agency's assumptions regarding contractor approach represent what the Agency believes to be the approach most likely to achieve its goals and objectives. However, proposers are encouraged to propose an alternative approach that they believe will most likely achieve the Agency's goals and objectives. Proposers may also propose more than one approach. However, if an alternative approach affects other areas of the proposal such as experience, organizational capability or price, that alternative approach should be submitted as a complete and separate proposal providing all the information specified in Section IV of the RFP.

3. Price Proposal

Proposers are encouraged to propose innovative payment structures. The Agency reserves the right to select any payment structure that is in the City's best interest. For the purposes of comparison, proposers should submit a Price Proposal that meets the standards prescribed below.

a. Proposed Pricing

1. Proposer should complete and submit the Price Proposal annexed to this RFP as Attachment B. The price proposal should reflect the proposer's costs for providing the services described in Section III of this RFP.

4. Performance Based Payment Structure

List and describe proposed performance-based payment components (i.e., specific deliverables tied to outcomes) for providing the work to be performed by the proposer under the contract that could potentially be applied to the contract, in whole or part, as a reliable means for measuring and paying for success, as described in Section III – Scope of Services of this RFP. The Agency’s determination regarding performance-based payment structure represents what the Agency believes to be most likely to achieve its goals and objectives. However, proposers are encouraged to propose alternative measures, incentives and disincentives that they believe will most likely achieve the Agency’s goals and objectives in a cost-effective manner. Proposers may also propose more than one approach. While the proposer’s proposed performance-based payment components may not be scored by the Agency’s Evaluation Committee, they will be considered by the Agency in awarding the contract and structuring its payments to contractors.

5. Acknowledgment of Addenda

The Acknowledgment of Addenda form (Attachment C) serves as the proposer’s acknowledgment of the receipt of addenda to this RFP which may have been issued by the Agency prior to the Proposal Due Date and Time, as set forth in Section I (C), above. The proposer should complete this form as instructed on the form.

B. Proposal Package Contents (“Checklist”)

The Proposal Package should contain the following materials. Proposers should utilize this section as a “checklist” to assure completeness prior to submitting their proposal to the Agency.

1. A sealed inner envelope labeled “Program Proposal,” containing one original set and **five** duplicate sets of the documents listed below in the following order:
 - Proposal Cover Letter Form (Attachment A)
 - Program Proposal
 - Narrative
 - Three (3) relevant letters from references for the Proposer and, if applicable, each Sub-Contractor
 - Resumes and/or Description of Qualifications for Key Staff Positions
 - Organizational Chart
 - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
 - Acknowledgment of Addenda Form (Attachment C)
2. A separate sealed inner envelope labeled “Price Proposal” containing one original set and **five** duplicate sets of the Price Proposal.
 - Price Proposal
 - Price Proposal Form (Attachment B)

- Proposed Performance-Based Payment Structure
3. A separate sealed inner envelope containing:
 - “Subcontractor Utilization Plan” (Attachment F, Schedule B, Part II) or;
 - Approved Waiver of Target Subcontracting Percentage (Attachment F, Schedule B, Part III) or;
 - “Subcontractor Utilization Plan” (Attachment F, Schedule B, Part II) and Approved Partial Waiver of Target Subcontracting Percentage (Attachment F, Schedule B, Part III)
 4. A separate sealed inner envelope labeled "Doing Business Data Form" containing an original, completed Doing Business Data Form (See Attachment D)
 5. A separate sealed inner envelope labeled "Iran Contractor Compliance Form" containing an original, signed and notarized Iran Contractor Compliance Form (See Attachment G)
 6. A sealed outer envelope, enclosing the three sealed inner envelopes. The sealed outer envelope should have two labels containing:
 - The proposer’s name and address, the Title and PIN of this RFP and the name and telephone number of the Proposer’s Contact Person.
 - The name, title and address of the Authorized Agency Contact Person.

SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best programmatic and price terms.

B. Evaluation Criteria

- Demonstrated quantity and quality of successful relevant experience. 40%
- Demonstrated level of organizational capability. 20%
- Quality of proposed approach. 40%

C. Basis for Contract Award

A contract award will be made to the responsible proposer whose proposal is determined to be the highest rated using the above Evaluation Criteria, whose price is below the maximum annual amount as set forth in Section II C of this RFP, and is the most advantageous to the City, taking into consideration such other factors or criteria which are set forth in the RFP. In the event that multiple vendors have the same total average technical score, greater consideration will be given to those vendors offering the lowest prices. Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected proposer and a determination of both vendor responsibility and administrative capability.

SECTION VI - GENERAL INFORMATION TO PROPOSERS

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

C. General Contract Provisions. Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

D. Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Proposer Appeal Rights. Pursuant to the PPB Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

G. Prompt Payment Policy. Pursuant to the PPB Rules, it is the City's policy to process contract payments efficiently and expeditiously.

H. Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

I. Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

J. RFP Postponement/Cancellation. The Agency reserves the right to postpone or cancel this RFP in whole or in part, and to reject all proposals.

K. Proposer Costs. Proposers will not be reimbursed for any costs incurred to prepare proposals.

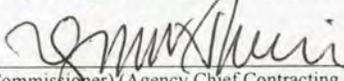
L. **Vendex Fees.** Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the **Department** of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350. The estimated value for each contract resulting from this RFP is estimated to be (less than or equal to \$1 million) (above \$1 million).

M. **Charter Section 312(a) Certification.** [IF APPLICABLE]:

The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Agency. See attached Displacement Determination Form.

The Agency has determined that the contract(s) to be awarded through this Request for Proposals will result in the displacement of New York City employee(s) within this Agency. See attached Displacement Determination Form.

The contract to be awarded through this Request for Proposals is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.


(Commissioner) (Agency Chief Contracting Officer)

3/14/13
Date

Message from the New York City Vendor Enrollment Center
Get on mailing lists for New York City contract opportunities!
-Submit a NYC-FMS Vendor Application - Call 212/857-1680

Local Law 63 Determination Form
(for PSRs or equivalent pre-procurement documents)

If you have any questions about Local Law 63 or about completing this form, please contact David Sugarman at the Mayor's Office of Contract Services (at DSugarman@cityhall.nyc.gov or (212) 442-6362).

There is no presumption of displacement under Local Law 63 if either Part 1 OR Part 2 is checked.

- *If Part 1 is checked/answered, there is no displacement and you need not answer any of the other questions.*
- *If all parts of Part 2 are checked, then you may check Part 2 as a whole and there is no presumption of displacement.*

If you cannot check Part 1 or Part 2, then please complete Part 3 of this form.

If you are unable to check the box for Part 3, then please contact Nicole Rodriguez at the Mayor's Office of Operations (at NRodriguez@cityhall.nyc.gov or (212) 788-9706).

Part 1:

Please specifically identify the core service being procured. For example, if the contract is for the creation of a new IT system, do not say "software engineers"; specify the areas in which they must be proficient (e.g., "Oracle database developers with experience in building major, multi-user systems").

If your contract requires more than one distinct specialty, you may list them. Include *only* roles essential to the contract. Do not list ancillary roles (e.g., administrative support staff on a professional services contract).

The Contractor shall conduct an ongoing risk factor surveillance system from 2,200 women per year, to identify and monitor maternal behaviors that occur before, during, and shortly after pregnancy, using CDC's standard protocol and survey methodology. Required skills are experience providing data collection for complex surveys, experience training and supervising bilingual Spanish, and trilingual Chinese (Mandarin and Cantonese) interviewers, a centralized facility with a minimum of 5 stations equipped with a Web based Computer Assisted Telephone Interviewing, the ability to use Microsoft Office 2000 or higher (Word and Access), a Commercial Zip Program (e.g., PKZip or WinZip), and Internet access in order to access the PRAMS Web-CATI System for conducting telephone interviews.

- The predominant type(s) of work to be done/services to be performed under the contract is/are *not* substantially similar¹ to any work/services actually performed by any employee of this Agency within the past 3 years.

¹ To determine that the work under a contract is "substantially similar" to work being performed in-house (or that has been so performed within the relevant three-year period), the analysis requires more than simply looking at whether the agency has employees in job titles that are in the same general field as those of the contractor. The outside work being procured must be more than just something that vaguely resembles a job title held by an agency employee. Rather, if there are experience or credential requirements for the contracted services, for the displacement analysis to be triggered the agency must have job titles for which substantially similar experience and credentials would also be required and agency employees in those titles during the relevant period who have actually performed the same, similar, or equivalent tasks as the outside contractor, and who have the same level of experience and/or relevant education to the extent that the employee could be reasonably expected to perform the tasks being procured.

If the Agency has employees in job titles that fall within the same general field as that of the contract employees who perform (or have performed) the predominant type(s) services sought by the proposed contract, please explain below why those employees' work is not "substantially similar."

Part 2:

The predominant type(s) of work to be done/services to be performed under the contract *is or are* substantially similar to some work/services actually performed by employees of this Agency within the past 3 years, but there is no displacement.

(Check this box only if both sub-sections below are checked).

There has been no reduction in the number of funded positions for Agency employees who perform (or have performed in the past 3 years) the predominant type(s) of work to be done under the contract and/or services of a substantially similar nature or purpose.

OR

There has been a reduction in the number of funded positions for Agency employees (as described above), but those agency positions did not require at least equivalent levels of credentials, education and/or experience as the requirements of the proposed contract will mandate for employees performing such work/services under the contract.

AND

No spending reductions nor any specific employment actions have been announced by the Agency (or the Mayoral Administration) that could result or have resulted in a decrease in the number of Agency employees who perform (or have performed in the past 3 years) the predominant type(s) of work to be done under the contract and/or services of a substantially similar nature or purpose.

OR

There have been spending reductions and/or specific employment actions announced (as described above), but those spending reductions and/or specific employment actions did not result in (and will not result in) a decrease in the number of Agency employees with at least equivalent levels of credentials, education, and/or experience as the requirements of the proposed contract will mandate for employees performing such work/services under the contract.

Part 3:

If you were not able to check Part 1 or Part 2 (including all of the subsections of Part 2), then you must explain specifically why the Agency has determined that there will be no displacement connected to the proposed contract. Please write this explanation in the box below or on a separate page. You may use your responses to the questions below to help craft your explanation. If you are able to provide an explanation for why the Agency has determined that there will be no displacement connected to the proposed contract, then check the box for Part 3.

- If the Agency has employees in-house that are performing or have performed the "substantially similar" services to those sought by the proposed contract, why does the agency wish to contract out the work?
- Why are the Agency employees that are performing or have performed "substantially similar" work unable to perform the services sought by the proposed contract?
- If such Agency employees are capable of performing the services sought by the proposed contract, is the issue that there just aren't enough such employees?

**ATTACHMENT A
PROPOSAL COVER LETTER**

Pregnancy Risk Assessment Monitoring System

PIN: 12FN025900R0X00

Proposer:

Program Name: _____

Legal Name: _____ **Tax ID #:** _____

Program Address: _____

Mailing Address: _____

Proposer's Contact Person:

Name: _____ **Title:** _____

Telephone: _____ **Fax:** _____

Is the proposal printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?

YES **NO**

Proposer's Authorized Representative:

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

ATTACHMENT C

ACKNOWLEDGEMENT OF ADDENDA

Pregnancy Risk Assessment Monitoring System Operations

PIN: 12FN025900R0X00

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated _____, 2013

Addendum # 2, Dated _____, 2013

Addendum # 3, Dated _____, 2013

Addendum # 4, Dated _____, 2013

Addendum # 5, Dated _____, 2013

Addendum # 6, Dated _____, 2013

Addendum # 7, Dated _____, 2013

Addendum # 8, Dated _____, 2013

Addendum # 9, Dated _____, 2013

Addendum #10, Dated _____, 2013

Part II

_____ No Addendum was received in connection with this RFP.

Part III

Proposer's Name: _____ Date: _____

Signature of Authorized Representative: _____

ATTACHMENT D

DOING BUSINESS DATA FORM

Pregnancy Risk Assessment Monitoring System Operations

PIN: 12FN025900R0X00

Embedded Secure Document

The file <http://www.nyc.gov/html/doh/downloads/pdf/acco/2010/acco-doing-business-data-form.pdf> is a secure document that has been embedded in this document. Double click the pushpin to view.



ATTACHMENT E

NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below.

The Contractor must comply with all applicable M/WBE requirements for this Contract.

Article I, Part A, below, sets forth provisions related to the participation goals for construction and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

1. The **Target Subcontracting Percentage** applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)).

The "**Target Subcontracting Percentage**" is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under \$1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at _____ or via facsimile at (____) _____. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)).

The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under \$1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under \$1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under \$1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, THE VENDOR WILL BE

NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED PLAN TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE VENDOR HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Subcontractor Participation Goals established for this Contract by proposing one or more subcontractors that are M/WBEs for any portion of the Wicks trade work if the amount to be awarded to such M/WBE subcontractor is under \$1 million.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311.

7. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE hired pursuant to such plan, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. Modification of Subcontractor Utilization Plan. A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(a) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;

(d) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(e) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;

(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(h) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

12. If this Contract is for an indefinite quantity of construction or professional services or is a requirements type contract and the Contractor has submitted a Subcontractor Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Subcontractor Participation Goals**, the Contractor will not be deemed in violation of the M/WBE requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Subcontractor Participation Goals** have been established for this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See 6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the Subcontractor Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.

4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of M/WBE's to meet the required **Subcontractor Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements this Section 6-129, including, but not limited any Subcontractor Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract; (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;

(i) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercise rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

- (k) take any other appropriate remedy.

4. Whenever Agency has reason to believe that an MBE or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129), or has violated any provision of Section 6-129, Agency shall notify the commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

5. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

6. The Contractor's record in implementing its Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

ATTACHMENT F

Schedule B – Subcontractor Utilization Plan



THE CITY OF NEW YORK

SCHEDULE B – Subcontractor Utilization Plan – Part I: Agency’s Target

This page to be completed by contracting agency

| Contract Overview | | | | | |
|--------------------------------|--|-------------|------------------------|--|--------------|
| E-PIN | <u>81612P0008</u> | | Project/Program | <u>HEALTH PROMOTION & DISEASE PREVENTION</u> | |
| Procurement Description | <u>Pregnancy Risk Assessment Monitoring Systems Operations</u> | | | | |
| Contracting Agency | <u>DOHMH</u> | | | | |
| Agency Address | <u>49-02 28th Street</u> | City | <u>Queens</u> | State | <u>NY</u> |
| | | | | Zip Code | <u>11101</u> |
| Contact Person | <u>Christophe Hunt</u> | | Title | <u>Contract Manager</u> | |
| Telephone # | <u>347-396-6639</u> | | Email | <u>Chunt1@health.nyc.gov</u> | |

Project Description *(attach additional pages if necessary)*

The project is to conduct the Pregnancy Risk Assessment Monitoring System (“PRAMS”) data collection survey. PRAMS is a population-based risk factor surveillance system designed to identify and monitor selected maternal experiences and behaviors that occur before, during, and after pregnancy, among a stratified sample of mothers. The PRAMS data is used to analyze maternal behaviors and their relationship to adverse pregnancy outcomes; in order to develop programs and policies in New York City and State.

(1) ✓ **Target Subcontracting Percentage**
 Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services. 30.5 %

Subcontractor Participation Goals
Complete and enter total for each Construction or Professional Services, or both (if applicable)

| Group | Construction | Professional Services |
|----------------------------------|--------------|-----------------------|
| Black American | % | 9 % |
| Hispanic American | % | 5 % |
| Asian American | % | No Goal |
| Caucasian Female | No Goal | 16.5 % |
| Total Participation Goals | (2) % | (3) 30.5 % |

SCHEDULE B – Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan

This page and the next (Part II herein) are to be completed by the bidder/proposer. AFFIRMATIONS; Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.

Bidder/proposer AFFIRMS or DOES NOT AFFIRM [statement below]

It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.

Bidder/proposer AFFIRMS that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part I); or

AFFIRMS that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or

DOES NOT AFFIRM

Section I: Prime Contractor Contact Information

Tax ID # _____ FMS Vendor ID # _____
 Business Name _____ Contact Person _____
 Address _____
 Telephone # _____ Email _____

Section II: General Contract Information

1. Define the industry in which work is to be performed.

- **Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance.

This category does not include standard services which may be associated with construction projects but which do not constitute construction, such as trucking, site protection, site security, site surveying, soil testing, extermination, and maintenance/operations.

- **Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

a. Type of work on Prime Contract (Check one): **b. Type of work on Subcontract (Check all that apply):**

Construction Professional Services Construction Professional Services Other

2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts? _____ %

3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract? Yes No

Section III: Subcontractor Utilization Summary

IMPORTANT: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p. 4).

| Step 1: Calculate the percentage (of your total bid) that will go towards subcontracts under \$1M for construction and/or professional services | Subcontracts under \$1M (4) (construction/professional services) | Total Bid/Proposal Value | Calculated Target Subcontracting Percentage |
|--|---|--------------------------|---|
| | \$ _____ | ÷ \$ _____ | x 100 = _____ % |
| <ul style="list-style-type: none"> • Subcontracts under \$1M (construction/professional services): Enter the value you expect to award to subcontractors in dollars for amounts under \$1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2. • Total Bid/Proposal Value: Provide the dollar amount of the bid/proposal. • Calculated Target Subcontracting Percentage: The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under \$1 million for construction and/or professional services. This percentage must equal or exceed the percentage listed by the agency on page 1, at line (1). | | | |

NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 1, Line (1).

SCHEDULE B – cont.

Step 2:

Calculate value of subcontractor participation goals

| | |
|---|---|
| <p>a. Copy value from Step 1, line (4) – the total value of all expected subcontracts under \$1M for construction and/or professional services</p> <p>b.</p> <ul style="list-style-type: none"> • From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services, • If all subcontracts under \$1M are in one industry, enter '0' for the industry with no subcontracts. • Amounts listed on these lines should add up to the value from line a. <p style="text-align: center;">Subcontracts under \$1M by Industry</p> <ul style="list-style-type: none"> • For Construction enter percentage from line (2) from Page 1. • For Professional Services enter percentage from line (3) from Page 1. <p>c.</p> <ul style="list-style-type: none"> • Total Participation Goals Percentages must be copied from Part I, lines (2) and (3). <p>d.</p> | <p>Subcontracts under \$1M (construction/professional services)</p> <p>\$ _____</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>Construction</p> <p>\$ _____</p> <p>x _____ %</p> <p>\$ _____</p> </div> <div style="text-align: center;"> <p>Professional Services</p> <p>\$ _____</p> <p>x _____ %</p> <p>\$ _____</p> </div> </div> |
|---|---|

Step 3:

✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor

✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor

Section IV: Vendor Certification and Required Affirmations

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, as the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this contract; 4) agree and affirm that is a material term of this contract that the Vendor will award subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or if the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any, and the Vendor intends to solicit and obtain the participation of M/WBEs so as to meet the Total Participation Goals unless modified by the Agency.

