

CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
Division of Epidemiology/World Trade Center Health Registry (WTCHR)
REQUEST FOR PROPOSALS
FOR THE PROVISION
World Trade Center Health Registry: Wave 4 Adult Survey
PIN: 15WT000100R0X00

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AUTHORIZED AGENCY CONTACT PERSON

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

Name: Shamecka Williams
Mailing Address: Office of the Agency Chief Contracting Officer
 Department of Health and Mental Hygiene
 42-09 28th Street, CN-30A
 Long Island City, NY 11101



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SECTION I - TIMETABLE

A. Release Date of the Request for Proposals: September 6, 2013

B. Questions

Questions about this Request for Proposals (“RFP”) may be asked in writing to the Authorized Agency Contact Person’s Mailing Address or to the E-Mail Address as listed below only.

Question/Clarification Deadline:

(i) Date: September 20, 2013

(ii) Time: 2:00 pm

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

C. Question Response Date:

Answers to all questions asked (both by mail and e-mail) will be available on the Agency’s website at www.nyc.gov/health. A list of the questions and answers will also be sent to everyone who picked up or downloaded this RFP.

D. Proposal Due Date and Time and Location:

- **Date:** **October 10, 2013**
- **Time:** **2:00 p.m.**
- **Location:** **Office of the Agency Chief Contracting Officer**
Department of Health and Mental Hygiene
42-09 28th Street, CN-30A
Long Island City, NY 11101
Attn: Shamecka Williams

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.

E. Anticipated Contract Start Date: July 01, 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 contractor to collect health survey data using the World Trade Center Health Registry (WTCHR) Wave 4 Adult Survey from approximately 68,000 adult enrollees (persons exposed to the events of 9/11 who enrolled in the WTCHR in 2003-4). Registry data are used to submit findings to peer-reviewed journals, share findings with enrollees and the public, respond to health concerns and assess gaps in care for 9/11-related health problems, and are actively used by decision-makers to inform policy.

The WTCHR Wave 4 Adult Survey is a self-administered survey that will provide updated physical and mental health information approximately 14 years post-9/11 for longitudinal analysis of WTC-related health outcomes and detection of new emerging health conditions. Attached to this RFP are appendices with Registry background (Appendix B) and the Wave 4 protocol (Appendix C).

The Wave 4 Adult Survey will collect data using two survey modes: paper and web (“online”) surveys. Unlike prior WTCHR health surveys, the Wave 4 Survey will not include a CATI (computer assisted telephone interview) survey mode component. A new feature for the Wave 4 Adult Survey is the option for enrollees to complete a web survey using a mobile device (e.g., a tablet or smart phone).

The selected vendor will adhere to the Wave 4 protocol in order to create scannable paper survey instruments, develop quality control (QC) protocols and conduct QC of scanned paper surveys, create and host the web survey, provide a web survey help desk, conduct data cleaning of the final merged data set, and obtain updated contact information for selected enrollees. The final product will include a cleaned dataset of all Wave 4 survey responses delivered to DOHMH along with a data file user’s manual and an outcomes rates report.

The Agency anticipates that there will be no subcontracting under the agreement that results from this Request for Proposals.

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded from this RFP will be for two years, from July 1, 2014 to June 30, 2016, with data collection occurring approximately March through December 2015. The contract may include a 1 year 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 Maximum Available Funding

It is anticipated that the maximum available funding for the contract awarded from this RFP will be up to \$1,500,000, with up to \$1,000,000 for July 1, 2014 through June 30, 2015, and up to \$500,000 for July 1, 2015 through June 30, 2016. Greater consideration will be given to proposers that propose more competitive prices in combination with a high quality program. The Agency reserves the right to postpone or cancel this RFP in whole or in part, and to award a contract to the selected contractor which includes the full or a reduced scope of work that is listed in this RFP, due to funding constraints..

D. Anticipated Payment Structure

It is anticipated that the payment structure of the contract awarded from this RFP will be based on monthly reimbursements of time and material fees tied to DOHMH approved sub-deliverables, with a not-to-exceed lump sum amount for each DOHMH-approved sub-deliverable and deliverable. Each sub-deliverable will not be paid in-full until DOHMH receives and accepts a satisfactory specific outcome for the sub-deliverable.

E. Minimum Qualification Requirements

The following is the Minimum Qualification Requirement of this RFP. Proposals that fail to meet this requirement will be rejected.

1. The contractor must have an Institutional Review Board (IRB) for the protection of human subjects that meets federal regulation standards (as defined by the U.S. Department of Health and Human Services in the Code of Federal Regulations, Title 45, Part 46) and has a Federal-wide Assurance Number OR must have access to an institutional IRB that meets Federal regulation standards and has a Federal-wide Assurance Number.

The contractor should include in the proposal the Federal-wide Assurance Number of their IRB (or the IRB that the vendor has access to) along with the name and contact number of the chair of this IRB.

F. Available Reference Documents

The following documents, which may assist proposers in preparing their proposals, are available either online (via the links listed below) or as an appendix to this RFP:

1. Wave 3 Adult Paper Survey Instrument, available at:
<http://www.nyc.gov/html/doh/wtc/downloads/pdf/wtc/adult-wave-3survey.pdf>
2. Wave 1 Data File User's Manual (DFUM), available at:
<http://www.nyc.gov/html/doh/wtc/downloads/pdf/wtc/wtc-datafile-manual.pdf>
3. Wave 1 Outcomes Rates Report, available at:
<http://www.nyc.gov/html/doh/wtc/downloads/pdf/wtc/wtc-outcome-explanation.pdf>
4. Wave 2 Data File User's Manual (DFUM), available at:
<http://www.nyc.gov/html/doh/wtc/downloads/pdf/wtc/wtc-datafile-manual06.pdf>
5. WTCHR Background and Previous Surveys (Appendix B)
6. Wave 4 Adult Survey Protocol and Methodology (Appendix C)
7. Confidentiality Pledge (Appendix D)
8. WTCHR Tracing Protocol (Appendix E)
9. Wave 3 Data Cleaning Rules Document (Appendix F)

SECTION III: SCOPE OF SERVICES

A. Agency Goals and Objectives

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

1. Collect representative data in 2015 from those adult enrollees who completed at least two of the three WTCHR health surveys to-date (approximately 52,400 "longitudinal" enrollees) and those adult enrollees who only completed the initial Wave 1 2002-3 survey (approximately 15,600 "non-longitudinal" enrollees) using the Wave 4 physical and mental health long and short surveys, respectively. A data extract will be provided by the Agency to the selected contractor.
2. Provide prevalence data of key health outcomes such as respiratory diseases and post-traumatic stress disorder (PTSD) from the WTCHR's Wave 4 survey for adult enrollees as a whole as well as separately for any subgroup, including survivors and respondents.
3. Provide data from the WTCHR Wave 4 adult survey to track health status and health care needs of WTCHR enrollees and to inform policy.
4. Disseminate findings and de-identified data from the WTCHR Wave 4 adult health survey through peer-reviewed publications, annual reports and via the nyc.gov/9-11HealthInfo web page on the DOHMH website.
5. Obtain an overall response rate of a minimum of 55% for the WTCHR Wave 4 adult health survey.