Signature _____

Date _____

Print Name _____

Title _____

SCHEDULE B – PART III – REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE

Contract Overview

Tax ID # _____ FMS Vendor ID # _____
 Business Name _____
 Contact Name _____ Telephone # _____ Email _____
 Type of Procurement Competitive Sealed Bids Other Bid/Response Due Date _____
 E-PIN (for this procurement) 81612P0008
 Type of work on Prime Contract (Check one):
 Construction Professional Services
 Type of work on Subcontract (Check all that apply):
 Construction Professional Services Other

SUBCONTRACTING as described in bid/solicitation documents (Copy this % figure from the solicitation)

_____ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

ACTUAL SUBCONTRACTING as anticipated by vendor seeking waiver

_____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for construction/ professional services subcontracts valued below \$1 million (each)

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

- Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.
- Vendor subcontracts some of this type of work but at lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.
- Other _____

References

List 3 most recent contacts/subcontracts performed for NYC agencies (if any)

| CONTRACT NO. | AGENCY | DATE COMPLETED |
|--------------|--------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

List 3 most recent contracts/subcontracts performed for other agencies/entities

(complete ONLY if vendor has performed fewer than 3 NYC contracts)

| TYPE OF WORK | AGENCY/ENTITY | DATE COMPLETED |
|---|---------------|----------------|
| _____ | _____ | _____ |
| Manager at agency/entity that hired vendor (Name/Phone No.) | _____ | _____ |
| _____ | _____ | _____ |
| Manager at agency/entity that hired vendor (Name/Phone No.) | _____ | _____ |
| _____ | _____ | _____ |
| Manager at agency/entity that hired vendor (Name/Phone No.) | _____ | _____ |

VENDOR CERTIFICATION: I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith.

Signature: _____ Date: _____
 Print Name: _____ Title: _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____
CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____ Date: _____



NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE
Thomas A. Farley, MD, MPH
Commissioner

ATTACHMENT G

IRAN CONTRACTOR COMPLIANCE

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

- 1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- 2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



**NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE**
Thomas A. Farley, MD, MPH
Commissioner

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 20__

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
____ day of _____, 20__

Notary Public

Dated:



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

ATTACHMENT H

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act (“WPEA”), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner



REPORTING INFORMATION TO THE NEW YORK CITY DEPARTMENT OF INVESTIGATION

If you have information of any corrupt or fraudulent activities or unethical conduct relating to a New York City funded project or contract, contact:

**Department of Investigation (DOI) Complaint Bureau
212-825-5959**

**or by mail or in person at:
DEPARTMENT OF INVESTIGATION
80 MAIDEN LANE, 17th FLOOR
NEW YORK, NEW YORK 10038
Attention: COMPLAINT BUREAU**

**or file a complaint on-line at:
www.nyc.gov/doi**

All communications are confidential.

THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a contractor or subcontractor that has a contract with the City or a City contractor of more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.



**NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE**

Thomas A. Farley, MD, MPH

Commissioner

- To be protected by this law, an employee must report information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract over \$100,000 to DOI or to certain other government officials all of whom must forward the report to DOI.
- Any employee who has made such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.



NEW YORK CITY DEPARTMENT OF
 HEALTH AND MENTAL HYGIENE
 Thomas A. Farley, MD, MPH
Commissioner

APPENDIX A

**GENERAL PROVISIONS GOVERNING CONTRACTS FOR
 CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES**

TABLE OF CONTENTS

DEFINITIONS

Definitions.....1

REPRESENTATIONS AND WARRANTIES

Procurement of Agreement.....2

Conflicts of Interest.....2

Fair Practices.....4

VENDEX.....4

Political Activity.....4

Religious Activity.....5

Unlawful Discriminatory Practices: City Admin. Code § 6-123.....5

Bankruptcy and Reorganization.....5

ASSIGNMENT AND SUBCONTRACTING

Assignment.....5

Subcontracting.....6



LABOR PROVISIONS

Independent Contractor Status.....7
Employees.....8
Removal of Individuals Performing Work.....8
Minimum Wage.....8
Non-Discrimination: New York State Labor Law § 220-e.....9
Non-Discrimination: City Admin. Code § 6-108.....9
Non-Discrimination: E.O. 50 -- Equal Employment Opportunity.....10

RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Books and Records.....12
Retention of Records.....12
Inspection.....12
Audit.....13
No Removal of Records from Premises.....13
Electronic Records.....13
Investigations Clause.....14
Confidentiality.....16

COPYRIGHTS, PATENTS, INVENTIONS AND ANTITRUST

Copyrights.....18
Patents and Inventions.....19
Pre-existing Rights.....19
Antitrust.....19



INSURANCE

Agreement to Insure.....19

Commercial General Liability Insurance19

Professional Liability Insurance.....20

**Workers’ Compensation, Disability Benefits, and
Employer’s Liability Insurance20**

Unemployment Insurance20

Business Automobile Liability Insurance.....21

General Requirements for Insurance Coverage and Policies.....21

Proof of Insurance.....21

Miscellaneous22

PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Reasonable Precautions.....23

Protection of City Property.....24

Indemnification24

Infringement Indemnification24

Indemnification Obligations Not Limited By Insurance Obligation.....24

Actions By or Against Third Parties.....24

Withholding of Payments.....25

No Third Party Rights.....25

CONTRACT CHANGES

Contract Changes.....25

Changes Through Fault of Contractor.....26



TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Termination by the City Without Cause.....26

Reductions in Federal, State and/or City Funding.....26

Contractor Default27

Force Majeure29

Procedures for Termination.....29

Miscellaneous Provisions30

PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Prompt Payment.....31

Electronic Funds Transfer.....31

CLAIMS

Choice of Law.....31

Jurisdiction and Venue.....31

Resolution of Disputes.....31

Claims and Actions37

No Claim Against Officers, Agents or Employees.....37

General Release.....37

No Waiver.....38

APPLICABLE LAWS

PPB Rules.....38

All Legal Provisions Deemed Included.....38

Severability / Unlawful Provisions Deemed Stricken.....38

Compliance With Laws.....38



NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE
Thomas A. Farley, MD, MPH
Commissioner

| | |
|---|-----------|
| Americans with Disabilities Act (ADA) | 38 |
| Voter Registration | 39 |
| Participation in an International Boycott | 41 |
| MacBride Principles | 42 |
| Access to Public Health Insurance Coverage Information | 42 |
| Distribution of Personal Identification Materials | 43 |
| MISCELLANEOUS PROVISIONS | |
| Conditions Precedent | 44 |
| Merger | 44 |
| Headings | 44 |
| Notice | 45 |
| AFFIRMATION | 46 |
| CERTIFICATION BY BROKER | 47 |



APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

DEFINITIONS

Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. “Agency Chief Contracting Officer” or “ACCO” shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. “Agreement” shall mean the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. “City” shall mean The City of New York.

D. “City Chief Procurement Officer” or “CCPO” shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. “Commissioner” or “Agency Head” shall mean the head of the Department or his or her duly authorized representative. The term “duly authorized representative” shall include any person or persons acting within the limits of his or her authority.

F. “Comptroller” shall mean the Comptroller of the City of New York.

G. “Contractor” shall mean the entity entering into this Agreement with the Department.

H. “Days” shall mean calendar days unless otherwise specifically noted to mean business days.

I. “Department” or “Agency” shall mean the City agency that has entered into this Agreement.

J. “Law” or “Laws” shall mean the New York City Charter (“Charter”), the New York City Administrative Code (“Admin. Code”), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. "Procurement Policy Board" or "PPB" shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

L. "PPB Rules" shall mean the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), § 1-01 et seq.

M. "State" shall mean the State of New York.

REPRESENTATIONS AND WARRANTIES

Procurement of Agreement

A. The Contractor represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Contractor) has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Contractor may retain consultants to draft proposals, negotiate contracts, and perform other similar services. The Contractor further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

B. For any breach or violation of the representations and warranties set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Conflicts of Interest

A. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Paragraph B shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

[PARAGRAPHS D-H ARE APPLICABLE ONLY TO HUMAN OR CLIENT SERVICE CONTRACTS.]

D. Except as provided in Paragraph E below, the Contractor's employees and members of their immediate families, as defined in Paragraph F below, may not serve on the Board of Directors of the Contractor ("Board"), or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement.

E. If the Board has more than five (5) members, then Contractor's employees and members of their immediate families may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor's employees and members of their immediate families are prohibited from voting on any such personnel matters, including but not limited to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor's employees and members of their immediate families may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

F. Without the prior written consent of the Commissioner, no person may hold a job or position with the Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. A member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person's relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

domestic partner. For purposes of this Section, a member of the Board is deemed to exercise authority over all employees of the Contractor.

G. If the Contractor has contracts with the City that in the aggregate during any twelve-month period have a value of more than One Million Dollars (\$1,000,000) and such amount constitutes more than fifty percent (50%) of the Contractor's total revenues, then the Contractor must have a minimum of five (5) persons on its Board.

H. Paragraphs D-H of this Section 2.02 apply only if Contractor is a not-for-profit corporation.

Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy or directive, the prices and other material terms set forth in this Agreement which have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

VENDEX

The Contractor represents and warrants that it and its principals have duly executed and filed all required VENDEX Questionnaires and, if applicable, Certificates of No Change, pursuant to PPB Rule § 2-08 and in accordance with the policies and procedures of the Mayor's Office of Contract Services.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

The Contractor understands that the Department's reliance upon the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and represents and warrants that the information it and its principals have provided is accurate and complete.

Political Activity

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Religious Activity

There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Unlawful Discriminatory Practices: Admin. Code § 6-123

As required by Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the City Administrative Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of Fifty Thousand Dollars (\$50,000) that such subcontractor shall not engage in any such unlawful discriminatory practice.

Bankruptcy and Reorganization

In the event that the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven (7) days of filing.

ASSIGNMENT AND SUBCONTRACTING

Assignment

A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

B. Before entering into any such assignment, transfer, conveyance or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's VENDEX questionnaire must be submitted within thirty (30) Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Subcontracting

A. The Contractor shall not enter into any subcontract for an amount greater than Five Thousand Dollars (\$5,000) for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars (\$5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. All subcontracts must be in writing.

B. Prior to entering into any subcontract for an amount greater than Five Thousand Dollars (\$5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Department, a copy of the proposed subcontract shall be submitted to the Department. The proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

do not exceed Twenty-five Thousand Dollars (\$25,000), the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department's receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Department's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.07 and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

D. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

E. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

F. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the City in writing on no less than ten (10) Days notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

G. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

H. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

LABOR PROVISIONS

Independent Contractor Status

The Contractor and the Department agree that the Contractor is an independent contractor and not an employee of the Department or the City. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

Employees

All persons who are employed by the Contractor and all consultants or independent contractors who are retained by the Contractor to perform services under this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement. Nothing in the Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor, or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five (5) Days' written notice. The Commissioner may direct the Contractor not to allow the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Agreement.

Non-Discrimination: New York State Labor Law § 220-e

A. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by New York State Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section.

B. The provisions of this Section shall be limited to operations performed within the territorial limits of the State of New York.

Non-Discrimination: Admin. Code § 6-108

If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by New York City Administrative Code § 6-108, that:



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

A. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

B. It shall be unlawful for any person or any servant, agent or employee of any person, described in Paragraph A above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

C. Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

D. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section shall, upon conviction thereof, be punished by a fine of not more than One Hundred Dollars (\$100) or by imprisonment for not more than thirty (30) Days, or both.

Non-Discrimination: E.O. 50 -- Equal Employment Opportunity

A. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

3. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

5. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services (“DLS”); and

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or
2. Suspension or termination of the Agreement; and/or
3. Declaring the Contractor in default; and/or
4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars (\$100,000) to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules (“CPLR”) 4539(b), including the requirement that the reproduction is created in a manner “which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes.” Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Inspection

A. At any time during the Agreement or during the record retention period set forth in section 5.02, the City, including the Department and the Department’s Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Department's Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section.

No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Electronic Records

As used in this Appendix A, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. 1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. 1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment,



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term “license” or “permit” as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term “person” as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term “entity” as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term “member” as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law (“FOIL”), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Copyrights

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

INSURANCE

Agreement to Insure

The Contractor shall not commence performing services under this Agreement unless and until all insurance required by this Article is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article throughout the term of the Agreement.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, and shall be "occurrence" based rather than "claims-made."

B. Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.

Professional Liability Insurance

A. At the Department's direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars (\$1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain such insurance in the amount of at least One Million Dollars (\$1,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Department.

C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

Workers' Compensation, Disability Benefits, and Employer's Liability Insurance

The Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Unemployment Insurance

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

Business Automobile Liability Insurance

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.

B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Law Department.

B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

C. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

E. The City's limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Proof of Insurance

A. For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall file one of the following within ten (10) Days of award of this Agreement. ACORD forms are not acceptable proof of workers' compensation coverage.

1. C-105.2 Certificate of Workers' Compensation Insurance;
2. U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;
3. Request for WC/DB Exemption (Form CE-200);
4. Equivalent or successor forms used by the New York State Workers' Compensation Board; or
5. Other proof of insurance in a form acceptable to the City.

B. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Department within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Contractor's general liability policy by which the City has been made an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form attached to this Appendix A or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

C. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of Section 7.08 (A) and Section 7.08(B), as applicable.

D. The Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the Commissioner or the New York City Law Department.

E. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner of



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

the New York City Department of Health and Mental Hygiene, Gotham Center, 42-09 28th Street, Queens, New York 11101, and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

B. The Contractor's failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. The Contractor waives all rights against the City, including its officials and employees for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Protection of City Property

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Infringement Indemnification

The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any claim would



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Indemnification Obligations Not Limited By Insurance Obligation

The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided in this Agreement.

Actions By or Against Third Parties

A. In the event any claim is made or any action brought in any way relating to Agreement, other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance which the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five (5) business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

Withholding of Payments

A. In the event that any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. In the event that any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 7 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.



NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE
Thomas A. Farley, MD, MPH
Commissioner

No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officers and employees.

CONTRACT CHANGES

Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. Contractors deviating from the requirements of this Agreement without a duly approved and executed change order document, or written contract modification or amendment, do so at their own risk.

Changes Through Fault of Contractor

In the event that any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

TERMINATION, DEFAULT, AND REDUCTIONS IN FUN-DING

Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Reductions in Federal, State and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Paragraph A, above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than thirty (30) Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven (7) Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor's suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this section shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this agreement as appropriate.

Contractor Default

A. The City shall have the right to declare the Contractor in default:



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Contractor shall have ten (10) Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five (5) business days notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor (“Force Majeure Event”). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section. For termination without cause, the effective date of the termination shall not be less than ten (10) Days from the date the notice is personally delivered, or fifteen (15) Days from the date the notice is either sent by certified mail, return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;
2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;
3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;
4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Electronic Funds Transfer

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the “EFT Vendor Payment Enrollment Form” available from the Agency or at <http://www.nyc.gov/dof> in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section is applicable to contracts valued at Twenty-Five Thousand Dollars (\$25,000) and above.

CLAIMS

Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software, or to termination other than for cause.

2. For construction and construction-related services this Section shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Section shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

specified, within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor initiating the dispute.

3. Agency Head Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this Section. The City may not take a petition to the CDRB. However, should the



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within thirty (30) Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

1. the chief administrative law judge of the Office of Administrative Trials and Hearings (“OATH”) or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section as may be necessary in the execution of the CDRB’s functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer (“CCPO”) or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller’s Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH’s offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH’s offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) Days.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within forty-five (45) Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) Days after the date the parties are formally notified of the CDRB's decision.

6. Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Claims and Actions

A. Any claim against the City or Department based on this Agreement or arising out of this Agreement that is not subject to dispute resolution under the PPB Rules or this Agreement shall not be made or asserted in any legal proceeding, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the certificate for the final payment under this Agreement, or within six (6) months of the termination or expiration of this Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

No Claim Against Officers, Agents or Employees

No claim shall be made by the Contractor against any officer, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

-No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

APPLICABLE LAWS

PPB Rules

This Agreement is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. (“ADA”) and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor’s compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan (“Compliance Plan”) which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). In the event that the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten (10) Days after being directed to do so and shall abide by the Compliance Plan and implement any action



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor's failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Voter Registration

A. Participating Agencies. Pursuant to Charter § 1057-a, if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; the Department of Small Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Health; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. Distribution of Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

1. The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal, or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

2. The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department's request.

3. The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.

4. The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage-paid City Board of Elections voter registration form to or with its application, renewal, recertification, and change of address forms.

5. The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the City or State Board of Elections.

6. For the purposes of Paragraph A of this Section, the word "Contractor" shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section shall not apply to services that must be provided to prevent actual or potential danger to life, health, or safety of any individual or of the public.

C. Assistance in Completing Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

2. In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

3. If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

D. Required Statements. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

2. No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

3. The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

4. The Contractor and the Contractor's employees shall not:

a. seek to influence an applicant's political preference or party designation;

b. display any political preference or party allegiance;

c. make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

d. make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this Section are material conditions of this Agreement.

F. The provisions of this Section do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

Participation in an International Boycott

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 et seq., or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Contractor or a substantially-owned affiliated company thereof,



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Access to Public Health Insurance Coverage Information

A. **Participating Agencies.** Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section applies as provided in Paragraph B of this Section, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. **Applicability to Certain Contractors.** This Section shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of \$250,000 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. "Contractors" to whom this Section applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

application for, or written renewal or recertification of services, or request for change of address form in the daily administration of the subcontractor's contractual obligation.

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter "pamphlet"), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter §1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Distribution of Personal Identification Materials

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 (“E.O. 150”), if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: Administration for Children's Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency’s plans developed pursuant to E.O. 150.

MISCELLANEOUS PROVISIONS

Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Notice

A. The Contractor and the Department hereby designate the business addresses specified at the beginning of this Agreement as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.



**NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE**
Thomas A. Farley, MD, MPH
Commissioner

AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contract except

_____.

Full name of Proposer or Bidder *[below]*

Address _____
City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- A - Individual or Sole Proprietorships
SOCIAL SECURITY NUMBER
- B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER
- C - Corporation
EMPLOYER IDENTIFICATION NUMBER

By _____
Signature

Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer's disqualification. Social Security numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.



**NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE**
Thomas A. Farley, MD, MPH
Commissioner

CERTIFICATION BY BROKER

[Pursuant to Article Seven of Appendix A, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Signature of authorized officer of broker]

[Name of authorized officer (typewritten)]

[Title of authorized officer (typewritten)]

[Contact Phone Number for Broker (typewritten)]

[Email Address of Broker (typewritten)]

Sworn to before me this

_____ day of _____, 201__

NOTARY PUBLIC



APPENDIX B

CDC PROTOCOL

Pregnancy Risk Assessment Monitoring System Operations

PIN: 12FN025900R0X00

1. Introduction

1.1. Purpose of the Pregnancy Risk Assessment Monitoring System (PRAMS)

PRAMS was initiated in 1987 as part of the Centers for Disease Control and Prevention (CDC) initiative to reduce infant mortality and low birth weight. In recent years, the program has been expanded in support of CDC's Safe Motherhood Initiative to promote healthy pregnancies and the delivery of healthy infants. PRAMS is an ongoing, population-based surveillance system designed to identify and monitor selected maternal experiences and behaviors that occur before and during pregnancy and during the child's early infancy among a stratified sample of women delivering a live birth.

Epidemiologic surveillance is the ongoing and systematic collection, analysis, and interpretation of health data used for describing and monitoring a health event or behaviors associated with a health event. This information is used for planning, implementing, and monitoring health programs and for informing policy.

The decision to develop the PRAMS surveillance system was based on research that showed:

- 1.1.1. The US infant mortality rate was no longer declining as rapidly as it had in past years.
- 1.1.2. The prevalence of low birth weight was showing little change.
- 1.1.3. Maternal behaviors such as alcohol and tobacco use and limited use of prenatal care and pediatric care were contributing to the slow rate of decline.

PRAMS was initiated to help state health departments establish and maintain an epidemiologic surveillance system of selected maternal behaviors and experiences. PRAMS was designed to supplement data from vital records and to generate data for planning and assessing perinatal health programs in each participating state. Findings from PRAMS are meant to be used to enhance understanding of maternal behaviors and their relationship with adverse pregnancy outcomes. PRAMS data can also be used to aid in the development and assessment of programs



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

designed to identify high-risk pregnancy and reduce adverse pregnancy outcomes and to inform policy in each participating state.

1.2. History of PRAMS

Funding for PRAMS became available to the Division of Reproductive Health, National Center for Chronic Disease Prevention and Health Promotion, Centers for Disease Control and Prevention in 1987. Funding was made available through cooperative agreements and all state and territorial health departments and the District of Columbia were eligible to apply. In the late summer of 1987, funds were awarded to the District of Columbia, Indiana, Maine, Michigan, Oklahoma, and West Virginia to establish PRAMS surveillance.

The original PRAMS questionnaire was developed in 1987 with the participation of numerous individuals within and outside of CDC. To create the questionnaire, potential topics and questions were identified and researched by staff in the Division of Reproductive Health at CDC. Data collection was initiated in the fall of 1988. Because surveillance methods were not well established for the target population of PRAMS, states were encouraged to experiment with different methodologies. For this reason, the first period of data collection from fall 1988 to summer 1990 was treated as a pilot phase and was referred to as Phase 1.

After one year of data collection, the questionnaire was evaluated and, with input from all participating states, was revised and placed in the field in fall 1990. This questionnaire was known as the Phase 2 questionnaire.

Also at this time, the methodology became more streamlined. The primary conclusion at the time was that mail/telephone surveillance yielded reasonable response rates in most populations. However, the population of minority women who lived in urban areas yielded the lowest response rates. To reach this population of minority women, Michigan successfully piloted a hospital-based data collection activity during Phase 1 in the cities of Detroit and Flint as a supplement to the mail/telephone surveillance. The methodology was modified slightly and became the basis for a standardized hospital supplementation methodology. Due to their unique geographic situation, hospital surveillance without mail/telephone surveillance was initiated in the District of Columbia in fall 1991. The PRAMS tracking software was updated so that one standard version of the software was used by all states. In summer 1990, the new software was installed.

Since the initial phase of PRAMS, the project has undergone substantial growth. In 1990, Alaska approached CDC about establishing a PRAMS project with their state funds. In fall 1990, Alaska became the seventh state to actively collect PRAMS data.

In 1991, additional funds became available through the Infant Health Initiative to expand PRAMS. This second funding cycle for PRAMS was established for five years. A total of 13 states were awarded PRAMS funds at that time: the six original states, six new states (Alabama, Florida, Georgia, New York, South Carolina, and Washington), and Alaska, which had been operating



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

without federal funding. Meanwhile, at the beginning of 1991, California approached CDC about establishing PRAMS surveillance in certain regions of the state using their own funding. Between January and September 1993, the six new states and California began PRAMS data collection. The new states of Alabama (1991 only), California, Georgia, and New York chose to supplement the mail/telephone surveillance with hospital-based data collection.

In fall 1994, the states and CDC convened jointly to determine topic priorities for the questionnaire revision (the Phase 3 questionnaire). For the next year, question modules, known as standard questions, were developed and tested. States were able to choose questions from the standard set when selecting questions for the state-specific sections of the survey. States could also use state-developed questions, those they developed and tested on their own. Thus, the state-specific section of the questionnaire included two types of questions: standard or state-developed. PRAMS states implemented the Phase 3 questionnaire between November 1995 and July 1996.

In fall 1996, funds were awarded for another five-year PRAMS funding cycle. One of the goals at that time was to expand the program into new states. As additional funds were not available to expand while maintaining previous funding levels, CDC decided to reduce the awards to existing PRAMS states and to discontinue support for the costly hospital-based component of data collection. At this time, three existing states discontinued participation in PRAMS. In October 1996, funds were awarded to ten existing states to continue PRAMS activities and to five new states (Arkansas, Colorado, Illinois, New Mexico, and North Carolina) to establish PRAMS surveillance.

After the 1996 awards, the demand for PRAMS continued to be high. In response to numerous requests for unfunded technical assistance (TA) from states that were interested in proceeding with PRAMS without federal funding, CDC brought Louisiana into PRAMS as an unfunded TA state. CDC provided all technical assistance needed to implement the project and Louisiana provided the funding. In 1999, Ohio and Utah started PRAMS under this unfunded TA mechanism.

In 1999, additional funds became available for the expansion of PRAMS into new states. Awards were made for a two-year funding cycle to four new states and one city: Hawaii, Maryland, Nebraska, New York City, and Vermont. In 2000, funding became available to fund two additional states from the 1999 announcement. Delaware and Mississippi were awarded funds at that time. CDC also began providing federal funding for the three states that had been receiving unfunded TA to conduct PRAMS.

In fall 2000, CDC announced expansion of funding for PRAMS under the Safe Motherhood legislation. The value of PRAMS data was well documented and the demand for PRAMS continued to grow. With this funding cycle, CDC had three aims. First, CDC wanted to expand into new states. Funds were awarded to six new states (Michigan, Minnesota, New Jersey, Oregon, Rhode Island, and Texas) as well as the 25 states and cities that were already conducting PRAMS. Second, CDC wanted to allow states an opportunity to develop and implement enhanced surveillance activities. Colorado was awarded funds to develop a component to enhance their



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

standard surveillance activities. Third, CDC wanted to provide an opportunity for states not suited for ongoing surveillance to collect PRAMS data. A point-in-time survey methodology was developed, and Montana and North Dakota were funded to conduct point-in-time surveys.

During this funding cycle, one state ceased operations, Colorado completed its enhanced activities in 2003, and Montana and North Dakota completed their point-in-time projects.

With the same process utilized in previous questionnaire evaluations and revisions, the Phase 4 questionnaire was developed and placed in the field in spring 2000. The Phase 4 questionnaire was arranged in two-column format, with instructions to help respondents move through the questionnaire appropriately. Also, the core and standard questions were integrated. Where appropriate, standard questions that relate to core topics appeared with the core questions. Standard questions on topics not covered in the core, as well as all state-developed questions, remained in a separate section at the end of the survey. Following the major revision, the states were provided an opportunity to revise their state-specific questions for 2002 births. About one-half of the states participated in this optional, mini-revision, and their revised Phase 4 questionnaires went into the field in spring 2002.

The Phase 4 questionnaire was evaluated and revised in 2003 with the Phase 5 questionnaire implemented in the states with 2004 births. The core questionnaire was revised slightly, and several new standard questions were developed for states to choose according to their needs. The layout of the questionnaire remained the same, and states still had the option of inserting specific standards questions within the core section. The Phase 5 questionnaire was evaluated and revised in 2007 with the Phase 6 questionnaire implemented in the states with 2009 births. The Phase 6 questionnaire was evaluated and is being revised for Phase 7 questionnaire implementation in the states with 2012 births.

In 2006, CDC again received funding to expand PRAMS. Funds were awarded to nine new states as well as the 30 states and cities that were already conducting PRAMS. Eight of the new states (Delaware, Massachusetts, Missouri, Pennsylvania, Tennessee, Virginia, Wisconsin, and Wyoming) were funded to conduct ongoing PRAMS surveillance. South Dakota was funded for a point-in-time survey focusing only on their American Indian population. States participating in PRAMS accounted for 75% of all U.S. births.

In fall 2009, CDC PRAMS received additional funding from the CDC Immunization program to collect data on Pandemic Influenza A (H1N1) and seasonal influenza vaccines among pregnant women. The funds supplemented the PRAMS cooperative agreement for states to voluntarily add 12 questions to their PRAMS surveys on receipt of H1N1 and seasonal flu shots during the 2009 and 2010 flu season (September 2009-May 2010 births). CDC PRAMS received additional funding to collect data during the 2010 and 2011 flu season (September 2010-May 2011 births). Thirty (30) states decided to participate. The project included additional data collection efforts from these PRAMS states from December 2009-December 2010. CDC PRAMS provided states with the supplemental survey questions and the protocol for supplemental flu data collection. The



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

purpose of the project is to obtain data to monitor the uptake of seasonal influenza vaccine and the 2009-H1N1 vaccine among pregnant women in PRAMS states. Results from the supplemental data collection can be used to inform program and policies both at the state and national levels, facilitate partnerships, and demonstrate the timeliness and utility of PRAMS data.

In fall of 2011, CDC PRAMS received end-of-year funding to expand PRAMS to 3 additional states (Connecticut, Iowa, New Hampshire). These states were brought on October 1st, in contract with other PRAMS states for whom the grant period started May 1st. With the addition of these 3 states, PRAMS represents 78% of all U.S. births.

PRAMS data collection is primarily conducted by mail with telephone follow-up to nonresponders. Prior to 2006, some states developed their own Computer Assisted Telephone Interviewing (CATI) systems to assist in collecting telephone interviews. Others recorded interviews on paper and later keyed them into data entry software. The dual modes used and the variations in CATI systems developed by the states created data management problems for PRAMS.

In May 2004, CDC PRAMS contracted with Research Triangle Institute (RTI) for the development and support of a standard CATI system. The Web-based CATI system took advantage of automated technology. It collected and generated data files in a consistent manner to facilitate data cleaning and preparation of analysis datasets. All states implemented the standardized CATI during 2006 and 2007. This change in data collection methodology standardized the way telephone interview data are collected across PRAMS states. Full implementation of CATI allowed CDC to provide data to states in a more timely manner, thereby improving the usefulness and effectiveness of PRAMS. Having a more timely and effective surveillance system ultimately supports CDC's mission of promoting healthier pregnancies and reducing poor birth outcomes.

In September of 2011, CDC PRAMS contracted with Science Applications International Corporation (SAIC) for the development and support of a new data collection software system for PRAMS data collection activities. The new system is called PIDS (PRAMS Integrated Data Collection System), and provides a web-based centralized database solution to PRAMS tracking, data entry, data submission, and telephone interviewing activities. The new system replaced PRAMtrac, Comment, WebCATI, QDS and SDN. States implemented the new system in the spring of 2012 in conjunction with the 2012 birth year and the release of the Phase 7 questionnaire.

2. PRAMS Data Collection

2.1. Data Sources

PRAMS data are derived from three sources: birth certificate data, operational data, and questionnaire data. All three sources of data are combined to create a final, weighted PRAMS analysis data set. An analysis data set cannot be produced unless all three sources of data are in place.



- 2.1.1. ***Birth Certificate Data.*** Birth certificates are essential to PRAMS data collection for several reasons. First, they provide the sampling frame from which births are stratified and then randomly selected for PRAMS surveillance. Second, birth certificate information is used to weight PRAMS survey data so that it is representative of the population. Third, birth certificates serve as a source of demographic and clinical information about the sampled mother and the infant.
- 2.1.2. ***Operational Data.*** PRAMS operational data are generated by customized tracking software to assist the Project Coordinator and the Data Manager in PRAMS activities. Operational data are used to calculate response rates and to monitor the quality of operations. They are also used for analysis of PRAMS survey methodology.
- 2.1.3. ***Questionnaire Data.*** Self-reported data are collected by mail and by telephone. The PRAMS questionnaire serves as the principal source of maternal behavioral information for the time before, during, and after the mother's most recent pregnancy.

2.2. Methodology

- 2.2.1. ***Achieving Adequate Response Rates.*** Response rates are crucial to the quality of a surveillance system such as PRAMS, and consequently, to the ability to produce valid scientific analyses. The goal of PRAMS surveillance activities is to obtain completed interviews for 100% of sampled women. Starting with the 2007 data, the minimum acceptable response rate for analysis of PRAMS data is 65% for each sampling stratum; for previous data years the minimum acceptable response rate was 70%.

Because of nonresponse, actual sample sizes for PRAMS must be larger than those needed to achieve a given level of precision in epidemiologic measurements. Larger sample sizes reduce the random component of error in estimates obtained from PRAMS. However, increasing sample sizes does not compensate for response bias. Nonrandom or systematic error from response bias can only be reduced by improving response rates.

In PRAMS, one of the components of the analysis weights adjusts for nonresponse patterns because response rates vary among strata. However, weights may not adequately compensate for low response rates. The nonresponse weight assumes that the average of the answers of the respondents within a particular stratum and response category under consideration is the same as the average of the answers for the nonrespondents in that stratum and response category. Whereas this assumption seems reasonable for strata with response rates of 65% or higher, it becomes increasingly implausible for strata with lower response rates. For strata with response rates below 50%, this assumption is unjustified.

- 2.2.2. ***The Tailored Design Method.*** Studies of survey methodology have established specific techniques that can be used to increase response rates. The principles and practices of the mixed-mode survey methodology incorporated in PRAMS are based primarily on the



Tailored Design Method (TDM). Don Dillman has developed and refined this methodology based on years of research. Dillman served as a consultant to PRAMS during its initial development. He is the author of *Mail and internet surveys: the Tailored Design Method*¹, a follow-up to his book *Mail and telephone surveys: the Total Design Method*². The key features of the Tailored Design Method, listed below, have been demonstrated to improve response rates to mail surveys.

- 2.2.2.1. ***Make multiple and varied contacts.*** Each contact should offer a unique appeal to complete the survey. Using different types of contacts and different messages increases the likelihood of appealing to a broader group of women, and thus, of increasing the response rates.
- 2.2.2.2. ***Provide a token incentive.*** While financial incentives are most effective, they are not possible for some surveys. Other token incentives should be used in those cases. Research has consistently shown that incentives, even small incentives, are more effective than rewards to increase response rates. Note: Although this may have been true at the time of Dillman's publications, recommendations on incentives and rewards have evolved over time as the survey climate has changed. Please refer to Section 2.6b ix for an updated discussion of incentives and rewards.
- 2.2.2.3. ***Develop a "respondent-friendly" questionnaire.*** The questions and instructions should be straightforward and easily understood. This not only increases the likelihood that the person will complete the questionnaire, it also increases the likelihood that valid responses will be provided.
- 2.2.2.4. ***Provide return envelopes with first-class stamps.*** The use of first-class stamps on return envelopes has been shown to increase response rates by 2%-4%. (Note that the use of first-class stamps on the outgoing mail package has no effect on response rates.)
- 2.2.2.5. ***Personalize all correspondence.*** Letters should be addressed to an individual versus a generic title (i.e., Dear Ms. Smith versus Dear Mother).

As suggested by the name, the specific components of the Tailored Design Method can be tailored to address the needs of any particular survey. Each of these features will be discussed in more detail throughout this chapter.

2.3. Mixed-Mode Surveillance

¹ Dillman DA (2000). *Mail and internet surveys: the tailored design method*. John Wiley & Sons, Inc.

² Dillman DA (1978). *Mail and telephone surveys: the total design method*. New York: Wiley-Interscience.



PRAMS surveillance combines two modes of data collection: mail and telephone. Because of the advantages of mail surveillance, particularly cost and (in the case of PRAMS) ready access to mailing addresses, this mode is used as the primary form of data collection. Up to three self-administered surveys are mailed to sampled women. Women who do not respond to the mailings are followed up by telephone and encouraged to complete a telephone interview. Telephone follow-up for mail nonrespondents adds substantially to the number of completed questionnaires that PRAMS states are able to obtain. Aggregate data from 19 PRAMS states for 2000 show that telephone follow-up increased the overall response rate by an average of 15%, with a range of 4% to 25%. In addition, the greatest impact in response rates is observed among hard-to-reach populations.

The combination of multiple contacts and mixed data collection modes has proven effective in increasing response rates in many populations. The specific modes selected for PRAMS complement one another to maximize response rates while minimizing cost. The advantages and disadvantages of each mode are discussed here.

2.3.1. *Advantages and Disadvantages of Mail Surveillance.*

2.3.1.1. *Advantages.*

- 2.3.1.1.1. Data collection by mail is often less expensive than other data collection techniques. Hiring and training interviewers requires more resources than mailing self-administered questionnaires.
- 2.3.1.1.2. Mail questionnaires prevent interviewer bias. When a face-to-face or telephone interviewer varies the way a question is asked, bias and variability are introduced. Because there are no interviewers in a mail survey, this source of bias is avoided.
- 2.3.1.1.3. Mail questionnaires may reduce response bias. Respondents may be more likely to answer difficult, unpleasant, or sensitive questions honestly if the questions are posed on paper rather than in person.
- 2.3.1.1.4. Mailing addresses are readily available from the birth certificates that serve as the PRAMS sampling frame. We assume that the majority of addresses supplied on the birth certificates are correct. PRAMS experience has found that about 7% of mailed questionnaires are returned undelivered. It is often possible to identify alternate addresses for these cases or to identify telephone numbers for telephone follow-up.

2.3.1.2. *Disadvantages.*



- 2.3.1.2.1. Mail surveys tend to have a lower response rate than either telephone surveys or in-person interviews. It is easier not to respond to a mail survey than it is to refuse to respond by telephone or in person.
- 2.3.1.2.2. Literacy or visual impairment may be issues that prevent some women from responding to a self-administered survey.
- 2.3.1.2.3. Unlike interviewer-administered surveys, mail respondents cannot ask for clarification regarding questions they do not understand.
- 2.3.1.2.4. Researchers cannot be sure of the identity of the respondent (i.e., that the sampled woman is the person actually filling out the questionnaire).