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:

1. Experience

1.1 The contractor would have at least four (4) years of successful relevant experience in the past 10 years in all of the following; greater consideration would be given to proposers with more than four years of experience in at least one of the following:

- Designing, developing and implementing a longitudinal health survey, that includes both physical and mental health questions, in adult English, Spanish and Chinese-language populations;
- Designing, developing and implementing a multi-mode health survey that included self-administered paper and web modes of data collection, and that met minimum response goals;
- Programming and hosting online ("web") self-administered health surveys that include both physical and mental health questions; and conducting security testing of the online surveys including network and vulnerability scans;

- Creating English, Spanish and Chinese-language paper survey instruments using data capture software (preferably Teleform) for self-administered health surveys that include both physical and mental health questions;
- Training and supervising staff conducting Quality Control of the process of capturing accurate and complete data from completed, returned self-administered health survey forms that were created using data capture software (preferably Teleform);
- Conducting active tracing of contact information (including at least mailing address and telephone numbers) for subjects in a large study population (greater than 5,000 subjects); and
- Managing data collection in multi-mode self-administered surveys, including web and paper surveys (using paper survey instruments created using data capture software).

2. **Organizational Capability**

The contractor would:

- 2.1. Have the capability to identify and assign the following lead staff:
 - a Project Manager with comparable adult health survey experience to serve as a day-to-day contact for DOHMH staff;
 - a Backup Project Manager who will serve as the alternate contact for DOHMH staff. The Project Manager will assume ultimate responsibility for the contractor's performance;
 - an IT Project Lead;
 - a Backup IT Lead ;
 - a Lead for Tracing Activities.
- 2.2. Have well-trained and experienced staff in the following areas:
 - conducting cognitive testing and tracing;
 - hosting a help desk for the web survey;
 - conducting self-administered physical and mental health surveys in data collection of a scope and size similar to that required by this RFP.
- 2.3. Provide a secure and confidential environment for data handling and storage, including a dedicated DBMS SQL 2008 or later version database(s) with back end encryption to receive and save the completed survey responses;
- 2.4. Have electronic systems for tracking surveys and participation rates and the capability to ensure that these systems are secure and can maintain the confidentiality of private information;

- 2.5. Have the capacity and ability to identify and assign to the project within a two week period a qualified, suitable replacement staff person in the event a key project contractor staff person left the project; and
- 2.6. Have appropriate facilities so that project work would occur on the Contractor's premises.

3. **Approach**

The contractor would:

- 3.1. Design, develop and implement a longitudinal multi-mode health survey, with short and long versions targeted to specific enrollees, that includes self-administered paper and web modes of data collection; conduct one-on-one cognitive testing of surveys with potential subjects; and plan and means to maximize the short and long survey response rates, with a targeted minimum response rate of 55% overall.
- 3.2. Create Wave 4 survey paper survey instruments using data capture software (preferably Teleform) in English, Spanish and Chinese that result in instruments that optimize the accuracy and completeness of data captured by scanning these instruments; provide oversight of all steps in the paper survey process to capturing the data accurately and completely from completed returned paper surveys; and handle the volume of paper surveys described in Section III.C. of this RFP.
- 3.3. Program and host Wave 4 online ("web") self-administered health surveys with features described in Section III.C. of this RFP; incorporate security safeguards into the online survey, including but not limited to: front end verification of enrollee's year of birth, time outs, and limited number of failed attempts before locking access to a survey; conduct security testing of the online surveys including network and application vulnerability scans; develop and implement multi-device access so that enrollees could complete online surveys using mobile devices with Apple Android or Windows operating systems, including tablets (e.g., iPad, Kindle) and/or smart phones; and create an application for Agency staff to use to create and print out a report of the survey responses entered by an enrollee into an online survey;
- 3.4. Manage data collection in multi-mode self-administered surveys, including web and paper surveys (using paper survey instruments created using data capture software). Develop and implement data cleaning rules for the combined paper and web datasets, preparing a Data File User's Manual and an Outcomes Rates Report; and conducting tracing to obtain updated contact information of enrollees lost-to-follow-up or with invalid or missing contact information. Track, calculate and report response rates of surveys with a demonstrated ability to attain at least minimum response rate goals.
- 3.5. Manage the human resource assigned to this project, including an approach to high priority issues and availability of project management and staff:
 - Ensure that at least one senior member of the contractor's project team (e.g., the Project Manager, the Backup Project Manager, or another designated project senior staff person) will be reachable for DOHMH senior project staff at least from 9 am to 5pm, Eastern Standard Time Monday through Friday, in case a time sensitive high-priority project issue arises (e.g., a confidentiality breach). "Reachable" will be

defined as an immediate direct contact in person or via telephone with a senior member of the contractor's project team, or a returned telephone call to DOHMH within 2 hours of the initial contact attempt by DOHMH.

- Ensure that the contractor's Project Management and senior IT staff are available to work the normal work hours, which are from 9 am to 5 pm Eastern Standard Time, Monday through Friday. Based on the contractor's request, alternative or additional work hours, including weekend work, may be approved at the discretion of DOHMH. Overtime is not anticipated but provisions to work additional hours as needed to satisfy the project requirements must be accommodated. The contractor will be compensated for overtime at the fixed hourly rate.

3.6. Manage project-related communications with the Agency:

- Ensure key project contractor staff attends the initial project kick-off meeting in person at DOHMH's offices in Long Island City, NY.
- Assign at least one senior contractor staff person to attend three approximately 2-hour long meetings of the Wave 4 Survey Questionnaire Committee.
- Hold internal contractor meetings with project staff to ensure completion of deliverables in a timely manner.
- Submit promptly to DOHMH senior project staff notifications of any proposed changes to contractor key project staff listed in the proposal, along with the CV of the proposed replacement, for approval. Provide vacation schedules of key project staff to DOHMH.
- Participate in bi-weekly project meetings/conference calls - (held weekly during the first two months of data collection) – as well as smaller focused ad hoc meetings/conference calls with DOHMH project staff, and prepare and disseminate meeting notes with highlights of issues discussed, decisions made, next steps, and identification of any potential delays or obstacles. Assume a total of 30 project meetings and approximately 10 ad hoc meetings, all approximately one hour each, will occur during the course of this project.
- Prepare and submit weekly project status reports.
- Prepare and submit to DOHMH monthly invoices that include a listing of staff and hours per person billed to specific project sub-deliverables during that month, and a total billed per project sub-deliverable and deliverable (for the month and cumulative).

3.7. Create a project-specific ftp site for secure transfer of data between DOHMH and contractor staff. Be responsible for daily backups of any programs and applications it develops as part of this project as well as all project data.

3.8. Ensure a secure environment, including protections to safeguard WTCHR enrollees' confidential data. All contractor and subcontractor employees working on the WTCHR Wave 4 Survey must sign a confidentiality pledge (Appendix D) and the contractor must submit these original documents to DOHMH prior to beginning project work.

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:

1. Timely completion of all deliverables, and sub-deliverables, as specified below and in Attachments B-1, B-2, and B-3, Price proposal.**1.1. Deliverable One – Review Questionnaires**

- 1.1.1. Conduct survey expert review of the long and short draft survey questionnaires, providing feedback at minimum on survey readability, clarity, logic, sensitivity or bias, cross-cultural considerations, consistency, sequencing of questions, and relevance.
- 1.1.2. Provide a summary report to DOHMH with specific recommendations for both the long and the short survey questionnaires, including recommendations to optimize clarity of instructions; maximize response rates; minimize mode effects between the paper, web and mobile devices survey modes; and address the issues noted in section 1.1.1 above. In addition, provide advice and recommendations on the optimal use of a small incentive (approximately \$2) to maximize response rates.

For this deliverable, DOHMH will provide to the contractor the following:

- Short and long survey draft questionnaires in Word with final content for expert survey review, including the two modules of the long survey; and
- Timely feedback on review of recommendations.