2.3.2. *Advantages and Disadvantages of Telephone Surveillance.*

2.3.2.1. *Advantages.*

- 2.3.2.1.1. Telephone interviews tend to yield higher response rates than mailed surveys.
- 2.3.2.1.2. Telephone interviews provide an opportunity for women with low levels of literacy to participate.
- 2.3.2.1.3. Telephone interviews are less expensive and require fewer staff than contacting women for face-to-face interviews.

2.3.2.2. *Disadvantages.*

- 2.3.2.2.1. Interviewer bias may be introduced if questions are asked differently between interviewers or if the same interviewer varies the way questions are asked between interviews.
- 2.3.2.2.2. In contacting individuals by telephone, several barriers exist that may introduce response bias:
 - 2.3.2.2.2.1. Some individuals, usually those in low-income households, do not have telephones or service may be disconnected.
 - 2.3.2.2.2.2. For those women who do have telephones, locating working numbers may be difficult. Telephone numbers are not normally available from birth certificates, and access to up-to-date sources of telephone numbers may be difficult.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

- 2.3.2.2.2.3. Many women are using cell phones exclusively (no LAN lines in the home), and there is no directory available to access these numbers.
- 2.3.2.2.2.4. Individuals with unpublished numbers and individuals who have the ability to screen incoming calls (or filter them thru Privacy Director) may be difficult to contact. Both of these situations have become more common in recent years. These are often attempts to minimize unwanted intrusions by telemarketers, and they may negatively impact the ability of PRAMS interviewers to reach women.

2.4. Data Collection Instruments

2.4.1. *Historical Development of the PRAMS Questionnaire.*

The PRAMS questionnaire has been revised several times throughout the life of the project. In all cases, the development of the questionnaire has been a collaborative process between participating states and CDC. Potential topics and questions are identified and researched by staff in the states, staff in the Division of Reproductive Health at CDC, or in some cases, by other maternal and child health colleagues.

The questionnaire consists of core questions, which are included on all states' surveys. In addition, states may add additional questions that address topics of interest. For the first two phases of the survey, each state developed its own questions (state-developed questions) to add to the survey. Beginning with the Phase 3 survey, a set of standard questions was developed. States are able to choose questions from the standard set when selecting questions for their state-specific sections of the survey. They can also use state-developed questions, those they have developed on their own. Thus, the state-specific section of the questionnaire can now include two types of questions: standard or state-developed.

The first questionnaire, known as the Phase 1 questionnaire, was in the field from fall 1988 to summer 1990. The Phase 2 questionnaire was in the field from fall 1990 through 1995. Beginning in 1994, a comprehensive evaluation and revision of the questionnaire was undertaken, and the resulting Phase 3 questionnaire was in the field from fall 1995 through 1999. While selected questions were retained, revised, added, or deleted during each revision, the basic structure of the questionnaire remained the same. Each state used all core questions, which followed a chronological order through the pregnancy and early infancy of the baby. These were followed by state-added questions (standard or state-developed), which again followed a chronological order.

Another comprehensive revision was undertaken in 1999. In addition to evaluating and revising the content of the questionnaire, the questionnaire structure also underwent a major revision. Based on current survey research, the Phase 4 questionnaire was arranged



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

in two-column format, with well-placed instructions to help respondents move through the questionnaire appropriately. Also new in the Phase 4 questionnaire was the integration of core and standard questions. Where appropriate, standard questions that relate to core topics appeared with the core questions. Standard questions on topics not covered in the core, as well as all state-developed questions, remained in a separate section at the end of the survey. The resulting Phase 4 questionnaire went into the field with 2000 births.

In 2001, an optional “mini-revision” was offered for the first time. States were given the opportunity to make limited changes to their Phase 4 questionnaires. The scope of the revision was limited to a maximum of six standard or state-developed questions. New questions could be added, and questions could be revised or dropped only if the state had at least two years of data. Eleven states chose to participate in this “mini-revision,” and their revised Phase 4 surveys were placed in the field in 2002.

Periodic reviews and revisions of the PRAMS questionnaire are an important part of maintaining data quality and usefulness. At the end of 2002, the evaluation of the Phase 4 questionnaire began. As before, the revision was a collaborative process between PRAMS states and CDC. Existing questions were evaluated and revised as necessary, new topics were explored, and new standard questions were solicited from maternal and child health colleagues. For Phases 5 and 6, the content of the core changed slightly, and several new standard questions were developed and tested thoroughly. States still had the option of inserting selected standard questions within the core section, but many standards and all state-developed questions were placed at the back of the questionnaire. CDC PRAMS developed guidelines on the order of the state-selected questions. Implementation of the Phase 5 questionnaire occurred in 2004, implementation of the Phase 6 questionnaire occurred in 2009, and the Phase 7 questionnaire will be implemented in 2012.

During Phase 6, supplemental survey questions about the Pandemic Influenza A (H1N1) and seasonal influenza were implemented from December 2009-December 2010. Thirty-one states added 12 questions to their PRAMS surveys on receipt of H1N1 and seasonal flu shots during the 2009 and 2010 flu season (September 2009 – May 2010 births). The questions were developed with input from the CDC’s Immunization Program. Because the questions were added after the Phase 6 survey was printed and fielded, the new questions were printed on a separate page and attached to the last page of the survey booklet. The additional questions were read at the end of the regular survey to phone respondents. An updated and revised supplemental about seasonal flu continued to be appended to the mail and phone surveys beginning in December 2010; this will again be revised in December 2011. Core questions about flu will added to the Phase 7 survey, and use of a flu supplement will be discontinued when Phase 7 is implemented in April 2012.

2.4.2. *Criteria for Selection of Questions.* The following criteria are used to determine the content areas of the questionnaire:



- 2.4.2.1. The usefulness of the information to develop and target specific interventions to reduce infant morbidity and mortality.
- 2.4.2.2. The likelihood that valid information can be collected from the mother two to six months after delivery.
- 2.4.2.3. The estimated prevalence of the behavior, attitude, or experience.
- 2.4.2.4. The strength of the association between the behavior, attitude, or experience, and infant morbidity and mortality.
- 2.4.2.5. The availability of state-level information from other data sources.
- 2.4.2.6. The importance of the information as a covariate for the association between the behavior, attitude, or experience, and infant morbidity and mortality.
- 2.4.2.7. The likelihood that sensitive information can be elicited from the mother.
- 2.4.2.8. The state's need for the information for the year 2010 health objectives or other program needs.

2.4.3. *Types of Questions on the PRAMS Questionnaire.*

- 2.4.3.1. ***Core Questions.*** The core questions are used by all states and provide data that can be used for comparisons of maternal behaviors between the states. Phase 5 core questions include (but are not limited to) the following topics:

- 2.4.3.1.1. Insurance coverage
- 2.4.3.1.2. Contraception
- 2.4.3.1.3. Pregnancy intention
- 2.4.3.1.4. Perinatal substance use (alcohol and tobacco)
- 2.4.3.1.5. Prenatal care (content, barriers, timing, source)
- 2.4.3.1.6. Psychosocial stressors
- 2.4.3.1.7. Complications of pregnancy and delivery
- 2.4.3.1.8. Sources and level of household income
- 2.4.3.1.9. Breastfeeding
- 2.4.3.1.10. HIV testing

- 2.4.3.2. ***Standard Questions.*** Standard questions are often reflective of topics of interest to a majority of PRAMS states, and these questions can be used to provide comparisons among states that choose them. Standard questions may be developed by CDC, PRAMS states, or other maternal and child health colleagues, and they are pretested and field tested by CDC. The use of standard questions simplifies and



speeds up the question revision process at the state level since they are finalized and tested by CDC. Standard questions include (but are not limited to) the following topics:

- 2.4.3.2.1. Prenatal care (content, satisfaction)
- 2.4.3.2.2. Fertility and contraception
- 2.4.3.2.3. Maternal physical and mental health
- 2.4.3.2.4. Social support and services
- 2.4.3.2.5. House and household characteristics
- 2.4.3.2.6. Infant health care
- 2.4.3.2.7. Breastfeeding
- 2.4.3.2.8. Injury prevention
- 2.4.3.2.9. Physical activity
- 2.4.3.2.10. HIV testing

2.4.3.3. ***State-Developed Questions.*** States have the opportunity to supplement the standard questions they select with questions that address additional issues of particular importance to their individual states. State-developed questions are developed and pretested by the state, and are incorporated into the state-specific portion of the questionnaire.

2.4.4. ***Development of Questions.*** Question development and testing is a field unto itself. Extensive literature is available on the subject, and CDC can provide references upon request. Some basic principles of question development are discussed here. It will be helpful to keep these principles in mind when developing new questions for the PRAMS questionnaire.

2.4.4.1. ***Question Structure.*** For self-administered surveys, open-ended questions can be problematic. First, they are more likely to be left unanswered. Second, it is difficult to get a complete answer because no interviewer is available to probe for more information or for a better understanding of the respondent's initial answer.

In general, closed-ended questions are a better choice for a self-administered questionnaire such as PRAMS. Because the response options of interest are printed on the questionnaire, it is easier to get a thorough response than if the question structure forced the respondent to search her memory for all relevant responses. This is particularly true for the many questions on PRAMS that ask a respondent to identify reasons for engaging in a particular behavior (e.g., reasons for not using birth control).

2.4.4.2. ***Question Wording.*** The wording of a question can impact the way in which a respondent answers. To increase the likelihood that the respondent can understand the question and provide a valid response, keep in mind the following:



- 2.4.4.2.1. Use simple, easily understood words.
- 2.4.4.2.2. Be direct and to the point.
- 2.4.4.2.3. Be specific. For example, if the question is specific to a certain time period, state that explicitly (e.g., “In the last three months of your most recent pregnancy...”).
- 2.4.4.2.4. Use a neutral tone to prevent “leading” the respondent toward one response versus another.
- 2.4.4.2.5. Provide simple, short instructions as necessary (e.g., “Check all that apply” or “Check one answer.”)
- 2.4.4.2.6. Be sure that every respondent can answer the question. If a question does not apply to a group of respondents, a filter question should precede it so that group can skip the question (e.g., “Did you ever breastfeed or pump breast milk to feed your new baby after delivery?”).

The Question Appraisal System (QAS-99), originally developed for the Behavioral Risk Factor Surveillance System (BRFSS), provides a systematic method for evaluating newly developed questions. The QAS-99 is available on the **Inside PRAMS Web site**, and states are encouraged to use it before pretesting state-developed questions.

- 2.4.5. ***Pretesting the PRAMS Questions.*** It is critical to pretest questions before they are placed on the questionnaire. This is true whether the question is newly developed for PRAMS or whether it has been used in another setting (e.g., with another population or with another mode of administration). Pretesting questions often uncovers potential problems that the researcher may not have anticipated. It is much better to discover and correct these problems before one or more years of unusable data are collected. CDC conducts two types of pretesting on newly developed or modified English and Spanish questions; cognitive interviewing and field testing.

Cognitive interviewing. Pretesting PRAMS core, standard, and state-developed questions involves the use of cognitive techniques such as those utilized in CDC's National Center for Health Statistics (NCHS) Questionnaire Design Research Laboratory (QDRL). The respondent must be able to appropriately interpret the question, retrieve relevant information, evaluate the information retrieved, and formulate a response to the question in order to provide a valid response. Unlike traditional field-testing, the cognitive approach involves extensive probing to gain information about how individuals interpret questions and formulate responses. This technique improves the question structure to resemble the way people structure information in their memory, thereby improving questionnaire



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

validity. Revisions to the questions are made based upon the findings of the cognitive interviews.

Beginning with the development of the Phase 3 questionnaire, NCHS/QDRL has pretested the core and standard questions using the cognitive techniques described above. A pretest summary of the Phase 5 questionnaire is available upon request from CDC.

New York City must conduct appropriate pretests on any new or revised state-developed questions that are under consideration for the survey. Questions must be tested for both mail and telephone administration and in both English and Spanish (if applicable). A total sample of 20-25 postpartum women of various sociodemographic backgrounds (i.e., race/ethnicity, education, age) is recommended. Any revisions that are made as a result of initial pretests should undergo additional pretesting. Materials to guide New York City staff in these cognitive interviewing techniques are available on the **Inside PRAMS Web site**; CDC staff are available to discuss these techniques upon request.

- 2.4.6. ***Field Testing the PRAMS Questionnaire.*** Following the cognitive interview pretests, CDC conducts field tests of core and standard questions. This provides an opportunity to ensure that revisions made based on the cognitive testing results are appropriate. Approximately 20-25 women of various sociodemographic backgrounds (i.e., race/ethnicity, education, age) are included in the testing. Respondents are provided with a letter (or oral information for interviewer-administered format) that assures that participation is voluntary and that all responses are anonymous. Field tests are typically carried out in health department clinics and over the telephone to allow testing of both the mail and telephone versions of the survey. Further, field tests are conducted in both English and Spanish.

Because each state questionnaire is different based on the selection of standard and state specific questions, the final step in the testing process is for states to conduct a flow assessment of the final questionnaire. For this step, New York City may use a convenience sample (coworkers, friends, family, etc.) of postpartum women to test its full questionnaire with all standard and state-developed questions inserted appropriately. This provides an opportunity to ensure that the questionnaire flows smoothly as a whole and that the proper skip instructions are in place throughout the questionnaire. Again, both the mail and telephone versions of the survey are tested, as well as English and Spanish versions (if applicable).

- 2.4.7. ***Rationale for Topics on PRAMS Questionnaire.*** Specific data and analytic needs should always determine selection of topics and questions. To ensure that the selection of a question is justifiable and will result in useful data, each PRAMS question is accompanied by a rationale for its inclusion in the questionnaire. These rationales describe the basis or justification for the question, as well as plans for how information from the question will be used.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

2.4.8. ***Mode of Questionnaire Administration.*** Survey methodology emphasizes the importance of using the appropriate questionnaire format for the mode in which the respondent will complete the questionnaire. Because PRAMS employs two modes of data collection, two types of questionnaires are required.

2.4.8.1. ***Format of Self-Administered Questionnaire.*** The self-administered questionnaire is designed so that the respondent can read and fill out the questionnaire without the presence of an interviewer. All instructions and skips are clearly noted in the booklet so that the respondent can complete the questionnaire on her own.

Because the appearance of the questionnaire can influence response rates, it should appear inviting, interesting, and not too long or too difficult to complete. The self-administered questionnaire is restricted to 14 pages. The questionnaire is printed in booklet form on 8½" x 7" pages. Questions are printed on the front and back of each booklet page to increase the number of questions without affecting the perceived size of the questionnaire. A blank page at the end of the questionnaire booklet is reserved for any additional comments the mother may wish to make.

The booklet cover is reserved for the study name, the sponsoring organization, and an eye-catching logo. The name, address, and telephone number (1-800 number if available) of the state health department are printed on the questionnaire in case the addressed return envelope is lost. The issue date or edition number may be printed on the back cover.

2.4.8.2. ***Format of Interviewer-Administered Questionnaire.*** The interviewer-administered questionnaire contains the same questions as the self-administered questionnaire. For telephone follow-up, however, the questions must be reformatted as necessary for oral administration. The interviewer-administered questionnaire includes prompts and instructions for the interviewer that are not read aloud to the respondent. The interviewer-administered questionnaire format ensures that all interviewers deliver questions and instructions uniformly and consistently with the mail questionnaire.

Beginning in 2006, CDC PRAMS began using a standardized Computer Assisted Telephone Interviewing (CATI) system. In 2012, a new CATI system, which is integrated with PRAMS updated data collection software, PIDS, replaced the WebCATI system. CATI is a software program designed to assist with telephone interviewer-administered questionnaires. This is a method by which the interviewer is able to administer the questionnaire and enter data into an electronic database while the interview is being conducted.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Each state's CATI system is programmed with the telephone script for the interviewer to read as an introduction to the mother. The introduction provides the mother with all information she needs to provide informed consent; this is the same information that is presented in the mail cover letters. The hard copy telephone questionnaire is used to program the CATI system to incorporate the appropriate questions, instructions, flow and skip patterns. In addition, the CATI system records the date, time, and result of each call in its Case Management System (CMS), and this information is then downloaded into the operations tracking software, PIDS.

- 2.4.9. **Translations of Questionnaires.** The PRAMS questionnaire is available in English and Spanish. States with a large Hispanic population may choose to utilize the Spanish questionnaire. Formatting and appearance are the same in both languages. CDC translates the PRAMS questionnaire (mail and telephone versions) as well as all accompanying materials (question-and-answer brochure, etc.) into Spanish. Translations of the questionnaires by a single source ensure consistency of question content across all states and populations, and translations of questionnaires by other sources are prohibited for Spanish or any other languages.

NYC uses Spanish and a Chinese language questionnaire. We will use different color covers for the English, Spanish and Chinese surveys for Phase 7.

2.5. General Data Collection Procedures

- 2.5.1. **Timing and Contacts.** While a well-designed questionnaire is crucial for obtaining accurate and reliable data, the questionnaire design itself is but one of several factors contributing to a person's decision to respond to a questionnaire. It is the data collection procedures themselves that have the biggest impact on response rates. One of the key components to Dillman's approach to survey research is to make numerous and varied contacts, which has been demonstrated to increase response rates.
- 2.5.1.1. **Preletter.** This is a brief letter that is sent a few days to one week in advance of the questionnaire. It informs the woman that a survey is forthcoming while providing only minimum detail about the project itself.
- 2.5.1.2. **First Questionnaire Mailing.** The questionnaire is sent with a cover letter that describes the project. Other appropriate materials (e.g., informed consent document, incentive, question-and-answer brochure, resource list, calendar, return envelope) are included as well.
- 2.5.1.3. **Tickler (Reminder Letter).** This letter is sent to nonrespondents 7 to 10 days after the questionnaire to remind the woman to complete the questionnaire and to offer



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

thanks in case she has already replied. A postcard is inappropriate for PRAMS surveillance because the contents of a postcard are not private.

- 2.5.1.4. ***Second Questionnaire Mailing.*** Another questionnaire is mailed one to two weeks after the tickler. A cover letter informs the person that the previous questionnaire has not been returned and includes a stronger appeal for participation. Research does not support the inclusion of another incentive in this mailing packet. However, the informed consent document, question-and-answer brochure, resource list, calendar, and return envelope should be included with this mailing.
- 2.5.1.5. ***Third Questionnaire Mailing (recommended).*** One to two weeks after the second questionnaire is mailed, a third and final questionnaire is mailed to the person. A cover letter informs the person that the previous questionnaire has not been returned and includes a stronger appeal for participation. Research does not support the inclusion of another incentive in this mailing packet. However, the informed consent document, question-and-answer brochure, resource list, calendar, and return envelope should be included with this mailing. For the 2000 sample, 17 of 20 states used a third questionnaire mailing, which added 5% to 11% to the overall response rate.
- 2.5.1.6. ***Alternate Mailing (recommended).*** In the event of an undelivered or returned mailing, an Alternate Mailing can be sent. An alternate mailing will contain the same information that was included in the Mail One Packet. States are required to label an alternate mailing in the operations tracking software, PIDS, and also indicate where alternate mailings will be sent in their regular mailing schedule.
- 2.5.1.7. ***Telephone Follow-up.*** Seven to ten days after the final mailing, telephone calls are initiated with any mail nonrespondents. Multiple telephone calls are made in an attempt to reach the mother and persuade her to complete a telephone interview.