1.2. Deliverable Two – Create Paper Survey Instruments using data capture software (preferably Teleform)

- 1.2.1. Create using data capture software (preferably Teleform) the long and short **English-language** paper self-administered survey instruments that will permit DOHMH staff to scan completed paper surveys and capture survey responses into a secure database. [Include a designated space for DOHMH to place during printing a unique bar code assigned to each enrollee the cover page - and at least every other subsequent page of the paper survey for each individual enrollee targeted to receive a paper survey. This unique bar code will facilitate linking of survey responses to specific enrollees and facilitate identification of the appropriate survey version to use when scanning the paper survey to capture survey responses.]

Step 1: Create one paper survey instrument for cognitive testing (the long survey version with both modules).

Step 2: After cognitive testing, create the final English-language paper survey instruments (a total of 4 versions of the long survey and 1 version of the short survey, as described in Appendix C). For the purpose of this RFP, assume approximately 5% of the survey content will change from Step #1 to Step #2 (as a result of cognitive testing). These final paper survey instruments will

incorporate DOHMH-approved vendor recommendations that (a) optimize the accuracy and completeness of data capture via scanning and (b) other changes that result from cognitive testing.

- 1.2.2. Create using data capture software (preferably Teleform) the long and short ***Chinese-language and Spanish-language*** paper self-administered survey instruments in Spanish and Chinese, using translations of the English language paper survey instruments provided by DOHMH. [Include a designated space for DOHMH to place during printing a unique bar code assigned to each enrollee on the cover page - and at least every other subsequent page of the paper survey. This unique bar code will facilitate linking of survey responses to specific enrollees and facilitate identification of the appropriate survey version to use when scanning the paper survey to capture survey responses.]

Step 1: Create one paper survey instrument for cognitive testing (the long survey version with both modules).

Step 2: After cognitive testing, create the final Spanish-language and Chinese-language paper survey instruments (a total of 4 versions of the long survey and 1 version of the short survey for each language, as described in Appendix C). For the purpose of this RFP, assume approximately 5% of the survey content will change from Step #1 to Step #2 (as a result of cognitive testing). These final paper survey instruments will incorporate DOHMH-approved vendor recommendations that (a) optimize the accuracy and completeness of data capture via scanning and (b) other changes that result from cognitive testing.

For this deliverable, DOHMH will provide to the contractor the following:

- Pre-cognitive testing final short and long survey questionnaires in Word (that incorporate DOHMH-accepted recommendations from the vendor's expert review of the surveys);
- Chinese and Spanish translations of the initial long survey questionnaire for cognitive testing, and the final short and long survey questionnaires;
- A dataset with the unique bar code specified for each individual enrollee. The bar code will include an unique enrollee ID number and will specify the language and the Wave 4 survey version assigned to the enrollee;
- Post-cognitive testing final short and long survey questionnaires in Word;
- Timely feedback on review of deliverable outcomes.

1.3. **Deliverable Three – Conduct Cognitive Testing of the Paper Survey Instruments**

- 1.3.1. Prepare questions to ask enrollees in the structured cognitive testing interviews.
- 1.3.2. Provide interviewer(s) and conduct one-on-one cognitive testing interview sessions, of approximately 1½ - 2 hours duration each, with 12 English language adult enrollees to test whether the subjects clearly understand the questions in the long paper survey instrument.
- 1.3.3. Provide a summary report to DOHMH with specific recommendations for the long and the short survey questionnaires, based on cognitive interviews across all three languages.

For this deliverable, DOHMH will provide to the contractor the following:

- Contact and recruit enrollees to participate in cognitive testing;
- Schedule appointments and make reminder telephone calls;
- A \$50 incentive for each enrollee who participates in cognitive testing;
- A conference room in the DOHMH building at 42-09 28th Street in Queens, NY to conduct the interviews;
- Conduct cognitive interviews with Chinese and Spanish enrollees and provide a written summary report;
- Timely feedback on review of deliverable outcomes.

1.4. **Deliverable Four – Develop Quality Control (QC) Protocols for data capture from the long and short paper surveys and train Contractor and DOHMH staff.**

1.4.1. Develop a comprehensive data QC protocol that includes recommendations and specific instructions for handling the following steps in order to optimize accurate and complete data capture from paper surveys:

1.4.1.1. **Checking in surveys:** In this step, DOHMH staff open envelopes containing returned completed paper surveys, record surveys received per day, and scan the enrollee's bar code on the first page of each completed survey to "check-in" the completed survey by capturing the bar code number into a database.

1.4.1.2. **Pre-scanning preparation:** In this step, DOHMH staff create batches of 10 surveys (with the same language-specific version of the survey) and place a batch cover sheet on top of the batch. As the survey batch moves through different steps or sub-steps, the dates each step is completed along with the name of the staff person completing the activity is recorded on the batch cover sheet. After a batch is created, it is transferred to a cutting station. Each batch of surveys is cut using a professional paper cutter along one side in order to create separate pages (from saddle-stitched survey booklets) for scanning. Batches are stored in batch number order in locked file cabinets in a DOHMH work area.

1.4.1.3. **Scanning:** In this step, DOHMH staff remove one batch of surveys from the locked cabinet, select the Teleform version of the survey that matches the batch survey version, and scans the batch of surveys to capture the data into a survey database along with a .pdf of each survey scanned.

1.4.1.4. **Post-scanning Verification and Correction:** In this step, Vendor staff will review each scanned survey on a screen to ensure (1) the correct bar code number was captured for all survey pages, and (2) that the data entered on each survey form was captured accurately and completely into the survey database, and make corrections as needed. Teleform software has a "Verification" step in which responses with potential errors are highlighted to facilitate review and correction. Those instances in which a decision cannot be made for correction will be passed on to more senior staff in the next step. In addition, per DOHMH experience, certain fields are often identified as "problematic" during the course of reviewing completed project-specific surveys. Senior vendor staff will need to identify these potentially problematic fields (where Teleform tends to make a mistake) and instruct their staff to double-check these fields during verification review.

- 1.4.1.5. **Final QC:** In this step, more senior vendor staff will conduct final QC that will include at minimum comparison of paper survey responses (e.g., as displayed in the survey pdfs) to data captured in final survey database and resolution of any pending corrections from the previous step.
- 1.4.2. Conduct at least two training sessions, one for DOHMH staff who will conduct the Checking-in surveys, Pre-scanning preparation, and Scanning survey steps detailed above, and one for contractor staff who will conduct the Post-scanning Verification and Correction, and Final QC steps.
- 1.4.3. Oversee all QC steps in the paper survey QC process to ensure the capture of the data accurately and completely from completed returned paper surveys.

For this deliverable, DOHMH will provide to the selected vendor the following:

- Timely feedback on review of deliverable outcomes.

1.5. **Deliverable Five – Conduct QC of the scanned data from completed long and short paper surveys (following the QC protocol developed under Deliverable 4)**

- 1.5.1. Assign a QC specialist to oversee and direct the entire paper survey data quality control process, including the steps to be completed by DOHMH staff.
- 1.5.2. Conduct all Post-scanning Verification and Correction, and Final QC steps of approximately 16,000 long (with 7 double-sided pages of survey responses) paper surveys.
- 1.5.3. Conduct all Post-scanning Verification and Correction, and Final QC steps of approximately 1,000 short (with 2 double-sided pages of survey responses) paper survey.
- 1.5.4. Prepare and deliver to DOHMH at least weekly an electronic data file (ASCII, comma-delimited) with raw and post-QC paper survey data and a weekly progress report. This report should include at minimum the number of surveys processed within this period and to-date (reported separately for long and short surveys, and by language), the significant issues encountered and how these issues were resolved, any outstanding issues that need to be addressed and proposed solutions, and recommendations and steps to take to make quality control improvements.
- 1.5.5. Provide a final closeout report and a final paper survey database to DOHMH at the end of the data collection period.