The timing and nature of the mail and telephone contacts is designed to elicit the best response rates possible. The operations tracking software, PIDS, assist in setting and managing the contact schedule.

The box below contains the recommended time frames for each mail and phone activity. Any additional mailings outside of the recommended schedule for all contacts are prohibited. To maintain data integrity, the entire data collection period should not exceed 95 days. Most women are sampled at two to three months after delivery. Assuming that most women are sampled during this time period, a data collection period of 95 days means that the infants are up to six months old when data collection ceases. Because of concerns about recall bias, CDC recommends that questionnaires be completed within six months after delivery, and no questionnaires completed after nine months of delivery will be accepted. With timely sampling



procedures and timely implementation of data collection procedures, very few, if any, questionnaires will be completed beyond six months of the infant’s date of birth.

Below is the recommended schedule for all contacts. “Day 1” in the schedule refers to the day that the preletter is mailed. Subsequent tasks are performed on the scheduled days as the batch progresses.

After reviewing the recommendations below, specify the schedule (i.e., the specific day) that your state will use to conduct PRAMS surveillance activities.

| Action | Recommended Time Frame | New York City Schedule |
|------------------------------|--------------------------------------|------------------------|
| 1. Mail preletter | Day 1 | Day 1 |
| 2. Mail first questionnaire | 3-7 days after preletter | Day 9 |
| 3. Alternate 1 | | |
| 4. Mail tickler | 7-10 days after first questionnaire | Day 18 |
| 5. Mail second questionnaire | 7-14 days after tickler | Day 26 |
| 6. Alternate 2 | | |
| 7. Mail third questionnaire | 7-14 days after second questionnaire | Day 40 |
| 8. Alternate 3 | | |
| 9. Initiate telephone calls | 7-14 days after third questionnaire | Day 57 |
| 10. End data collection | 21-35 days after initiating phone | Day 90 |

NYC PRAMS will use the schedule described above.

2.5.2. **Tracking Software - PRAMS Integrated Data System (PIDS).** The operations tracking software, PIDS, assists in tracking all aspects of data collection. As soon as a monthly sample is drawn from Vital Records, the tracking information is electronically imported into the tracking software. At that point, the contact procedures described above begin. The tracking software is designed to assist with the mail and telephone schedule. The timing between mailings and the duration of the telephone follow-up period are programmed into the tracking software according to the schedule identified above. The software then



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

prompts the user regarding the dates activities are scheduled. If a particular mailing is delayed by more than three days, the software takes that into account and schedules the next activity accordingly, so that the correct timing between activities is preserved. No mailing activity is ever scheduled on a weekend. If a scheduled activity does fall on a weekend day, the tracking software automatically changes the schedule date to the following Monday.

Information on completed and refused mail questionnaires is recorded in the tracking software on a timely basis. The software then uses this information to identify those mothers who are eligible for the next contact activity. Mothers who have responded or refused are excluded from the remaining mail and telephone contact activities.

The tracking software has a mail merge function to manage each mailing; the software sorts the mothers into appropriate categories and prints the corresponding letters. Those mothers whose babies have died receive a special cover letter acknowledging the loss. In addition, for states using Spanish materials, the tracking software sorts women by Hispanic ethnicity and prints two letters for Hispanic women: one in English and one in Spanish.

The operations tracking software will also manage the mail schedule for women who have undelivered mail. These women may be taken out of the regular activity schedule while a new address is located. Once a new address is provided to the software, it will automatically schedule the dates to send another mailing. If a new address is not located before the end of mail phase, the woman will be automatically forwarded to telephone phase with the rest of the nonrespondents.

The operations tracking software is designed to standardize and electronically gather all telephone operational data including the call attempts, scheduling, call-related notes and final call disposition information. The automated tracking system will synchronize the mail, phone, and operations information. For example, woman will be automatically removed from the phone phase once a completed mail survey is documented in the operations tracking system.

2.5.3. *-Dealing with Ineligible Mothers*

Occasionally, staff will discover that a woman who is ineligible for PRAMS has been sampled. While it is extremely rare for an ineligible woman to be sampled, it does happen on occasion. In these cases, it is inappropriate to pursue a response. The mother should be dropped from the sample, using the operations tracking software's "Drop Mom" feature. They are not counted in the computation of response rates. The situations described below correspond to "Drop Mom" codes.

2.5.3.1. *Adoptive Mothers.* The birth mother is the individual who is most qualified to complete the questionnaire. If the adoptive mother's name appears on the birth



certificate, she should be excluded from the sample. If this situation is discovered after the sample is drawn, then the adoptive mother should be dropped from the sample. If the birth mother is sampled, then all attempts should be made to encourage her participation. As the majority of the PRAMS questions are related to the time just before and during the pregnancy, the birth mother is well qualified to answer these questions, and she will be prompted to skip any questions that are related to the health and care of the infant.

- 2.5.3.2. **Surrogate Births.** The survey should be completed by the surrogate carrier (or gestational carrier) and not by the intended mother (the woman who is raising the child). If the intended mother's name appears on the birth certificate, she should be excluded from the sample if possible. If this situation is discovered after the sample is drawn, then the intended mother should be dropped from the sample. If the surrogate carrier is sampled, then all attempts should be made to encourage her participation. As the majority of the PRAMS questions are related to the time just before and during the pregnancy, the surrogate carrier is well qualified to answer these questions, and she will be prompted to skip any questions that are related to the health and care of the infant.
- 2.5.3.3. **Out-of-State Resident.** Only births occurring within the state to residents of the state are eligible for PRAMS. If an in-state birth to a non-resident mother is discovered in the PRAMS sample, then the mother should be dropped from the sample.
- 2.5.3.4. **Still-born Infant.** Only live-born infants are eligible for PRAMS. In rare instances a live birth certificate may accidentally be filed when a fetal death actually occurred. If this situation is discovered after the sample is drawn, then the mother should be dropped from the sample.
- 2.5.3.5. **Duplicate Twin.** The sampling procedures include coding that identifies and randomly selects only one infant from a multiple gestation (multiple births of order 4 and above are excluded altogether). Despite these procedures, occasionally more than one sibling from a multiple gestation is sampled. Matching twins or triplets when the birth certificates fall into separate batches is particularly challenging. If this situation is discovered, the twin/triplet(s) that should have been excluded based on the selection algorithm should be dropped from the sample. If they appear in different batches, the twin/triplet(s) in the later batch should be dropped since it is presumed the mother has already been contacted.
- 2.5.3.6. **Other Ineligibles.** There may be other situations where a mother should be dropped such as a duplicate birth appearing in the sample unrelated to a multiple gestation or a birth occurring out of state.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

2.5.4. *Determining Whether to Pursue a Response for Eligible Mothers*

No mother should be dropped unless she falls into one of the categories above. In some situations it may be inappropriate to pursue a response even though the mother is eligible for PRAMS. In two such situations, deceased and incapacitated mothers, the “Drop Mom” feature is used to indicate no further follow-up for these mothers even though they are not actually dropped from the sample. They will remain in the sample and count as nonresponders to be consistent with standard definitions of nonresponse established by the survey research community. This change went into effect beginning with 2003 weighted data and 2005 PRAMTrac (operations tracking software used through 2011) batch reports. Prior to this time, deceased and incapacitated mothers were completely excluded from response rate calculations.

In all other cases, a response should be pursued. Occasionally, staff will encounter an unusual situation, such as a woman who is incarcerated, who is undergoing drug/alcohol treatment, or who has moved out of the state. While these women may be more difficult to locate, they do meet the eligibility criteria for PRAMS and should *not* be dropped from the sample.

In the process of contacting eligible mothers, a mother or family member may indicate they are not interested in participating in PRAMS or request that no further contact attempts be made. Because participation in PRAMS is voluntary, these requests should be honored. These cases should be recorded as refusals and no further follow-up should be pursued.

2.6. Mail Data Collection Procedures

- 2.6.1. ***Presentation of Mailed Materials.*** Any mail sent to sampled women contains only PRAMS materials and not information regarding other state-specific maternal and child health programs or services.

The TDM stresses the importance of personalizing the survey package to distinguish it from junk mail and to emphasize the importance and legitimacy of PRAMS surveillance to the sampled mothers. Dillman has changed some of his specific recommendations for mailed materials based on research conducted since the original publication of his methodology. Based on the revised TDM, CDC recommends the following to improve mail response rates:

- 2.6.1.1. Names and addresses may be printed directly on the envelopes or may be affixed with a mailing label.
- 2.6.1.2. Use first-class postage (either stamps or postage meters) for outgoing mail. First-class mail is automatically forwarded for up to 90 days if the United States Postal Service (USPS) has a forwarding address. Additionally, “Address



NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

correction requested” or “Forwarding service requested” will ensure that the sender receives the new address for up to one year.

- 2.6.1.3. Avoid bulk (third-class) mail because it can be held temporarily at any distribution center through which it passes (delaying delivery), it is not automatically forwarded or returned (unless return postage is guaranteed), and finally, the bulk rate stamp on the envelope is inconsistent with the personalized image being sought.
- 2.6.1.4. Do not stamp messages to the recipient on the envelope (i.e., “Important materials enclosed”).
- 2.6.1.5. Avoid brightly colored packaging that conveys a marketing image. While personalization of the materials is important, we do not want the mothers to confuse the PRAMS mailings with marketing materials (“junk mail”) that may be readily discarded.
- 2.6.1.6. Keep up with current postal procedures that may influence the likelihood that PRAMS mail is delivered in a timely fashion (i.e., whether the use of punctuation is discouraged or whether certain areas of the envelope are reserved for postal use only).
- 2.6.1.7. Use official letterhead for letters. If data collection is contracted to an outside organization, consider using health department letterhead for the preletter and indicate that an outside organization will be conducting a survey on behalf of the health department.
- 2.6.1.8. Use personal salutations on letters (i.e., “Dear Ms. Smith” instead of “Dear Mother”).
- 2.6.1.9. For cover letters, use handwritten scanned signatures (i.e., scan an image of a signature; cut and paste the cropped image into the cover letter document). Blue ink is preferred if signatures are handwritten or there is a color printer available.
- 2.6.1.10. Provide a toll-free number on each letter so that a woman may call the office if she has any questions.
- 2.6.1.11. Provide a return envelope with a stamp (not a postage meter or business reply envelope). This has been demonstrated to improve response rates and to produce more timely response (which can save costs on future mailings). Note that the recommendation for the return envelope differs from the recommendation for the outgoing envelope as stated above.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

In addition to the above recommendations from the TDM, the words “Pregnancy Risk Assessment Monitoring System” may not be printed on any envelopes that are mailed to women as this violates a woman’s confidentiality; specifically, the word “Pregnancy” is of concern. The acronym “PRAMS” may be used, however.

NYC PRAMS sends all letters on NYC DOHMH letterhead. Project Coordinator, Candace Mulready-Ward’s signature is printed onto all letters in blue ink. We use a 10 ½ x 7 ½ manila envelope for the Mail 1, 2 and 3 mailings, which includes a 10 ½ x 7 ½ manila business reply envelope for returned mail. These envelopes have the DOHMH’s return address imprint. For the preletter and tickler, we use a standard white envelope, with the DOHMH’s return address imprint. We use a clear mailing label to address all correspondence with the mothers.

2.6.2. ***Contents of the First Questionnaire Mailing Packet.*** The following items are included in the first questionnaire mailing packet. All materials included in the mailing packet are also available in Spanish. If your state is using Spanish materials, the Hispanic women in the sample will receive two copies of everything: one copy in English and one copy in Spanish. Maternal Hispanic ethnicity is identified from the birth certificate.

2.6.2.1. ***Questionnaire Booklet.*** A label with the identification (study) number, the batch number, and the type of mailing is attached to the back cover of each questionnaire. The operations tracking software is equipped with an Avery Label feature. This feature can produce a modifiable label so that other requested options (such as a space for writing the date the completed survey is received) may be printed and placed on the label as well.

2.6.2.2. ***Standardized Cover Letter.*** The cover letter for a mailed survey serves several functions:

2.6.2.2.1. Explain the purpose of PRAMS.

2.6.2.2.2. Direct the woman to the informed consent document.

2.6.2.2.3. Encourage the woman’s participation by:

2.6.2.2.3.1. Emphasizing the importance of her individual experiences, and

2.6.2.2.3.2. Stating that she may help to improve the health of mothers and babies by sharing those experiences.

2.6.2.2.4. Describe the participation incentive or reward.



- 2.6.2.2.5. Explain the procedures for completing and returning the questionnaire.
- 2.6.2.3. ***Informed Consent Document.*** All elements of informed consent are provided on the informed consent document. In the event that CDC’s IRB requires changes to the informed consent document, it should be printed as a separate document, and not printed directly on the questionnaire booklet.
- 2.6.2.4. ***Self-addressed Return Envelope With Postage Affixed.*** As mentioned previously, the use of a stamp (versus postage meter or business reply envelope) has been demonstrated to improve response rates and to produce more timely response (which can save costs on future mailings).
- 2.6.2.5. ***Question-and-Answer Brochure.*** A question-and-answer brochure is included in the mail packet to provide additional information about PRAMS. The text of the brochure was designed at the sixth-grade reading level and employs appeals used in the health education literature to encourage people to participate in the survey. The format of the brochure may be state-specific. Topics addressed in the question and answer brochure reflect questions commonly asked by mothers, such as: How was I chosen to participate in PRAMS? Is it really important that I answer these questions? Will my answers be kept private?
- 2.6.2.6. ***Calendar as a Memory Aide.*** A three-year calendar is mailed with the questionnaire to use as a memory aid for recollection of important dates related to pregnancy and delivery that are asked about in the questionnaire.
- 2.6.2.7. ***Resource List.*** Because of concerns that some questions could prompt women to request help from PRAMS staff, a resource list is provided in the mailing packet. This list has a variety of hotline numbers that women can call for assistance if they need it. PRAMS staff are prohibited from providing services or counseling to sampled women, which violates research responsibilities. If a woman does request help for any problem, she should be directed to the resource list. PRAMS staff must remember that they are forbidden to suggest that a woman needs help for any problem (e.g., physical abuse, substance use) if she has not directly asked for it.
- 2.6.2.8. ***Card for Multiple Births (recommended).*** For mothers of multiple births, it is helpful to insert a separate card that states that “Some of the questions are about mothers and some of the questions are about babies. For the questions about babies, please answer for Baby ____.” This card is intended to reinforce that the mother should be answering only for the selected baby.
- 2.6.2.9. ***Participation Incentives or Rewards.*** A participation incentive is something that is included with the questionnaire when it is mailed to each woman in the sample. A



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

reward is something that is given to the respondent after a completed questionnaire is received.

Research has shown that incentives are much more effective than rewards in increasing response rates, even if the incentive has a smaller cash value than the reward. While financial incentives are most effective, material incentives (e.g., picture frames, magnets, pens) work well also, and they are generally easier to administer by government organizations. The incentive should not introduce bias by including public health messages that might influence how a mother responds to the survey. For example, the item should not include messages about smoke free environments, benefits of breast feeding or the best infant sleep position. These materials would, however, be appropriate as a reward.

The incentive should not introduce bias by including public health messages that might influence how a mother responds to the survey. For example, the item should not include messages about smoke free environments, benefits of breast feeding or the best infant sleep position. These materials would, however, be appropriate as a reward.

Over the years, the effectiveness of using incentives and rewards of nominal value has changed. In the 1980's and 1990's the literature indicated nominal amounts were sufficient to encourage respondents and previous PRAMS state experiences confirmed this was true. More recently, however, nominal values are no longer proving to be effective. Operations experiments suggest the higher the value the greater the resulting response rates. States have had to increase the value of incentives and rewards to have an impact. For example, states have employed methods such as offering both an incentive and reward and increasing the value of the incentive to maintain historic levels of response (Example: \$5 - \$20 subway fare card)

Regardless of the value of the incentive, it does need to be appropriate for the sponsoring organization, and useful or appealing to the sample of women. Ideally, one incentive should be used for all women, with the exception of women in the PRAMS sample have lost their infants due to death or other circumstances. CDC recommends using an incentive that is sensitive to these women. If a state selects an incentive that is geared toward the infant, an alternate incentive should be chosen for those women whose babies have died.

Recent research has shown that people have different inherent predispositions to respond based on the saliency of the topic, length of survey, and their own attitude/tolerance towards surveys. If these things could be measured then incentives could be targeted for different population groups; for example a higher incentive amount could be given to the less compliant and little or no incentive to the most compliant to maximize response and minimize operational expenses.^{1,2} It has also been noted that targeted incentives to get the hardest to reach respondents can greatly improve nonresponse bias, since these individuals tend to respond differently than more compliant respondents. There is some debate in the



literature regarding the ethical principles of targeted incentives or rewards³ and CDC recommends that PRAMS projects considering the use of incentives or rewards of unequal value submit their revised state protocol to a local IRB for review and approval.

While incentives are more effective than rewards, some PRAMS states have chosen to use rewards. The above principles apply to rewards as well. States may choose to include description or a list of the rewards available in the mailing.

Examples of PRAMS participation incentives and rewards include prepaid long-distance calling cards, postage stamps, gift certificates for local retailers, sachets, picture frames, baby bibs, coupons for certified birth certificates, and participation in a cash reward raffle.

NYC uses a Metrocard valued at \$20-\$25.00 as an incentive. It is included in the Mail 1 survey.

- 2.6.3. ***Contents of the Second and Third Questionnaire Mailing Packets.*** The PRMAS survey and a letter to participants are included in the second and third mailing packets. An incentive is not included in these subsequent mailings because research has shown that additional incentives do not affect response rates. Like the first questionnaire packet, the Hispanic women in the sample will receive two copies of everything: one copy in English and one copy in Spanish.
- 2.6.4. ***Procedures for Stuffing the Questionnaire Mailing Packets.*** This task is rarely given deliberate consideration. However, Dillman stresses the importance of arranging the materials carefully so that all materials will come out of the envelope together. The goal is to prevent anything from getting inadvertently left in the envelope. Furthermore, the appealing aspect of each enclosure should be apparent upon initial review. The following recommendations are based on Dillman's research into mailing 8.5" x 7" survey booklets with standard business envelopes.
 - 2.6.4.1. Fold questionnaire vertically with the front cover on the outside.
 - 2.6.4.2. Place the incentive (size permitting) on top of the survey. (Incentive is included only with the first questionnaire packet.)
 - 2.6.4.3. Place the informed consent document, question-and-answer brochure, calendar, and resource list (size permitting) underneath the survey.
 - 2.6.4.4. Place return envelope underneath these materials.
 - 2.6.4.5. Place all of these on the middle one-third of the cover letter.
 - 2.6.4.6. Fold the bottom one-third of the cover letter over these items.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

2.6.4.7. Fold the top one-third of the cover letter down.

2.6.4.8. Card for multiple infants

With these procedures, everything can be easily inserted into, and more importantly, removed from the envelope.