Note: Based on Wave 3 survey responses, the contractor should anticipate that approximately 96.8% of the returned surveys will be English language surveys, approximately 1.6% will be Spanish language surveys, and approximately 1.6% will be Chinese language surveys.

For this deliverable, DOHMH will provide to the contractor the following:

- DOHMH staff will attend the vendor training and conduct the following QC steps: Checking-in surveys, Pre-scanning preparation, and Scanning surveys;

- Data entry of all free text fields;
- Translations for any Spanish and Chinese free text responses; and
- Timely feedback on review of deliverable outcomes.

For paper surveys, DOHMH will be responsible for providing the following:

- Postage costs for all mailed Wave 4 survey communications with enrollees;
- Print and mail all Wave 4 survey lead letters to enrollees;
- Print and mail all rounds of the short and long paper survey packets, postcard reminders, and all other Wave 4 survey-related communications to enrollees, including resending surveys and other communications to enrollees for whom DOHMH received a forwarding address or an updated address;
- Chinese and Spanish translations of all Wave 4 surveys and communications materials;
- Print and mail thank you letters to all enrollees who complete the survey via either paper or web mode;
- The small incentives (if applicable) to thank enrollees for completing a Wave 4 survey; and
- Track enrollee requests to change survey mode and send these requests to the contractor as needed.

1.6. **Deliverable Six** – Conduct Tracing

- 1.6.1. Develop a short tracing protocol, with the content of communications and the order and number of contacts based on the WTCHR’s Tracing Protocol (Appendix E).
- 1.6.2. Conduct tracing of approximately 2,000 enrollees with invalid, missing or undeliverable telephone numbers and/or addresses and approximately 500 enrollees lost to follow-up (with no known valid contact information) to obtain the most current contact information (including home/work/cell telephone numbers, home address and email address, when available).
- 1.6.3. Deliver to DOHMH weekly, when tracing activities are active, an electronic data file (ASCII, comma-delimited) with tracing results and any updated contact information for each of the 2,500 enrollees traced.
- 1.6.4. Provide a brief final summary tracing report.

For this deliverable, DOHMH will provide to the contractor the following:

- A dataset of approximately 2,000 enrollees to be traced by the vendor that includes for each enrollee current or last known primary contact information along with secondary contact information (e.g., for friends and family members provided by the enrollee); and
- Timely feedback on review of deliverable outcomes

1.7. **Deliverable Seven** – Program the online (“web”) Survey Instruments

- 1.7.1. Design and program the English-language long and short online (“web”) survey instruments. The web survey instruments should be created to optimize response

rates as well as minimize mode effects (when compared to the paper survey instruments). The online survey program(s) will include at least the following features:

- Enrollees will be permitted to “suspend” a survey at any point in the survey and then return to complete the survey at a later time.
- “Next” and “Previous” buttons will be displayed on every survey screen as appropriate.
- Survey responses entered into the online surveys will be saved into a database automatically every time the enrollee hits “Next” to advance to the next screen through the survey. The application will be Section 508 compliant (to ensure the web survey is accessible to people with disabilities). To review Section 508 standards for web-based applications, visit <http://www.section508.gov/index.cfm?fuseAction=stdsSum>.
- The security level of the application will be NIST (National Institute of Standards and Technology) low. To review NIST standards for security levels visit: <http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>.
- The DOHMH and WTCHR logos, provided by DOHMH, will appear at the top of all survey pages.
- At the end of the survey, enrollees will be provided with an option to “preview” their survey responses prior to submitting their survey. A “Preview/Submit” screen will appear just after the last survey question and there will be two options displayed for users: “Preview” and “Submit”.
 - Enrollees who click on the “Submit” button will be directed to a “Thank you” screen. Once an enrollee click on the “Submit” option, the survey will be finalized and “locked” and the enrollee will be prohibited from returning to the survey to make any changes or to print a copy of their survey.
 - Enrollees who click on the “Preview” button option will be directed to a “Summary Survey Report” screen which will display an onscreen summary report of the survey that the enrollee just completed. This summary report will include abbreviated questions and the enrollee’s response (for all of the questions the enrollee responded to). At the bottom of the “Summary Survey Report” screen, the enrollee will be presented with three options (buttons): “Go back”, “Print” and “Submit”.
 - Enrollees who click on the “Submit” button will be directed to a “Thank you” screen.
 - Enrollees who click on the “Go back” button will be able to return to the survey and make corrections. Once the corrections are made, these enrollees will be directed to the “Preview/Submit” screen.
 - Enrollees who click on the “Print” button will be able to “print” a copy of their survey responses. This printed copy will be identical to the final onscreen summary survey report and will also include the enrollee’s name and WTCHR Survey ID at the top of each

page of the printed copy. Once the enrollee selects the “Print” option and prints the survey, the enrollee will return to the “Summary Survey Report” screen (with the same three options, “Go back”, “Print” and “Submit” displayed).

- Provide during the “Preview” function a directory, “map”, or listing of survey questions answered so that enrollees could quickly and easily access a survey question they had answered to review and make corrections, as needed. This feature would replace the need for an enrollee to back up through the entire survey in order to view and correct, if needed, a survey response to a previous question and would also replace the need for the enrollee to advance through the entire survey, one question at a time, once a correction was made in order to access the “Preview/Submit” screen.

- 1.7.2. Program the long and short versions of the web survey instruments so that enrollees will be able to access and complete a web survey by clicking on a personalized link in an email sent to them by DOHMH. Prepare and send the personalized login credentials (a unique URL for each enrollee) to DOHMH so DOHMH may include this personalized link in the emails sent to enrollees. Incorporate security safeguards such as time outs and locked access to a survey after a number of failed access attempts.

The personalized links will include encrypted login credentials (an enrollee’s ID) and will specify which survey version the enrollee should complete (e.g., a long or short survey). After clicking on the link, the enrollee will be prompted to verify his or her identity by entering a year of birth. The contractor’s code will require an exact match between the year of birth entered by the enrollee and the year of birth linked to that enrollee’s ID in a separate database held by the contractor. Only those enrollees whose year of birth is verified will be permitted to proceed and begin their assigned short or long online survey. The application will prompt those enrollees whose identity is unable to be verified to contact the Registry.

- 1.7.3. Provide a secure dedicated DBMS SQL 2008 or later version database(s) with back end encryption to receive and save the survey responses entered by enrollees.
- 1.7.4. Create an application for DOHMH staff to use to create and print out a report of the survey responses entered by an enrollee. This report will also include the enrollee’s name and WTCHR Survey ID at the top of each page of the printed copy and be similar (or identical) to the printed copy of the survey responses an enrollee may select to print at the end of the survey.
- 1.7.5. Enable the online survey to permit multi-device access to view and complete the short version of the online survey. Include at minimum access to the online surveys using mobile devices with Apple Android or Windows operating systems, including tablets (e.g., iPad, Kindle) and smart phones.

- 1.7.6. Develop and implement enhancements to the online survey to permit multi-device access to view and complete the long version of the online survey. Include at minimum access to the online surveys using mobile devices with Apple Andriod or Windows operating systems, including tablets (e.g., iPad, Kindle) and smart phones.
- 1.7.7. Enable the online survey to permit multi-browser access to view and complete the short and long versions of the online survey. Include at minimum access to the online surveys using the following internet browsers: Microsoft Internet Explorer, Google Chrome, Google Andoid, Mozilla Firefox, and Safari.
- 1.7.8. Detect, or provide users with the option to select, the type of tablet or smart phone (and/or the type of operating system) the user is using to access the online web survey.
- 1.7.9. Develop test cases, and conduct user testing of the web survey instruments in coordination with DOHMH Registry staff. Prior to the launch of the online survey instruments, the instruments must pass user testing to Registry staff's satisfaction.

For this deliverable, DOHMH will provide to the contractor the following:

- Timely feedback on review of deliverable outcomes.

1.8. **Deliverable Eight** – Facilitate a DOHMH security review and testing of the web survey instruments and web site

- 1.8.1. Provide a security report to DOHMH that includes at minimum a high-level architectural view of the survey instruments and the contractor's network including a description of security features (e.g., firewalls).
- 1.8.2. Provide test cases and facilitate security testing of the online survey instruments by the contractor and DOHMH's Division of Informatics and Information Technology (DIIT). DIIT will conduct network ("Nessus") and application vulnerability scans. DIIT, or the contractor under the direction of DIIT, will also conduct load testing and browser testing of the online survey application. Prior to the launch of the online survey instruments, the contractor shall remediate any high-level risk vulnerabilities identified by DIIT's network and application vulnerability scans, or resolve these vulnerabilities to DIIT's satisfaction, and pass load and browser testing to DIIT's satisfaction.
- 1.8.3. Participate in an in-person or telephone 2 hour meeting or site visit at the Contractor's offices between one or more DOHMH staff and approximately 2 contractor staff to resolve any remaining security questions and issues prior to launch of the online surveys. Any travel costs for DOHMH staff to attend an in-person meeting or site visit at the contractor's offices will be covered by DOHMH.

For this deliverable, DOHMH will provide to the contractor the following:

- Timely feedback on review of deliverable outcomes; and

- In collaboration with contractor staff, conduct user, browser and load testing of the short and long web surveys, and vulnerability scans of the vendor's network and the online survey application

1.9. **Deliverable Nine** – Host the Online (“Web”) Survey Instruments

- 1.9.1. Host the long and short English language online surveys for the approximately 9 month period of data collection and the prior approximately 3 month testing and pilot launch period.
- 1.9.2. Host the online surveys in a secure, dedicated domain with a secure data backup. The application and web site will be Section 508 compliant (to ensure the web survey is accessible to people with disabilities) and the security level will be NIST (National Institute of Standards and Technology) low.
- 1.9.3. Provide 24 hours/day, 7 days a week access to the online surveys through the 12 month period of testing and data collection.
- 1.9.4. Prepare and deliver to DOHMH at least weekly an electronic data file (ascii, comma-delimited) with raw and cleaned post-QC web survey data and a weekly progress report. This report should include at minimum the number of surveys received within this period and to-date (reported separately for long and short surveys), any significant issues encountered and how these issues were resolved, any outstanding issues that need to be addressed and proposed solutions, and recommendations and steps to take to make quality control improvements.
- 1.9.5. Provide a final closeout report and a final web survey database to DOHMH at the end of the data collection period.

For this deliverable, DOHMH will provide to the contractor the following:

- Send all email invitations and email reminders to enrollees, and
- Timely feedback on review of deliverable outcomes.

1.10. **Deliverable Ten** – Online Survey Help Desk

- 1.10.1. Set up a help desk to provide technical assistance to enrollees who are experiencing difficulties accessing and/or completing their web surveys. Provide a telephone number and email address for enrollees to access the help desk and include this contact information in the web surveys. Set up appropriate safeguards so that the help desk staff do not have access to the backend application or database(s), but do have access to the survey instrument itself using a pseudo account.
- 1.10.2. Develop a brief help desk protocol, including Frequently Asked Questions with responses (FAQS) and train help desk staff in the DOHMH-approved version of the protocol.
- 1.10.3. Provide staffing of the help desk throughout the 9 month period of data collection during the following hours: M-Th 9am-10 pm; Fri 9am – 9pm; Sat 10am – 6 pm;

and Sun 12 noon – 9 pm. Describe the process for selecting and assigning staff to the help desk, including the qualifications required.

- 1.10.4. Provide technical assistance to enrollees, including situations such as intermittent crashes, lost personalized email with embedded ID, difficulty logging in, navigation questions, using the preview survey responses and print survey options, how to resume a survey, browser issues, and other issues.

Note: The contractor should assume that the help desk call/email volume for the Wave 4 Survey will be the same as the Wave 3 survey. During the Wave 3 survey, approximately 300 enrollees contacted the help desk and utilized a total of 65 help desk staff hours (at an average of 13 minutes/contact).

For this deliverable, DOHMH will provide to the contractor the following:

- Training in handling distressed callers, and
- Timely feedback on review of deliverable outcomes.

1.11. **Deliverable Eleven – Develop and implement data cleaning rules**

1.11.1. Develop a data cleaning protocol that includes rules for cleaning data from both the short and long versions of the web and paper surveys, including clear rules for the handling of missing data, invalid data, the skip logic following each gate question, and more complicated issues (e.g., inconsistencies within a survey), based on the WTCHR’s Wave 3 Data Cleaning Rules document (Appendix F).

1.11.2. Implement data cleaning using the DOHMH-approved data cleaning protocol, first cleaning the web and paper surveys separately and then cleaning the combined data (if needed).

1.11.3. Provide to DOHMH final, cleaned datasets including the final paper, final web and final combined paper and web datasets.

For this deliverable, DOHMH will provide to the contractor the following:

- Timely feedback on review of deliverable outcomes.

1.12. **Deliverable Twelve – Prepare a Data File User’s Manual**

1.12.1. Prepare a Data File User’s Manual (DFUM) based on the final combined web and paper dataset. This DFUM will include at least the following:

- Documentation to familiarize data users with the instrumentation, methodology, data collection results, and data processing (including variable recoding) of the Wave 4 Survey;
- A description of survey design, testing, and implementation;
- Copies of the short and long paper and web surveys; and
- A codebook-style listing of variable frequencies that follows the same format as the WTCHR Wave 1 Survey’s Data File User’s Manual. (Visit <http://www.nyc.gov/html/doh/wtc/downloads/pdf/wtc/wtc-datafile-manual.pdf>)

- 1.12.2. Provide to DOHMH an electronic, editable version of the final Wave 4 DFUM, including the codebook and the SAS code for creating the codebook.

Note: The contractor should use the Wave 2 DFUM as a model (see link above).

For this deliverable, DOHMH will provide to the contractor the following:

- Timely feedback on review of deliverable outcomes.

1.13. **Deliverable Thirteen – Prepare a Calculations of Outcomes Rates Report**

- 1.13.1. Prepare a Wave 4 Survey *Calculation of Outcome Rates Report* based on the final combined web and paper dataset. The report should follow the same format as the WTCHR Wave 1 (“Baseline”) Survey’s *Explanation and Calculation of Outcomes Rates Report*, available online at:
<http://www.nyc.gov/html/doh/wtc/downloads/pdf/wtc/wtc-outcome-explanation.pdf>

The Wave 4 *Calculation of Outcomes Rates Report* will include at least the following information prepared using AAPOR (American Association for Public Opinion Research) standards:

- Documentation and explanation of the calculations of the final outcome rates for the Wave 4 Survey, including the contact, refusal, cooperation, and response rates;
- Tables with disposition codes and the number of cases for the paper and web Wave 4 surveys;
- The definition, formula, interpretation, and final values for each outcome rate (Contact, Refusal, Cooperation, and Response) for the following 5 subgroups of enrollees: total adults, and each of the four subgroups of adults (Rescue/Recovery workers, Residents, School staff/students, and Building workers and passersby); and
- The definition, formula, interpretation, and final values for the Response Rates separately for both the paper and web modes of the Wave 4 survey.