NYC uses the procedures described above for our mailings except that we do not fold the survey because we use a 7 ½ x 10 ½ inch mailing envelope.

2.6.5. **Quality Assurance – Stuffing Envelopes.** Because of a number of factors, it is important to make sure that the right materials are in the right envelopes. These factors include:

2.6.5.1. The mother's name appears on the envelope and in the letter. These must match.

2.6.5.2. The questionnaire has an identification number. The number on the questionnaire must match with the name on the envelope and letter.

2.6.5.3. Different letters are sent with each mailing. The proper letter must be mailed with the proper activity (preletter, mail 1, tickler, mail 2, mail 3).

2.6.5.4. For any given questionnaire mailing, different letters may be sent to different women.

2.6.5.4.1. Women whose babies have died receive different letters than women whose babies have not died.

2.6.5.4.2. In some states, minors receive different letters than adults (due to physical abuse reporting requirements).

2.6.5.4.3. In states using Spanish materials, Spanish and English letters are sent to Hispanic women. Only English letters are sent to non-Hispanic women.

2.6.5.5. In some states, minors receive different surveys than adults (due to physical abuse reporting requirements). Care must be taken to ensure that the surveys without the abuse questions are sent to minors, and that surveys with the abuse questions are sent to adults.

When stuffing envelopes, staff should spot-check every 10th envelope to make sure that the appropriate materials are being placed in that envelope. All of the above items should be checked. The operations tracking software can assist with this process.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

2.6.6. *Special Cases That Require Further Follow-Up.*

2.6.6.1. ***Incomplete or Illegible Responses.*** Questionnaires that are returned illegible or incomplete (<75% complete) must be followed up by telephone if possible. The operations tracking software assists in this follow-up. Remember that the hard copy telephone version of the questionnaire (outside of CATI) should be used to administer the unanswered questions. These responses should be recorded on paper and then entered into the mail data entry record for that mother. States may choose whether to follow up on incomplete questionnaires that are at least 75% complete.

2.6.6.2. ***Undelivered or Returned Mail.*** Mailings may be returned by the postal service if mothers have moved and left no forwarding address, the address does not exist, or the address contains insufficient information. A second mailing attempt is usually made to the same address from which mail has been returned. Names and addresses on returned pieces of mail are researched to determine an alternate mailing address. The operations tracking software assists with the handling of undelivered mailings by first generating a list of all mothers for which a mailing was returned undelivered. If alternate addresses are identified, they are entered into the tracking software, and the software automatically schedules mailings to those addresses. Usually, the letter included in the first mailing is sent with mailings to alternate addresses during the alternate phase of data collection. Once the telephone follow-up phase begins, all mailing attempts are discontinued.

Some approaches for identifying addresses include:

2.6.6.3. Requesting "Address Correction Requested" service from the US Postal Service. They may charge a service fee. Although first-class mail automatically forwards mail to the new address, "Address Correction Requested" service returns the mail piece to the sender with a new address or explanation for non-delivery.

2.6.6.4. Verifying whether the original address is valid using the ZIP+4 on-line service from the US Postal Service. This feature will determine whether an address is valid or whether it might be missing information such as an apartment number.

2.6.6.5. Verifying that the address was entered correctly from the birth certificate.

2.6.6.6. Searching telephone directories for the mother's and father's names.

2.6.6.7. Searching Medicaid, WIC, or other state-maintained health department databases, such as high-risk infant screening programs, newborn metabolic screening programs, SIDS, and birth defects.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

- 2.6.6.8. Searching reverse directories to identify the names of residents listed for the address on the certificate as well as neighbors of this address and calling them for contact information. Remember not to reveal the nature of the survey to anyone you may talk to for this purpose.
- 2.6.6.9. Searching motor vehicle registration records.
- 2.6.6.10. Searching voter registration or other local government records.

2.7. Telephone Data Collection Procedures

- 2.7.1. **Search for Telephone Numbers.** Telephone follow-up begins after the last questionnaire has been mailed. While mailing addresses are available from the birth certificate, the same is not true for telephone numbers (with the exception of very few states). Therefore, PRAMS staff must conduct a comprehensive search for telephone numbers for the women who did not respond (or refuse) during the mail phase.

The operations tracking software generates a worksheet for each mother who is entering “phone phase.” The worksheet can be modified by the state, but generally includes the mother's full and maiden name, the father's full name (when available), the mother's address, and the mother's county of residence (when available) to assist with the search. A wide variety of sources may be searched for telephone numbers. These sources include, but are not limited to:

- 2.7.1.1. Directory assistance
- 2.7.1.2. Medicaid, WIC, or other state-maintained databases, such as high-risk infant screening programs, newborn metabolic screening programs, SIDS, and birth defects
- 2.7.1.3. Internet databases
- 2.7.1.4. Motor vehicle registration records
- 2.7.1.5. Voter registration or other local government records

While many different options exist for locating numbers, most states have a few primary sources on which they rely. The best sources tend to be health department databases. Access to these databases often varies by state, but obtaining access to these types of databases should definitely be explored.

Sources should be searched by the mother's last and maiden name and by the father's last name when available. It is not always possible to know if a listing is correct. For instance,



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

there may be more than one listing that matches the name being searched or people may use initials rather than first names. Any number that could potentially be a match should be used. It may be easier to search one or two sources at a time. If no number is found, or if a number is determined to be incorrect after calling, further attempts to locate a good number should be pursued from remaining sources.

NYC imports telephone numbers from the NYC birth certificate. We use anywho.com, whitepages.com and the NYC DOHMH Immunization Registry for follow up on wrong phone numbers.

- 2.7.2. ***Preparing the Interviewers.*** Telephone interviewers should be thoroughly trained before they begin work on PRAMS. CDC provides training materials for more information. Telephone interviewers should have good interviewing skills, be familiar with PRAMS data collection procedures (mail and telephone), and have a general knowledge of the PRAMS project in order to answer questions a mother may ask. PRAMS telephone interviewers must also be trained on the CATI system.

Because interviewers will have contact with a woman's family or friends when they call a household, they should be prepared to maintain confidentiality and protect the mother's privacy. In addition, CDC recommends the placement of signs around the interviewers' workstations to remind them about confidentiality when talking with a woman's family or friends.

- 2.7.3. ***Making Telephone Calls and Recording Dispositions.*** The telephone calling period extends from three to five weeks. The CATI case management system (CMS) has the capability to automatically schedule phone calls and track appointments. In addition, interviewers can manually select a mother to call. In the event that more than one number is located for a particular woman, CATI will keep multiple numbers active until one has been identified as the best number. Fifteen call attempts should be made to each viable telephone number before giving up. Interviewers should make over fifteen call attempts **only** if they have a strong lead or a scheduled appointment to call a mother back. To increase the likelihood of reaching a mother, calls are staggered over different times of the day and different days of the week. Calls should be made in the evenings and on weekends in addition to regular business hours. Dates, times, and dispositions of all calls are recorded into the CATI CMS system when the calls are completed.



To ensure that women are reached, evening and weekend hours must be included in the schedule. Use the following as an example:

| <u>Day</u> | <u>Time</u> |
|--------------------|-------------------|
| Weekday morning | 9 a.m. – 12 noon |
| Weekday afternoon | noon – 5 p.m. |
| Weekday evening | 5 p.m. – 9 p.m. |
| Saturday morning | 10 a.m. – 12 noon |
| Saturday afternoon | noon – 5 p.m. |
| Saturday evening | 5 p.m. – 9 p.m. |
| Sunday afternoon | noon – 5 p.m. |

NYC PRAMS will conduct telephone interviews during the day, evening and weekend. We will conduct at least 2 calls during the each time period. Calling hours will be from 9am to 9pm, unless the mother requests a call during at another time.

- 2.7.4. ***Computer-Assisted Telephone Interviews (CATI).*** This is now the standard approach for PRAMS telephone follow-up which includes recording survey responses, comments, and operations information pertaining to the call attempts and completed interviews. CDC will no longer accept telephone interview data collected by any other data entry or commercial CATI software.

The CATI system employs state-of-the art security measures to protect this information. In addition, each state must establish a data sharing agreement with the CDC CATI contractor to establish proper standards of behavior for each party with regard to the PRAMS data. If the state Vital Records Department will not permit the release of contact information to the Web-CATI system, states may upload only the case ID and other non-identifying information. In this situation, the interviewers will be responsible for keeping track of the correct mother and other information required to conduct the phone interview outside of the CATI system. They will still use the CATI system to record call attempts and survey responses.

There may be some instances where it is not practical to use CATI for recording telephone survey data. In such situations telephone responses may be recorded on paper and keyed into the CATI system after the interview is completed:

- 2.7.4.1. In situations where a mother calls the health department and requests to complete the survey on the spot, it may not be feasible to use CATI to conduct the interview, especially if the mother’s record has not yet been uploaded to the CATI system. In this case the interview can be recorded on paper for later entry into the CATI system.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

- 2.7.4.2. Another exception where pen and paper is preferred is the situation of partial mail surveys that are followed up by telephone. Only the remaining unanswered questions are asked of the mother by phone. These should be recorded on paper and then entered into the mail data entry record for that mother. Operations information about the phone contact should be recorded directly into operations tracking software, PIDS.
- 2.7.4.3. Finally, there may be situations where an interviewer is making calls off premises and does not have access to both a phone line and an Internet connection. In this case the mother's responses can be recorded on paper for later entry into CATI. If an interviewer is making the majority of her calls off premises, every effort should be made to provide her with equipment sufficient to access and use CATI.

2.8. **Quality Assurance: Telephone Interviews**

Telephone interview data are vulnerable to bias from variability in the way the interviews are conducted. This bias may arise from variability between interviewers or from variability between interviews conducted by a single interviewer. Mode bias may also occur if the administration of the telephone questionnaire differs substantially from the presentation of the mail questionnaire. To prevent these biases, and to ensure that proper procedures are followed, monitoring procedures should be implemented to assess the consistency and quality of telephone interviewing.

The person who monitors the telephone interviewers should monitor approximately 10% of the time that each interviewer is making calls. If interviews are conducted in-house, the Project Coordinator is responsible for the monitoring. If the interviews are contracted to another agency, the supervisor of the interviewing laboratory is responsible for the monitoring and the Project Coordinator should periodically monitor interviewers as well (at least quarterly). There are several options for monitoring a CATI telephone interview.

2.9. **Methodologic Experiments**

The Tailored Design Method recognizes that individual projects may need to modify certain components of the data collection methodology to ensure maximum response rates. In PRAMS, certain components of the methodology may be altered, such as incentives, appearance of mailing packets, etc. CDC has developed an experimental feature in the operations tracking software to test the effects of these changes on response rates. By conducting an experiment, states can objectively determine whether proposed changes will have the intended effect of increasing response rates.

2.10. **Alternative Methodologies**

The needs of individual projects to modify the standard PRAMS data collection methodology may extend beyond the scope of experimenting with incentives, rewards and mailing materials.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

The disparity in response rates among different population groups has been recognized by many states over the years, in particular in state that over sample high risk groups.

Over the course of the PRAMS project, there have been several examples of the use of alternative methodologies. The first, as described in history of PRAMS in Chapter 1, was the use of hospital based methodology in the early 1990s. When that was abandoned, primarily due to cost and lack of ability to collect data in the early postpartum period, the primary methodology of PRAMS data collection has been the mail survey with telephone follow-up.

In 2001, Colorado PRAMS was awarded funding for an enhanced project conducting a survey exclusively with African American women. The project focused primarily on intensified community engagement and outreach to the African American community, as well as targeted higher value rewards. This approach garnered only moderate success, and did not achieve the established response rate threshold at the time of 70%.

In 2006 the Yankton Sioux Tribe of South Dakota was awarded funding for a 3-year Point-in-Time survey. The project staff, based in the Northern Plains Tribal Epidemiology Center, proposed and implemented more extensive changes to the standard PRAMS methodology. The target population was exclusively American Indian women (and mothers of American Indian infants) residing on and off reservation in South Dakota and Sioux County, North Dakota. This project also employed intensified community outreach and targeted, higher value rewards. The project went a step further, while maintaining the mail, phone methodology, added a WIC clinic survey delivery component and a residential hand delivery component to the methodology to address the challenges of trying to reach American Indian women in this mobile and rural community. The project was successful in exceeding the established threshold (at the time of grant application) of 70%.

2.11. Recording and Reporting Data Collection Methodology

The State Configuration Report, produced by the operations tracking software, provides documentation on various decisions that are important to the data collection process. This includes the stratification scheme, the incentive or reward used, the schedule of each data collection activity, experiments (if applicable), etc. The State Configuration Report will be produced upon the initial setup of the operations tracking software. It should be reproduced immediately before and after any protocol changes are made that alter the data collection process.

3. Data Management



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

3.1. Software Requirements for Daily Operations

3.1.1. **Software Provided by CDC.** Several software applications are required for conducting daily PRAMS operations. Of these, CDC provides the following four applications at no cost to state PRAMS projects.

3.1.1.1. **PRAMS Integrated Data Collection System (PIDS)** is the centerpiece of the applications used for daily operations. It is used to schedule and track data collection activities, and record data on mail and telephone results. It is also a reporting program that can be used to list or summarize current operational data in order to facilitate daily operations. It is also used for telephone follow-up. It manages call attempts for telephone interviews. It will keep track of scheduled appointments, manage multiple phone numbers, prioritize cases to call, assign current status codes for each mother, and generate phone operations files. It records phone survey responses and extraneous comments provided by mothers. PIDS integrates the following software systems to conduct operations.

3.1.1.1.1. **SugarCRM Word Plug-in** is used to produce personalized mail correspondence using the mail merge capabilities of a word processor.

3.1.1.1.2. **IBM SPSS Data Collection Interviewer** is used to record mothers' responses from mail questionnaires. It is also used to record mothers' responses from "late" mail questionnaires that have been returned after a batch is closed, and to record the operations information for these "late" mail questionnaires. Also, it is used to record mothers' miscellaneous written comments that fall outside of the standard questions and answers of the mail questionnaire.

3.1.1.2. **Secure Access Management System (SAMS)** provides identity proofing and authentication services. It also provides secure file transfer facilities for sending pass through files and receiving certified data files. These files are secured with an address and password.

3.1.2. **Software Provided by the State.** States are responsible for providing software applications that are used for conducting daily operations and monitoring phone interviews:

3.1.2.1. **Microsoft Office 2003 or higher (Word is required).** SugarCRM Word Plug-in works in conjunction with a word processor to produce personalized letters that are a part of each mailing.

3.1.2.2. **Commercial Zip Program (e.g., PKZip or WinZip).** States are required to "zip" data and report files when submitting completed batches to CDC. "Zipping" is a



process that compresses one or more computer files into a single file that is generally smaller in size than the total size of the original files. Zip programs used for PRAMS must provide support for long file and directory names.

3.1.2.3. **Real VNC** (freeware/modest fee) for monitoring www.realvnc.com. This is the recommended software for performing screen capture of CATI interviews. A copy of the software must be installed on each interviewer's work station and the monitor's work station. (It is possible to capture screens without the interviewer's knowledge using Real VNC). The cost depends on the number of interviewer computer screens that you need to monitor. You do not have to purchase a separate license for the computer that will just be monitoring the interviews. Please visit the Web site for specific pricing questions. Other screen capture software such as PCAnywhere may also be used for this purpose.

3.1.3. **Web-based Analytic Tools Provided by CDC.** CDC provides the following tools at no cost to state PRAMS projects.

3.1.3.1. **PONDER**, the PRAMS On-line Data for Epidemiologic Research (PONDER), is a menu-driven, web-based query system which is located on the limited access internal PRAMS website also known as **Inside PRAMS**. The system allows the user to perform quick descriptive analyses on their state's data. All analyses are built and executed dynamically based on the user's requests. All core and computed variables (i.e. Kessner Index or gestational age) are included as well as the more common standard questions. To protect the confidentiality of participants in PRAMS, only cells where the marginal totals have at least a sample size of 30 are included in the outputs. Access to each state's data in PONDER is managed by the state's PONDER administrator.

3.1.3.2. **CPONDER** is a public use version of PONDER which includes selected indicators from the PRAMS Surveillance reports. A minimum 70% response rate is required for state data to be included in CPONDER from 2000 to 2006, and a minimum response rate of 65% is required from 2007 forward. CPONDER allows display of indicators across states and years. The data runs are based on a system of pre-programmed analyses generated using SUDAAN. In order to protect the confidentiality of participants in PRAMS, only cells where the marginal totals have at least a sample size of 30 are included in the outputs, and only 1 break-out variable at a time may be specified.

3.2. Computer Platform Requirements

In general, PIDS requires a standard entry level personal computer that is capable of running the latest version of the Windows Professional Operating system (currently Windows XP), Internet



Explorer 8.0 or higher and MS Office 2000 or higher. As time passes, the standard configuration for an entry-level desktop personal computer will change with the operating system requirements.

3.2.1. **Basic Requirements.** CDC has developed the following minimum recommended computing platform for computers using PRAMS software:

- 3.2.1.1. A personal computer with at least Pentium[®]-class processor operating at 1 GHz (2 GHz or faster recommended)
- 3.2.1.2. At least 512 MB of RAM (1 GB or more recommended)
- 3.2.1.3. At least 200 MB of available hard disk space
- 3.2.1.4. Microsoft Internet Explorer 8 or above
- 3.2.1.5. Minimum 16-bit color quality setting
- 3.2.1.6. A graphics adapter with 1024 x 768 resolution or higher
- 3.2.1.7. Microsoft[®] Windows[®] XP Professional (x86 32-bit edition) with Service Pack 3, Microsoft Windows Vista Business or Enterprise Edition with Service Pack 2 (x86 32-bit or x64 64-bit edition), or Microsoft Windows 7 Business or Enterprise Edition with Service Pack 1 (x86 32-bit or x64 64-bit edition) Microsoft Word 2003 or 2007 Requirements

3.2.2. **Additional Requirements.** CDC recommends the following additional equipment at the state:

- 3.2.2.1. A laser printer that prints on envelopes, letterhead, label sheets, and traditional letter- and legal-size paper and that has a correctly functioning printer driver for the operating system being used. [In general, laser printers that are less than three years old and that are made by one of the mainstream printer manufacturers (such as Hewlett-Packard, Lexmark, Okidata) will meet these requirements.]
- 3.2.2.2. High speed Internet connection for all computers
- 3.2.2.3. Phone headsets for all interviewers

3.3. Virus Protection

All computers used for PIDS should have anti-virus software installed. State PRAMS staff should use anti-virus software to scan disks, e-mail attachments, and files downloaded from the Internet. Also, anti-virus software needs to be kept up-to-date by acquiring new virus definition files when



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

the software manufacturer makes these available. Most state health departments have requirements for the use of anti-virus software. If not, CDC can make specific usage recommendations. NYC uses McAfee v. 4.5.0.1810 virus protection software.

3.4. Data Security and Personal Identifiers

The software applications used for daily PRAMS operations contain substantial personally identified information. For this reason, the following security precautions exist:

3.4.1. A screen saver login is required.

3.4.2. PIDS documents user login activity.

Some computer-generated reports and other electronic and paper documents contain personally identified information. Therefore, PRAMS states must implement physical security to protect these files and documents. Physical security should include the following precautions:

3.4.3. Files stored on a network should be in directories accessible only by PRAMS staff.

3.4.4. Computers should have password-protected screen savers so that unauthorized people cannot use a computer that has access to PRAMS files.

3.4.5. Completed questionnaires should be stored in locked cabinets.

3.4.6. Completed questionnaires and other printed documents that contain personally identified information should be destroyed (shredded or burned) and not simply thrown away or recycled when they are no longer needed.

3.4.7. When a computer used for PRAMS is taken out of service, any hard drives that may have once contained PRAMS data should be reformatted before being used for another purpose.

3.4.8. Floppy disks and other removable storage media that are no longer needed for PRAMS should be destroyed and not used for another purpose.

PIDS also houses substantial personally identified information and extensive security precautions have been put in place to protect the confidentiality of this information. There are additional security measures that state staff can implement to further protect the data. These measures include the following:

3.4.9. Staff logged into the PIDS system should log out before leaving their desk, even if just for a short break.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

3.4.10. PIDS administrators should promptly delete user accounts for state or contract staff that leave the project.

3.4.11. Staff with access to PIDS should memorize their login information and never share it with anyone.

Only NYC PRAMS staff has access to identifiable PRAMS data. Computers used for PRAMS are password protected and only PRAMS staff has access to the computers and drives that PRAMS data are on. Only staff of the Research and Evaluation Unit of BMIRH will have access to the final PRAMS weighted dataset. All staff that has access to PRAMS data has signed confidentiality agreements.

In 1999, CDC's Institutional Review Board (IRB) reviewed the PRAMS protocol and other documents, and PRAMS received IRB approval. As a result of this process, the CDC PRAMS team has implemented procedures for taking greater care when handling personal identifiers (e.g., names, birth certificate numbers, social security numbers), either in final data, during weighting, or when performing software support. The following guidelines have been implemented:

3.4.12. Birth certificate numbers are no longer used as the key index for any application's database or program. This reduces the number of reports and files that contain birth certificate numbers along with other identifiers.

3.4.13. CDC and the CDC contractor (which provides support for PIDS) will make every effort to resolve software support problems without asking states to send database files using electronic mail to CDC or the CDC contractor.

3.4.14. Despite the best efforts of CDC and the CDC contractor, some software support situations will require access to state data. CDC and the CDC contractor have identified only a few individuals who may need to access personal identifiers for the reasons stated above. Access to files with personal identifiers is limited to those individuals.

3.5. Making Batch Data Available to CDC

PIDS maintains and produces the data for PRAMS surveillance and states can make this data available to the CDC each month. States will have the capability to "release" a batch to the CDC.

The types of data are discussed below, broken out into two groups; 1) Files that are imported into PIDS and 2) Data that is released to CDC:

These files are part of the PIDS import process:



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

- 3.5.1. ***Sampling Frame Birth Certificate Variable File (YCFR#.DAT)***. This file is created by New York City and will contain one record for every mother in the sampling frame (all records eligible for inclusion in the sample). The Sampling Frame file is used to evaluate the sample selection and to assess any bias that may have been introduced in drawing the sample. It does not become part of the PRAMS analysis data set. The variables and layout of the Sampling Frame file are identical to the variables and layout of the Sample Birth Certificate file to facilitate the assessment of selection bias.
- 3.5.2. ***Sample Birth Certificate Variable File (YCBC#.DAT)***. This file is also created by New York City and contains information from the birth certificate that will be included in the analysis file. There is one record for each mother in the PRAMS sample (all records selected for PRAMS). These data will be used to assess response bias, verify demographic and other data, and analyze the relationships between maternal behaviors and birthweight and gestational age. Core birth certificate data items have been identified and incorporated into the Sample Birth Certificate file. New York City can select up to 25 additional columns of data to be included in this file, if desired.
- 3.5.3. ***Sample Contact Information File (BCENTRY.DAT)***. This file is created by vital records each month and is used to transfer contact information from birth certificate records into PIDS. It is important to note that this file differs from the monthly Sample Birth Certificate file in that it includes names, addresses, and several other variables that are required for tracking and contacting sampled mothers. Because of the personally identified information in this file, it is not maintained as part of the monthly batch data, is not made available to CDC, and does not become part of the analysis data set. Because this file is imported into PIDS, it is important that this file be thoroughly tested by CDC.

PRAMS sample data is uploaded monthly by the PRAMS Vital Stats representative to a secure folder on the S-drive that only the representative, PRAMS staff, and staff at the Division of Informatics and Information Technology (DIIT) have access to. The Project Coordinator transfers the data to the home drive (J-drive) that is used solely for PRAMS operations. From this drive the data are loaded into the PRAMS data collection system. The PRAMS drive is part of the network and is automatically backed-up by the DIIT on a weekly basis.

Data Released to CDC with each Batch: PIDS has a batch release process that allows an authorized state user to make the following data available to CDC

- 3.5.4. ***Operational Data***. This data contain information that summarizes the results of mail and telephone contact attempts. This information is important for monitoring and evaluating the ongoing surveillance methodology and the resulting response rates. The three types of data (Operations, Mail Details, and Telephone Details) are produced by the PIDS application that CDC provides. The Operations Output data becomes part of the analysis data set. The



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

Mail Details and Telephone Details data can be used to evaluate the efficiency and quality of mail and telephone operations.

- 3.5.5. **Questionnaire Data.** This data contain responses recorded from completed mail and telephone questionnaires. This information provides the basis for the analysis data set. Mail questionnaire responses are keyed using the PIDS data entry that CDC provides; the program performs range and edit checks as data are entered. The program produces the Mail Questionnaire data that becomes part of the analysis data set. Telephone questionnaire responses are keyed into the PIDS system, which also performs range and edit checks as the data are entered. The Telephone Questionnaire data is produced by the PIDS system and is made available to CDC along with the mail questionnaire data. The questionnaire data includes core items, common to all PRAMS states, as well as state-specific items that states have chosen to add to their questionnaires.
- 3.5.6. **Comment Data.** This data contains any additional comments that were written on the questionnaire or that were expressed in a telephone interview. Write-in comments are often invaluable in clarifying or interpreting the response to a particular question. The Comment file can be linked to the questionnaire files so that the questionnaire responses and write-in comments can be viewed together. Using the Comment program that CDC provides, mail comments are entered verbatim, with one exception. No names, addresses, telephone numbers, or e-mail addresses are recorded for either the woman or her provider(s). The PIDS system allows for the entry of telephone comments during the telephone interview.

The operational, questionnaire, and comment data files are produced each month with software provided by CDC. New York City is responsible for producing the birth certificate variable files (YCFR#.DAT, YCBC#.DAT) and the BCENTRY.DAT file from City birth certificate records.

3.6. Quality Control

- 3.6.1. **Data Cleaning and Editing.** Data editing is the process of checking the batch data files for data entry errors and inconsistencies before submitting the files to CDC. Data editing should be done after questionnaire and comment data entry are completed and the batch is closed (completed) in PIDS. CDC has developed guidelines for the general cleaning and editing of all data files, and PIDS will produce a Compare Report to assist in this process.
- 3.6.2. **Data Entry Verification.** The questionnaire data entry programs provide automatic range and skip pattern checks. However, it cannot detect erroneous data that are within the range defined for those data items. The mail data entry program has a procedure that allows double-entry of selected questionnaires to check for keying errors. It is necessary that 10% of all mail questionnaires be double-entry verified. These procedures are especially useful in evaluating new data entry personnel and for identifying “problem” questions that are particularly prone to keying errors. The nature of the CATI systems prohibits double-entry



of telephone survey responses. However, it is possible to have a staff person listen in on the interview and record the mother's responses on a hard copy of the questionnaire. After the interview is completed, the hardcopy can be compared to what the interviewer entered into CATI. If a discrepancy occurs, there is no way to determine which value is correct. This procedure is only useful for identifying questions that are more prone to keying errors.

3.6.3. **Telephone Interviewer Monitoring.** CDC has developed procedures for monitoring the consistency and quality of telephone interviewing. A proportion (at least 10%) of calls made by each telephone interviewer should be monitored for each batch.

3.6.4. **Batch Checking Procedures at CDC.** When a state completes data cleaning and editing and data entry verification and monitoring for a batch, it releases the batch to CDC. Data made available to CDC will not include personal identifiers such as names and addresses but will contain the identification number for each record. (The BCENTRY.DAT file that is created each month and imported into PIDS is **not** sent to CDC) Batch data is released electronically to CDC monthly. Each batch submission will also include eight reports, which are described in **Section 3.7** below.

Once the data is released to CDC, the data are processed and consistency checks are performed. A report summarizing the batch checking process is made available for state review. If there are any data errors on the report, the state will make the necessary corrections and release the batch to CDC. If there are any problems that the state is unable to correct, CDC should be called for assistance.

3.7. Batch Reports

PIDS produces seven reports that are used by the Project Coordinator for evaluating and processing completed batches. These reports are also available to the CDC once the batch is released. The seven reports are as follows:

- 3.7.1. ActivityTimingReport
- 3.7.2. AgeReport
- 3.7.3. MailContactReport
- 3.7.4. TelephoneContactReport
- 3.7.5. ParticipationSummaryReport
- 3.7.6. CompareReport
- 3.7.7. Mail Verify Report

Finally, the Summary Monitoring Report summarizes the monitoring efforts for the batch and is made available to CDC once a batch has been released. The report form itself can be produced in



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

PIDS and must be completed by the Project Coordinator or other appropriate staff person, such as the supervisor of a survey research laboratory, before releasing the batch to CDC.

3.8. Creating the PRAMS Analysis File

Annually, CDC will create for New York City a master analysis data set from which all PRAMS analyses will be conducted, provided the criteria below are satisfied. This analysis data set contains birth certificate, operations, and questionnaire data, and includes weights, other variables required by SUDAAN, and additional computed variables. For specific analyses, New York City will create smaller subsets of this master file, selecting the particular variables of interest. For CDC to create the PRAMS analysis file, the following criteria must be met:

- 3.8.1. **Successful File Linkage.** To permit linkage of the birth certificate, questionnaire, and operations files into the analysis data set, New York City needs a common identification number for each mother on each file. When the BCENTRY.DAT file is imported into PIDS, PIDS assigns a unique identifier called MomID. MomID contains information about the year of birth, batch number, and state, but does not contain any personal identifiers. MomID is used as a key index variable for PIDS.
- 3.8.2. **Proper Data Management Procedures.** New York City must have carried out all data management procedures properly. These procedures include proper usage of software, monthly cleaning and editing of data, questionnaire verification, monthly batch report generation, and releasing the batch to CDC at designated intervals.
- 3.8.3. **Adequate Response Rates.** Prior to 2007 New York City must have achieved a weighted response rate of at least 70% for meaningful analyses to be undertaken. From 2007 forward, the response rate must be at least 65%. The weighted response rate indicates the proportion of women sampled who completed a survey, adjusted for sample design. Adequate stratum-specific response rates (at least 65% for 2007 forward) should be achieved to perform stratum-specific analyses. All states that follow sound operational procedures are provided with a weighted dataset. However, only those with weighted response rates of 65% or higher should be used for analyses that will be presented outside the health department. We do, however, encourage all states to use their data internally for program development, evaluation, and collaboration.
- 3.8.4. **Evaluation of Sampling Procedures.** CDC must have evaluated New York City's sampling procedures.
- 3.8.5. **Sending of Final Birth File.** New York City will send CDC the final birth file in requested format (currently the 1999 or 2003 NCHS format with some additional PRAMS and state-specific variables appended) for the calendar year. Each state is sent a data layout by the



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

CDC that is fairly easy to implement (since each state already generates a similar file for the NCHS). This birth file is necessary to create the weighted data set that is used for data analysis. This file is compared with the PRAMS Sampling Frame files to identify records that were omitted from the frame that were in fact eligible for PRAMS. The state should reserve batch number “999” for the final birth file. The birth file should be submitted to CDC using SAMS. Birth files, once uploaded, are transmitted directly to the primary weighting statistician.

When the preceding criteria have been met, CDC will compute analysis weights. The analysis weight for each observation can be divided into three components, each accounting for a different factor. The adjustment components are:

3.8.6. Sample Design

3.8.7. Nonresponse

3.8.8. Omissions from the Sampling Frame (i.e., Noncoverage of the Sampling Frame)

CDC will provide New York City with a written summary of the analysis weight computation each year.

States generally have the analysis data set for a given calendar year 6-9 months beyond the birth year. This time frame is dependent upon the receipt of cleaned and edited data files and the final birth file from the state. CDC will provide this weighted data set for states to use approximately 1-2 months after receiving the final birth file. The birth file (and all PRAMS operational files and questionnaire data) must be received by CDC no later than December 1 of the year following the birth year to be included in the CDC multi-state surveillance report for that year. This birth file is accessible only by the CDC PRAMS weighting statistician and computer network personnel responsible for assigning data access-privileges. These parties have obtained CDC security clearance and have been trained in the handling of confidential and sensitive data.



NEW YORK CITY DEPARTMENT OF

HEALTH AND MENTAL HYGIENE

Thomas A. Farley, MD, MPH

Commissioner

APPENDIX C

PRAMS SURVEY

Pregnancy Risk Assessment Monitoring System Operations

PIN: 12FN025900R0X00

Please mark your answers. Follow the directions included with the questions. If no directions are presented, check the box next to your answer or fill in the blanks. Because not all questions will apply to everyone, you may be asked to skip certain questions.

BEFORE PREGNANCY

First, we would like to ask a few questions about *you* and the time *before* you got pregnant with your new baby.

1. At any time during the 12 months before you got pregnant with your new baby, did you do any of the following things? For each item, circle Y (Yes) if you did it or circle N (No) if you did not.

| | No | Yes |
|--|----|-----|
| a. I was dieting (changing my eating habits) to lose weight | N | Y |
| b. I was exercising 3 or more days of the week | N | Y |
| c. I was regularly taking prescription medicines other than birth control . . . | N | Y |
| d. I visited a health care worker to be checked or treated for diabetes. . . . | N | Y |
| e. I visited a health care worker to be checked or treated for high blood pressure. | N | Y |
| f. I visited a health care worker to be checked or treated for depression or anxiety | N | Y |
| g. I talked to a health care worker about my family medical history | N | Y |
| h. I had my teeth cleaned by a dentist or dental hygienist. | N | Y |

2. During the month before you got pregnant with your new baby, were you covered by any of these health insurance plans?

Check all that apply

- Health insurance from your job or the job of your husband, partner, or parents
- Health insurance that you or someone else paid for (not from a job)
- Medicaid
- TRICARE or other military health care
- Other source(s) —————> Please tell us: _____
- I did not have any health insurance before I got pregnant

3. During the month before you got pregnant with your new baby, how many times a week did you take a multivitamin, a prenatal vitamin, or a folic acid vitamin?

- I didn't take a multivitamin, prenatal vitamin, or folic acid vitamin at all
- 1 to 3 times a week
- 4 to 6 times a week
- Every day of the week

4. Just before you got pregnant with your new baby, how much did you weigh?

_____ Pounds OR _____ Kilos

2

5. How tall are you without shoes?

____ Feet ____ Inches

OR ____ Meters

6. What is your date of birth?____ / ____ / 19____
Month Day Year**7. Before you got pregnant with your new baby, were you ever told by a doctor, nurse, or other health care worker that you had Type 1 or Type 2 diabetes? This is not the same as gestational diabetes or diabetes that starts during pregnancy.**

- No
 Yes

8. Before you got pregnant with your new baby, did you ever have any other babies who were born alive?

- No → **Go to Question 11**
 Yes

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

- No
 Yes

10. Was the baby just before your new one born more than 3 weeks before his or her due date?

- No
 Yes

The next questions are about the time when you got pregnant with your *new* baby.

11. Thinking back to just before you got pregnant with your new baby, how did you feel about becoming pregnant?**Check one answer**

- I wanted to be pregnant sooner
 I wanted to be pregnant later
 I wanted to be pregnant then
 I didn't want to be pregnant then or at any time in the future

12. When you got pregnant with your new baby, were you trying to get pregnant?

- No
 Yes → **Go to Question 16**

13. When you got pregnant with your new baby, were you or your husband or partner doing anything to keep from getting pregnant? (Some things people do to keep from getting pregnant include not having sex at certain times [natural family planning or rhythm] or withdrawal, and using birth control methods such as the pill, condoms, vaginal ring, IUD, having their tubes tied, or their partner having a vasectomy.)

- No
 Yes → **Go to Question 15**

Go to Question 14

14. What were your reasons or your husband's or partner's reasons for not doing anything to keep from getting pregnant?

Check all that apply

- I didn't mind if I got pregnant
- I thought I could not get pregnant at that time
- I had side effects from the birth control method I was using
- I had problems getting birth control when I needed it
- I thought my husband or partner or I was sterile (could not get pregnant at all)
- My husband or partner didn't want to use anything
- Other _____ → Please tell us:

If you or your husband or partner was not doing anything to keep from getting pregnant, go to Question 16.

15. When you got pregnant with your new baby, what were you or your husband or partner using to keep from getting pregnant?

Check all that apply

- Tubes tied or closed (female sterilization)
- Vasectomy (male sterilization)
- Pill
- Condoms
- Injection once every 3 months (Depo-Provera[®])
- Withdrawal (pulling out)
- Other _____ → Please tell us:

DURING PREGNANCY

The next questions are about the prenatal care you received during your most recent pregnancy. Prenatal care includes visits to a doctor, nurse, or other health care worker before your baby was born to get checkups and advice about pregnancy. (It may help to look at the calendar when you answer these questions.)

16. How many weeks or months pregnant were you when you were *sure* you were pregnant? (For example, you had a pregnancy test or a doctor or nurse said you were pregnant.)

_____ Weeks OR _____ Months

I don't remember

17. How many weeks or months pregnant were you when you had your first visit for prenatal care? Do not count a visit that was only for a pregnancy test or only for WIC (the Special Supplemental Nutrition Program for Women, Infants, and Children).