- 1.13.2. Provide to DOHMH an electronic, editable version of the final Wave 4 Outcomes Rates report along with the SAS Code for calculation of the various outcome rates.

For this deliverable, DOHMH will provide to the contractor the following:

- Timely feedback on review of deliverable outcomes.

1.14. **Deliverable Fourteen — Additional Hourly Services**

- 1.14.1. Prepare and submit materials to the contractor’s IRB to secure IRB approvals on Wave 4 survey activities to be completed by the contractor, in coordination with DOHMH project staff.

- 1.14.2. Conduct overall project management, including at least the following:

- Ensure key project contractor staff attends the initial project kick-off meeting in person at DOHMH's offices in Long Island City, NY.
- Prepare and submit weekly project status reports
- Participate in bi-weekly project meetings/conference calls - (held weekly during the first 2 months of data collection) – as well as smaller focused ad hoc meetings/conference calls with DOHMH project staff, and prepare and disseminate meeting notes (with highlights of issues discussed, decisions made, next steps, and identification of any potential delays or obstacles). Assume a total of approximately 30 project meetings and approximately 10 ad hoc meetings, all approximately 1 hour each, will occur during the course of this project.
- Secure signed confidentiality agreements for all contractor staff and subcontractor staff working on the project and submit these original documents to DOHMH prior beginning project work
- Prepare and submit to DOHMH monthly invoices that include a listing of staff and hours per person billed to specific project sub-deliverables during that month, and a total billed per project sub-deliverable and deliverable (for the month and cumulative)
- Hold internal contractor meetings with project staff to ensure completion of deliverables in a timely manner
- Submit promptly to DOHMH senior project staff notifications of any proposed changes to contractor key project staff listed in the proposal, along with the CV of the proposed replacement, for approval.
- Create a project-specific ftp site for secure transfer of data between DOHMH and contractor staff.
- Assign at least 1 senior contractor staff person to attend three approximately 2-hour long meetings of the Wave 4 Survey Questionnaire Committee
- Provide vacation schedules of key project staff to DOHMH

1.14.3. Conduct other activities as requested by DOHMH senior project staff. For the purpose of responding to this RFP, the contractor should assume that these additional activities will consist of the following:

- Additional programming time (e.g., for additional IT services or tasks) of up to 50 hours
- Additional project management or senior staff time (e.g., for additional reports and services, additional tracing activities) of up to 50 hours

In addition to responsibilities mentioned in previous deliverables, DOHMH will also be responsible for the following tasks:

- Prepare and submit to DOHMH's IRB Wave 4 survey related materials for review and approval. DOHMH's IRB will be the primary IRB for the Wave 4 survey.
- Conduct media outreach and other activities to enhance response rates;
- Respond to questions from enrollees;

- Provide vacation schedules of key DOHMH project staff to the contractor;
- Provide documentation, datasets and other information that will assist the selected contractor in completing the scope of services; and
- Provide the contractor with prompt feedback on draft and final project reports, paper and web survey instruments, recommendations, protocols, and other project documents and deliverables. DOHMH's goal is provide feedback within a week of receipt, but this time period may be shorter for briefer documents/deliverables and longer for more complex or lengthy documents or deliverables.
- Timely feedback on review of deliverable outcomes.

2. **Timely submission of proposed sub-deliverable work plans, as specified below**

Prior to initiating work on a specific sub-deliverable, the contractor will provide to DOHMH the following work plan:

- a brief description of the scope of the specific task
- the total cost of this task based on the agreed-upon deliverable schedule
- a list of staff (and their hours) assigned to work on the sub-deliverable
- a target date for starting work on the sub-deliverable and an estimated completion date
- and a proposed specific outcome for DOHMH acceptance of completion of this sub-deliverable.

DOHMH shall review this workplan . Once DOHMH has provided approval (via email) then the contractor may begin work on this sub-deliverable. This process will be followed for each of the Deliverables, including Deliverable #14 (Additional Hourly Services).

The contractor and DOHMH may decide that the scope of services provided by a particular sub-deliverable would be best covered by only one description and estimate which will include the entire sub-deliverable, while another sub-deliverable may be divided into two or more tasks, each covered by a separate workplan. The total cost for deliverables may not exceed the agreed-upon deliverables schedule.

It is anticipated that the contractor will send monthly invoices that specify separately for each DOHMH-approved sub-deliverable the following: the list of staff working on that sub-deliverable during the month, the total number of hours and rate per hour for each staff person, total hourly costs and total material reimbursement requested for that month.

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.

D. 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, contractors responding to this solicitation are required to complete the attached Doing Business Data Form [Attachment D] and return it with this proposal, and should do so in a separate envelope. (If the responding contractor 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 contractor has failed to submit a Data Form or has submitted a Data Form that is not complete, the contractor 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 contractor 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.

E. Subcontractor Compliance Notice

The selected vendor will be required to utilize the City's web based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term. Please read Attachment F, the subcontractor compliance notice as it relates to competitive solicitations.

F. Compliance with the Iran Divestment Act

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to complete the attached Bidders Certification of Compliance with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, the Agency/Department will be able to award a contract to such proposer only in situations where the proposer is taking steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to Attachment H for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form and to <http://www.ogs.ny.gov/About/regs/ida.asp> for additional information concerning the list of entities.

G. Whistleblower Protection Expansion Act Rider

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read Attachment E, the Whistleblower Protection Expansion Act Rider, carefully.

SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. The proposal should be typed or printed 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. Proposers should clearly mark any section of their proposal that is confidential or proprietary. In addition, proposers should submit a CD-ROM containing an electronic copy of all hardcopy documents submitted in response to this RFP. 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. Demonstrate compliance with the Minimum Submission Requirements described in Section II E above, by attaching a copy of the Institutional Review Board (IRB) to the Proposal Cover Letter.

2. **Technical Proposal**

The Technical Proposal consists of a narrative and additional materials as described in the Proposal Checklist in Section IV.B of this RFP. The Technical Proposal narrative is a clear, concise narrative of no more than 30 pages that addresses the following:

2.1. **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. Contractor would have a least 4 years of successful relevant experience in all of the following areas; greater consideration will be given to proposers demonstrating more than 4 years of experience. Specifically address the following:

- 2.1.1. Describe the proposer’s experience designing, developing and implementing a longitudinal health survey, that includes both physical and mental health questions, in adult English, Spanish and Chinese-language populations.
- 2.1.2. Describe the proposer’s experience designing, developing and implementing a multi-mode health survey that included self-administered paper and web modes of data collection, and a demonstrated ability to achieve at least minimum response rate goals.
- 2.1.3. Describe the proposer’s experience programming and hosting online (“web”) self-administered health surveys that include both physical and mental health questions; and conducting security testing of the online surveys including network and vulnerability scans.
- 2.1.4. Describe the proposer’s experience creating English, Spanish and Chinese-language paper survey instruments using data capture software (preferably Teleform) for self-administered health surveys that include both physical and mental health questions; and training and supervising staff in successful data capture of accurate and complete data from these completed, returned surveys.

- 2.1.5. Describe the proposer's experience conducting active tracing of contact information (including at least mailing address and telephone numbers) for subjects in a large study population (greater than 5,000 subjects).
- 2.1.6. Describe the proposer's experience managing data collection in multi-mode self-administered surveys, including web and paper surveys (using paper survey instruments created using data capture software).

In addition:

- Attach at least three (3) 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. References from NYC DOHMH are not acceptable for the purposes of this RFP.

2.2. Organizational Capability

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

- 2.2.1. Demonstrate that the proposer has appropriate facilities so that project work can occur on proposer's premises.
- 2.2.2. Demonstrate that the proposer's staff is well trained and experienced in conducting self-administered physical and mental health surveys in data collection of a scope and size similar to that required by this RFP.
- 2.2.3. Demonstrate that the proposer's staff is well trained and experienced in conducting cognitive testing and tracing, and hosting a help desk for the web survey.
- 2.2.4. Demonstrate that the proposer can provide a secure and confidential environment for data handling and storage, including a dedicated DBMS SQL 2008 or later version database(s) with back end encryption to receive and save the completed survey responses.
- 2.2.5. Demonstrate that the proposer has sufficient and appropriate electronic systems for tracking the sample and surveys. In addition, demonstrate that these systems are secure and can adequately maintain the confidentiality of private information.

In addition:

- 2.2.6. Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer's organization.
- 2.2.7. 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.
- 2.2.8. Identify the proposed contractor key staff to be assigned to this project, including at least the following positions: Project Manager, Backup Project Manager, IT Lead, Backup IT Lead and Lead for Tracing Activities. Attach for each key staff position a resume and/or a description of the qualifications and experience relevant to this project.

2.3. 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:

- 2.3.1. Describe and demonstrate the effectiveness of the proposer’s plan for designing, developing and implementing a longitudinal multi-mode health survey, with short and long versions targeted to specific enrollees, that includes self-administered paper and web modes of data collection; and plan and means to maximize the short and long survey response rates, with a targeted minimum response rate of 55% overall.
- 2.3.2. Describe and demonstrate the effectiveness of the proposer’s approach for creating Wave 4 survey paper survey instruments using data capture software (preferably Teleform) in English, Spanish and Chinese that result in instruments that optimize the accuracy and completeness of data captured by scanning these instruments; oversight of all steps in the paper survey process to capturing the data accurately and completely from completed returned paper surveys; and handling the volume of paper surveys described in Section III.C. of this RFP.
- 2.3.3. Describe and demonstrate the effectiveness of the proposer’s approach to programming and hosting Wave 4 online self-administered health surveys with features described in Section III.C. of this RFP; incorporating security safeguards and conducting security testing of the online surveys including network and application vulnerability scans; developing and implementing multi-device access so that enrollees could complete online surveys using mobile devices with Apple Android or Windows operating systems, including tablets (e.g., iPad, Kindle) and/or smart phones; and developing an application for Agency staff to use to create and print reports of survey responses.
- 2.3.4. Describe and demonstrate the effectiveness of the proposer’s approach to managing data collection in multi-mode self-administered surveys, including: approach to developing and implementing data cleaning rules for the combined paper and web datasets, preparing a Data File User’s Manual and an Outcomes Rates Report; and approach to conducting tracing to obtain updated contact information of enrollees lost-to-follow-up or with invalid or missing contact information.
- 2.3.5. Describe and demonstrate the proposer’s approach to managing the human resources assigned to this project, including the approach to managing high priority issues, consistent with Section III.B.(3.5) of this RFP.
- 2.3.6. Describe and demonstrate the proposer’s approach to managing all project-related communications, consistent with Section III.B.(3.6) of this RFP.
- 2.3.7. Describe and demonstrate the proposer’s approach to: creating a project-specific ftp site; managing daily backups; and ensuring a secure environment to safeguard enrollees’ confidential information.

The Agency's assumptions regarding contractor approach represent what the Agency believes to be most likely to achieve its goals and objectives. However, proposers are encouraged to propose an approach that they believe will be most likely to 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 should submit a Price Proposal that meets the standards prescribed below.

3.1. Proposed Pricing

A complete Price Proposal, consisting of Attachments B-1, B-2 and B-3, must be included in the Proposal. The Price Proposal must include the proposed costs for providing the Scope of Services for Deliverables #1-14 described in Section III of this RFP.

The Price Proposal should include each of the following:

- 3.1.1. The proposed fee per deliverable and sub-deliverable and total offering price, in the format prescribed in the first Price Proposal Form (Attachment B-1). The contractor's administrative, space and travel associated expenses cannot be itemized by the bidder but must be incorporated into rates bid for all services, including deliverables and hourly. Commuting time may not be included into the rate bids. Project management time must also be incorporated into rates bid for all services, including deliverables and sub-deliverables, with the exception of overall project management hours which are specified under the Scope of Services to be provided in Deliverable #14 and must be incorporated into the rates bid for Deliverable #14.
- 3.1.2. A proposed line item budget in the format prescribed in the second and third Price Proposal Forms, for Personal Services (PS) (Attachment B-2) and Other-than-Personal-Services (OTPS) (Attachment B-3).
- 3.1.3. The proposed rate for each component of the contract's performance-based payment structure proposed below.

4. 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 (E), 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 **three duplicate** sets of the documents listed below in the following order:
 - Proposal Cover Letter Form (Attachment A)
 - Minimum Qualification Requirement:
 - Proof of Institute Review Board as stipulated in Section II.E. of this RFP
 - CD-ROM or USB drive containing an electronic copy of all hardcopy documents submitted in response to this RFP.

 - Technical Proposal
 - Narrative
 - References for the Proposer and, if applicable, each Sub-Contractor
 - If applicable, a Subcontractor Utilization Plan (Attachment F) for each subcontractor
 - 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 "Doing Business Data Form and Iran Contractor Compliance form" containing:
 - an original, completed Doing Business Data Form (See Attachment D)
 - an original signed and notarized Iran Contractor Compliance Form (See Attachment G)
3. A separate sealed inner envelope labeled “Price Proposal” containing one original set and **three duplicate** sets of the Price Proposal.
4. A sealed outer envelope, enclosing the three sealed inner envelopes. The sealed outer envelope should have two labels containing:
 - The sender’s information: 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 receiver’s information: 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 technical and price terms.

The Agency's evaluation committee will review and rate each technical proposal. The proposals will be ranked in order of highest to lowest technical score and the agency will establish a shortlist through a natural break in scores. 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 technical and price terms.

B. Evaluation Criteria

- | | |
|--|-----|
| • Demonstrated quantity and quality of successful relevant experience. | 50% |
| • Demonstrated level of organizational capability. | 10% |
| • 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 most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP. An award will be made to the proposer that offers the best technically rated proposal, whose price does not exceed the anticipated available funding set forth in Section II.C. of the RFP and is determined to be both fair and reasonable. Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected proposer and a determination of both contractor 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 New York City's Procurement Policy Board 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 New York City's Procurement Policy Board Rules, it is the policy of the City 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.

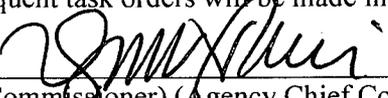
L. Vendex Fees. Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the Vendex system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable 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 \$1million) (above \$1million).

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)

9/6/13
 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

Displacement Determination Form – Pursuant to City Charter § 312(a)
(for PSRs or equivalent pre-procurement documents)

This form must be used to certify whether or not there is displacement in the instant contracting action, as defined in City Charter § 312(a) (as amended by Local Law 63 of 2011). You can either certify that there is no displacement by completing Part 1 of this form, or you can certify that there is displacement by completing Part 2 of this form.

If the contract that you are awarding is a task order contract that does not simultaneously result in the award of a first task order, then you must check the box on the bottom of this page; displacement determinations will be made in conjunction with the issuance of task orders pursuant to the subject contract. If the contract that you are awarding does simultaneously result in the award of a first task order, then the displacement determination for that first task order must be done prior to issuance of the solicitation and you must complete either Part 1 or Part 2 of this form.

If you have any questions about Local Law 63 or about completing this form, please contact the Mayor's Office of Contract Services at APTLL63@cityhall.nyc.gov or (212) 788-0010.