{ _____ Weeks OR _____ Months

I didn't go for prenatal care →

Go to Page 4, Question 19

Go to Page 4, Question 18

4

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

- No
- Yes → **Go to Question 20**

19. Did any of these things keep you from getting prenatal care at all or as early as you wanted? For each item, circle **T** (True) if it was a reason that you didn't get prenatal care when you wanted or circle **F** (False) if it was not a reason for you or if something does not apply to you.

| | True | False |
|---|------|-------|
| a. I couldn't get an appointment when I wanted one | T | F |
| b. I didn't have enough money or insurance to pay for my visits | T | F |
| c. I had no transportation to get to the clinic or doctor's office | T | F |
| d. The doctor or my health plan would not start care as early as I wanted | T | F |
| e. I had too many other things going on | T | F |
| f. I couldn't take time off from work or school | T | F |
| g. I didn't have my Medicaid card | T | F |
| h. I had no one to take care of my children | T | F |
| i. I didn't know that I was pregnant | T | F |
| j. I didn't want anyone else to know I was pregnant | T | F |
| k. I didn't want prenatal care | T | F |

If you did not go for prenatal care, go to Question 22.

20. Did any of these health insurance plans help you pay for your prenatal care?

Check all that apply

- Health insurance from your job or the job of your husband, partner, or parents
- Health insurance that you or someone else paid for (not from a job)
- Medicaid
- TRICARE or other military health care
- PCAP
- Other source(s) → Please tell us: _____
- I did not have health insurance to help pay for my prenatal care

21. During any of your prenatal care visits, did a doctor, nurse, or other health care worker talk with you about any of the things listed below? *Please count only discussions, not reading materials or videos.* For each item, circle **Y** (Yes) if someone talked with you about it or circle **N** (No) if no one talked with you about it.

| | No | Yes |
|--|----|-----|
| a. How smoking during pregnancy could affect my baby. | N | Y |
| b. Breastfeeding my baby | N | Y |
| c. How drinking alcohol during pregnancy could affect my baby. | N | Y |
| d. Using a seat belt during my pregnancy | N | Y |
| e. Medicines that are safe to take during my pregnancy | N | Y |
| f. How using illegal drugs could affect my baby. | N | Y |
| g. Doing tests to screen for birth defects or diseases that run in my family | N | Y |
| h. The signs and symptoms of preterm labor (labor more than 3 weeks before the baby is due). | N | Y |
| i. What to do if my labor starts early | N | Y |
| j. Getting tested for HIV (the virus that causes AIDS) | N | Y |
| k. What to do if I feel depressed during my pregnancy or after my baby is born | N | Y |
| l. Physical abuse to women by their husbands or partners | N | Y |

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

- No
- Yes
- I don't know

23. During your most recent pregnancy, were you on WIC (the Special Supplemental Nutrition Program for Women, Infants, and Children)?

- No
- Yes

24. During your most recent pregnancy, were you told by a doctor, nurse, or other health care worker that you had gestational diabetes (diabetes that started during this pregnancy)?

- No
- Yes

25. Did you have any of the following problems during your most recent pregnancy? For each item, circle Y (Yes) if you had the problem or circle N (No) if you did not.

- | | No | Yes |
|---|----|-----|
| a. Vaginal bleeding | N | Y |
| b. Kidney or bladder (urinary tract) infection | N | Y |
| c. Severe nausea, vomiting, or dehydration | N | Y |
| d. Cervix had to be sewn shut (cerclage for incompetent cervix) | N | Y |
| e. High blood pressure, hypertension (including pregnancy-induced hypertension [PIH]), preeclampsia, or toxemia | N | Y |
| f. Problems with the placenta (such as abruptio placentae or placenta previa) | N | Y |
| g. Labor pains more than 3 weeks before my baby was due (preterm or early labor) | N | Y |
| h. Water broke more than 3 weeks before my baby was due (premature rupture of membranes [PROM]) | N | Y |
| i. I had to have a blood transfusion | N | Y |
| j. I was hurt in a car accident | N | Y |

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

26. Have you smoked any cigarettes in the past 2 years?

No → **Go to Question 30**

Yes → **Go to Question 27**

27. In the 3 months before you got pregnant, how many cigarettes did you smoke on an average day? (A pack has 20 cigarettes.)

- 41 cigarettes or more
- 21 to 40 cigarettes
- 11 to 20 cigarettes
- 6 to 10 cigarettes
- 1 to 5 cigarettes
- Less than 1 cigarette
- I didn't smoke then

28. In the last 3 months of your pregnancy, how many cigarettes did you smoke on an average day? (A pack has 20 cigarettes.)

- 41 cigarettes or more
- 21 to 40 cigarettes
- 11 to 20 cigarettes
- 6 to 10 cigarettes
- 1 to 5 cigarettes
- Less than 1 cigarette
- I didn't smoke then

29. How many cigarettes do you smoke on an average day now? (A pack has 20 cigarettes.)

- 41 cigarettes or more
- 21 to 40 cigarettes
- 11 to 20 cigarettes
- 6 to 10 cigarettes
- 1 to 5 cigarettes
- Less than 1 cigarette
- I don't smoke now

30. Which of the following statements best describes the rules about smoking inside your home now?

Check one answer

- No one is allowed to smoke anywhere inside my home
- Smoking is allowed in some rooms or at some times
- Smoking is permitted anywhere inside my home

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

31. Have you had any alcoholic drinks in the past 2 years? A drink is 1 glass of wine, wine cooler, can or bottle of beer, shot of liquor, or mixed drink.

- No → **Go to Page 8, Question 34**
- Yes

32a. During the 3 months before you got pregnant, how many alcoholic drinks did you have in an average week?

- 14 drinks or more a week
 - 7 to 13 drinks a week
 - 4 to 6 drinks a week
 - 1 to 3 drinks a week
 - Less than 1 drink a week
 - I didn't drink
- then → **Go to Question 33a**

32b. During the 3 months before you got pregnant, how many times did you drink 4 alcoholic drinks or more in one sitting? A sitting is a two hour time span.

- 6 or more times
- 4 to 5 times
- 2 to 3 times
- 1 time
- I didn't have 4 drinks or more in 1 sitting

33a. During the last 3 months of your pregnancy, how many alcoholic drinks did you have in an average week?

- 14 drinks or more a week
 - 7 to 13 drinks a week
 - 4 to 6 drinks a week
 - 1 to 3 drinks a week
 - Less than 1 drink a week
 - I didn't drink
- then → **Go to Page 8, Question 34**

33b. During the last 3 months of your pregnancy, how many times did you drink 4 alcoholic drinks or more in one sitting? A sitting is a two hour time span.

- 6 or more times
- 4 to 5 times
- 2 to 3 times
- 1 time
- I didn't have 4 drinks or more in 1 sitting

Pregnancy can be a difficult time for some women. The next questions are about things that may have happened before and during your most recent pregnancy.

34. This question is about things that may have happened during the 12 months before your new baby was born. For each item, circle Y (Yes) if it happened to you or circle N (No) if it did not. (It may help to look at the calendar when you answer these questions.)

- | | No | Yes |
|--|----|-----|
| a. A close family member was very sick and had to go into the hospital | N | Y |
| b. I got separated or divorced from my husband or partner | N | Y |
| c. I moved to a new address | N | Y |
| d. I was homeless | N | Y |
| e. My husband or partner lost his job . . . | N | Y |
| f. I lost my job even though I wanted to go on working. | N | Y |
| g. I argued with my husband or partner more than usual. | N | Y |
| h. My husband or partner said he didn't want me to be pregnant | N | Y |
| i. I had a lot of bills I couldn't pay. | N | Y |
| j. I was in a physical fight | N | Y |
| k. My husband or partner or I went to jail | N | Y |
| l. Someone very close to me had a problem with drinking or drugs | N | Y |
| m. Someone very close to me died | N | Y |

35. During the 12 months before you got pregnant with your new baby, did your husband or partner push, hit, slap, kick, choke, or physically hurt you in any other way?

- No
 Yes

36. During your most recent pregnancy, did your husband or partner push, hit, slap, kick, choke, or physically hurt you in any other way?

- No
 Yes

The next questions are about your labor and delivery. (It may help to look at the calendar when you answer these questions.)

37. When was your baby due?

____ / ____ / 20____
 Month Day Year

38. When did you go into the hospital to have your baby?

____ / ____ / 20____
 Month Day Year

- I didn't have my baby in a hospital

39. When was your baby born?

____ / ____ / 20____
 Month Day Year

40. When were you discharged from the hospital after your baby was born?

____ / ____ / 20____
 Month Day Year

I didn't have my baby in a hospital

41. Did any of these health insurance plans help you pay for the *delivery* of your new baby?

Check all that apply

- Health insurance from your job or the job of your husband, partner, or parents
- Health insurance that you or someone else paid for (not from a job)
- Medicaid
- TRICARE or other military health care
- PCAP
- Other source(s) → Please tell us:

I did not have health insurance to help pay for my delivery

AFTER PREGNANCY

The next questions are about the time since your new baby was born.

42. After your baby was born, was he or she put in an intensive care unit?

- No
- Yes
- I don't know

43. After your baby was born, how long did he or she stay in the hospital?

- Less than 24 hours (less than 1 day)
- 24 to 48 hours (1 to 2 days)
- 3 to 5 days
- 6 to 14 days
- More than 14 days
- My baby was not born in a hospital
- My baby is still in the hospital → **Go to Page 10, Question 46**

44. Is your baby alive now?

- No → **Go to Page 11, Question 54**
- Yes

45. Is your baby living with you now?

- No → **Go to Page 11, Question 54**
- Yes

Go to Page 10, Question 46

10

46. Did you ever breastfeed or pump breast milk to feed your new baby after delivery, even for a short period of time?

- No → **Go to Question 51b**
- Yes

47. Are you currently breastfeeding or feeding pumped milk to your new baby?

- No
- Yes → **Go to Question 50**

48. How many weeks or months did you breastfeed or pump milk to feed your baby?

_____ Weeks OR _____ Months

- Less than 1 week

49. What were your reasons for stopping breastfeeding?

Check all that apply

- My baby had difficulty latching or nursing
- Breast milk alone did not satisfy my baby
- I thought my baby was not gaining enough weight
- My nipples were sore, cracked, or bleeding
- It was too hard, painful, or too time consuming
- I thought I was not producing enough milk
- I had too many other household duties
- I felt it was the right time to stop breastfeeding
- I got sick and was not able to breastfeed
- I went back to work or school
- My baby was jaundiced (yellowing of the skin or whites of the eyes)
- Other → Please tell us:

If your baby was not born in a hospital, go to Question 51a.

50. This question asks about things that may have happened at the hospital where your new baby was born. For each item, circle Y (Yes) if it happened or circle N (No) if it did not happen.

| | No | Yes |
|--|----|-----|
| a. Hospital staff gave me information about breastfeeding | N | Y |
| b. My baby stayed in the same room with me at the hospital | N | Y |
| c. I breastfed my baby in the hospital | N | Y |
| d. I breastfed in the first hour after my baby was born | N | Y |
| e. Hospital staff helped me learn how to breastfeed | N | Y |
| f. My baby was fed only breast milk at the hospital | N | Y |
| g. Hospital staff told me to breastfeed whenever my baby wanted | N | Y |
| h. The hospital gave me a breast pump to use | N | Y |
| i. The hospital gave me a gift pack with formula | N | Y |
| j. The hospital gave me a telephone number to call for help with breastfeeding | N | Y |
| k. My baby used a pacifier in the hospital | N | Y |

51a. How old was your new baby the first time he or she drank liquids other than breast milk (such as formula, water, juice, tea, or cow's milk)?

_____ Weeks OR _____ Months

- My baby was less than 1 week old
- My baby has not had any liquids other than breast milk

51b. How old was your new baby the first time he or she ate food (such as baby cereal, baby food, or any other food)?

_____ Weeks OR _____ Months

- My baby was less than 1 week old
- My baby has not eaten any foods

If your baby is still in the hospital, go to Question 54.

52. In which *one* position do you *most often* lay your baby down to sleep now?

Check one answer

- On his or her side
- On his or her back
- On his or her stomach

53. Was your new baby seen by a doctor, nurse, or other health care worker for a *one week check-up* after he or she was born?

- No
- Yes

54. Are you or your husband or partner doing anything *now* to keep from getting pregnant? (Some things people do to keep from getting pregnant include not having sex at certain times [natural family planning or rhythm] or withdrawal, and using birth control methods such as the pill, condoms, vaginal ring, IUD, having their tubes tied, or their partner having a vasectomy.)

- No
- Yes

Go to Page 12, Question 56

Go to Page 12, Question 55

55. What are your reasons or your husband's or partner's reasons for not doing anything to keep from getting pregnant now?

Check all that apply

- I am not having sex
- I want to get pregnant
- I don't want to use birth control
- My husband or partner doesn't want to use anything
- I don't think I can get pregnant (sterile)
- I can't pay for birth control
- I am pregnant now
- Other _____ → Please tell us:

If you or your husband or partner is **not doing** anything to keep from getting pregnant now, go to Question 57.

56. What kind of birth control are you or your husband or partner using now to keep from getting pregnant?

Check all that apply

- Tubes tied or closed (female sterilization)
- Vasectomy (male sterilization)
- Pill
- Condoms
- Injection once every 3 months (Depo-Provera®)
- Withdrawal (pulling out)
- Not having sex (abstinence)
- Other _____ → Please tell us:

57. Since your new baby was born, have you had a postpartum checkup for yourself? (A postpartum checkup is the regular checkup a woman has about 6 weeks after she gives birth.)

- No
- Yes

58. Below is a list of feelings and experiences that women sometimes have after childbirth. Read each item to determine how well it describes your feelings and experiences. Then, write on the line the number of the choice that best describes how often you have felt or experienced things this way since your new baby was born. Use the scale when answering:

| | | | | |
|-------|--------|-----------|-------|--------|
| 1 | 2 | 3 | 4 | 5 |
| Never | Rarely | Sometimes | Often | Always |

- a. I felt down, depressed, or sad... _____
- b. I felt hopeless..... _____
- c. I felt slowed down..... _____

OTHER EXPERIENCES

The next questions are on a variety of topics.

59. Before you got pregnant with your new baby, had you ever heard or read about emergency birth control (the "morning-after pill")? This combination of pills is used to prevent pregnancy up to 3 days after unprotected sex.

- No
- Yes

60. Did you receive medical treatment to help you get pregnant with your new baby?

- No _____ → **Go to Question 62**
- Yes

Go to Question 61

61. Which treatment(s) did you receive?

Check all that apply

- Drugs to help you ovulate
- Artificial/intrauterine insemination
- In vitro fertilization (IVF)
- Egg donation
- Other _____ → Please tell us:

62. During your prenatal care, labor, or delivery, do you feel you were ever treated differently because of any of the following?

For each item, circle **Y** (Yes) if it happened or circle **N** (No) if it did not happen.

- | | No | Yes |
|--|----|-----|
| a. My race | N | Y |
| b. My culture | N | Y |
| c. My ability to speak or understand English | N | Y |

If your baby is not alive or is not living with you now, go to Question 66.

63. Where does your new baby usually sleep?

Check one answer

- In a crib, cradle or bassinet
- On an adult bed or mattress
- Someplace else? → Please tell us:

64. Does your new baby usually sleep with bumpers, pillows, or toys?

- No
- Yes

65. Does your new baby usually sleep in the same bed with you or another adult or child?

- No
- Yes

66. Since your new baby was born, have you been tested for diabetes or high blood sugar?

- No → **Go to Question 69**
- Yes

67. Since your new baby was born, did a doctor, nurse, or other health care worker tell you that you had diabetes?

- No
- Yes → **Go to Question 69**

68. Did a doctor, nurse, or other health care worker tell you that you had prediabetes, borderline diabetes or high blood sugar?

- No
- Yes

69. Have you ever had your teeth cleaned by a dentist or dental hygienist?

- No → **Go to Page 14, Question 71**
- Yes

70. How long has it been since you had your teeth cleaned by a dentist or a dental hygienist?

- Within the past year (less than 12 months)
- 1 to less than 2 years (12 to 23 months)
- 2 to less than 5 years
- 5 or more years

14

71. Are you currently in school?

- No
- Yes

72. Are you currently working outside the home?

- No
- Yes

73. What language do you usually speak at home?

Check one answer

- English
- Spanish
- Russian
- Chinese (includes Mandarin & Cantonese)
- Indian (includes Hindi & Tamil)
- Creole
- French
- Other → Please tell us:

74. Were you born outside the United States?
(Please include Puerto Rico as outside of the US.)

- No → Go to Question 76
- Yes



75. How old were you when you moved to the United States?

_____ Age in years

76. In the last 30 days, have you been concerned about having enough food for you or your family?

- No
- Yes

The last questions are about the time during the ***12 months before*** your new baby was born.

77. During the 12 months before your new baby was born, what was your yearly total household income before taxes? Include your income, your husband's or partner's income, and any other income you may have received. (All information will be kept private and will not affect any services you are now getting.)

- Less than \$10,000
- \$10,000 to \$14,999
- \$15,000 to \$19,999
- \$20,000 to \$24,999
- \$25,000 to \$34,999
- \$35,000 to \$49,999
- \$50,000 to \$74,999
- \$75,000 or more

78. During the 12 months before your new baby was born, how many people, including yourself, depended on this income?

_____ People

79. What is today's date?

____ / ____ / 20____
Month / Day / Year

Please use this space for any additional comments you would like to make about the health of mothers and babies in New York City.

Thanks for answering our questions!

Your answers will help us work to make New York City mothers and babies healthier.



**NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE**
Thomas A. Farley, MD, MPH
Commissioner

APPENDIX D

CONFIDENTIALITY STATEMENT

Pregnancy Risk Assessment Monitoring System Operations

**PIN: 12FN025900R0X00
PRAMS Confidentiality Agreement**

I understand that all personal records (Medical Records, Vital Records, Medical Examiners Records, PRAMS survey data, and any other data) are confidential and privileged under law. As a condition of being permitted to perform research and surveillance activities using such records, I agree that I will not disclose through discussions or publications, or in any other fashion, personally identifying information that would lead to the identification of any of the individuals whose records I review. I further agree that I will insure the safekeeping of the records I review or use for data analysis by not sharing these records with anyone outside of the Bureau of Maternal, Infant and Reproductive Health.

When calling a PRAMS mother at home, I will not disclose that the mother may have been pregnant or may have a child. I will not discuss the nature of the call with anyone other than the sampled mother, except to indicate that I am calling from the NYC Department of Health and Mental Hygiene regarding a survey on the health of women. Furthermore, I will not leave records containing identifying information on my desk or in my work area, where others may view them.

Name (Please Print)

Title

Signature

Date