Procurement Description:

APT EPIN: 81613P0015

Your Name: Deborah J. Walker

Phone: 347-396-2862

Email: dwalker@health.nyc.gov

Please specifically identify the service(s) being procured.

World Trade Center Health Registry - Wave 4 Survey - new RFP -

The vendor shall provide survey consulting , expertise and services for the third follow-up health survey ("Wave 4 survey") of all ~68,000 adult Registry enrollees for the World Trade Center Health Registry.

The vendor shall: (1) conduct cognitive testing of the paper and web surveys and make recommendations to optimize data quality and response rate; (2) create 15 versions of the paper survey using data capture software (preferably Teleform) (5 versions each in English, Spanish and Chinese), and develop and implement QC protocols to ensure that the data captured from paper surveys scanned by Registry staff is accurate and complete; (3) program web survey versions; (4) prepare a SAS dataset for all survey data and provide expert advice re: data cleaning rules; and (5) prepare a Data File User's Manual on survey design, testing and data collection, and Outcomes Rates reports.

Vendor requirements are least four years of experience since 2000 in: (1) designing, developing and implementing longitudinal surveys with physical and mental health questions, in English, Spanish and Chinese-language populations; (2) designing, developing an implementing a mult-mode health survey that includes self-administered paper and web modes of data collection; (3) programming and hosting self-administered health surveys; (4) creating English, Spanish and Chinese-language paper survey instruments using data capture software (preferably Teleform) for self-administered health surveys; (5) training and supervising staff conducting QC of the process of capturing accurate and complete data from completed, returned self-administered health survey forms that were created using data capture software (preferably Teleform); (6) conducting active tracing of contact information for subjects in a large study population (greater than 5,000); and successful and relevant

experience in (7) managing data collection in multi-mode self-administered surveys, including web and paper surveys; and(8) tracking, calculating and reporting response rates of surveys with a demonstrated ability to attain at least minimum response rate goals.

- If the contract to be awarded as a result of this procurement action is a task order contract (multiple or single award and multiple or single agency) that does not simultaneously result in the award of a first task order, then displacement determinations will be made in conjunction with the issuance of task orders pursuant to the subject contract. (Check this box *only* if you are completing this form for a task order contract that will *not* simultaneously result in the award of the first task order. If you check this box, do not fill out the remainder of this form.)

If the contract to be awarded as a result of this procurement action *does* simultaneously result in the award of a first task order, then the displacement determination for that first task order must be done prior to issuance of the solicitation and you must complete either Part 1 or Part 2 of this form.

Part 1: Certification of No Displacement

The Agency has determined that the contract resulting from this procurement action *will not* result in the displacement of any City employee within this Agency, as defined by Charter § 312(a).

The basis upon which the Agency has made this determination (Please answer *all* questions under Part 1):

Do any civil service and/or job titles within this Agency currently perform the services sought by the proposed contract and/or services of a substantially similar nature or purpose?

Yes No

If so, list the names of such titles and the extent to which Agency employees within such titles currently perform such services.

The Director of Surveys in the Division of Epidemiology, could perform services #1 and 5 described above, however she is involved full-time with other agency surveys. Hence, the agency does not have the capacity and/or the expertise to complete the 5 services described above.

Do the services sought by the proposed contract expand, supplement, or replace existing services?

Yes No

In either event, include a detailed description comparing the services sought by the proposed contract with such existing services.

This is the 3rd follow-up survey ("Wave 4") to the original ("Wave 1") World Trade Center Health Registry Survey. The 2 prior follow-up surveys ("Waves 2 & 3 surveys") are complete and were completed with the services of vendors who provided survey expertise and capacity to conduct the follow-up surveys in three modes - paper, web and CATI (computer assisted telephone surveys). The services sought for the Wave 4 survey (described above) differ from the prior health surveys in that we have significantly decreased the scope of vendor services by (1) removing CATI interviews and CATI-associated services, and (2) pulled data capture from paper surveys in-house, with Registry staff conducting this activity (as previously done for the Wave 3 survey).

Is there capacity within the Agency to perform the services sought by the proposed contract?

Yes No

If not, provide a detailed description specifying the ways in which the Agency lacks such capacity.

DOHMH has no existng staff with the requisite title, experience, expertise or capacity to perform the services sought via this procurement.

For the term of the proposed contract, list the projected headcount of employees within such titles or employees who perform such services and/or services of a substantially similar nature or purpose.

0



Check this box to confirm that none of the below events have occurred within the Agency in the past three years.

- The displacement of a City employee within the agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose; or
- The announcement of spending reductions in connection with a budgetary program, including but not limited to a Program to Eliminate the Gap, that could result or has resulted in the displacement of a City employee within the Agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose; or
- Any other statement by an Agency or by the Mayor of a specific anticipated employment action that could result or has resulted in the displacement of a City employee within the Agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose.

List any other bases for the Agency's determination that the contract resulting from this procurement action will not result in the displacement of any City employee within this Agency.

Part 2: Certification of Displacement



The agency has determined that displacement, as defined by Charter § 312(a), has or will occur as a result of this contracting action. The agency has performed the required cost-benefit analysis, as described in Charter § 312(a).

APPENDIX A – GENERAL PROVISIONS (ATTACHED)

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 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.

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 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. 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.

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 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.

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.

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:

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;
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.

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 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 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, 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 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 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 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.

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.

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.

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.

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 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.

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 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.

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 FUNDING

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.

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:

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.

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 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
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.

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 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 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 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:

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.

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.

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.

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 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 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.

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, 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 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.

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.

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.

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.

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 WTCHR BACKGROUND AND PREVIOUS SURVEYS

Background

1. Overview of the World Trade Center Health Registry

DOHMH developed the WTCHR (the “Registry”), in cooperation with the federal Agency for Toxic Substances and Disease Registry (ATSDR), to help determine the long-term physical and mental health effects among those persons most directly exposed to the environmental and psychological impacts of the September 11, 2001 attacks on the World Trade Center.

Between September 2003 and November 2004, 71,437 persons completed an initial interview (the “Wave 1 survey”) to enroll in the Registry. The primary language of enrollees is English (approximately 68,000) followed by Chinese¹ (approximately 1,700), Spanish (approximately 1,300) and other languages (approximately 350). Eligibility groups included:

- Occupants of the 38 damaged or destroyed buildings and structures in Lower Manhattan
- Residents living south of Canal Street
- Students and staff in schools (pre-K-12) and daycares south of Canal Street
- Rescue, recovery, and clean-up personnel or volunteers at the WTC site and/or the WTC Recovery Operations on Staten Island or on the barges, and
- People who were in a building, on the street, or on the subway south of Chambers Street on 9/11/01.

Of all enrollees, 21% belong to two eligibility groups, and an additional 1% belong to three eligibility groups.

Two follow-up health surveys have been conducted: the Wave 2 survey (2006-8) and the Wave 3 survey (2011-12). The Registry continues to expand the knowledge about the long-term health effects of the 9/11 disaster under a cooperative agreement with the federal National Institute for Occupational Safety and Health (NIOSH).

2. Contact Information for Enrollees

The following contact information was collected from enrollees at the time of the Wave 1 survey: home address on 9/11; current home address (if different); home, work, and cell telephone numbers; up to two email addresses; and the name, relationship and contact information (address; home, work and cell telephone numbers; and email address) for up to 3 close friends or family members (“secondary contacts”) who did not live with the enrollee but who may be contacted to obtain up-to-date contact information for the enrollee. Currently, 63% of enrollees (43,389/68,820) provided contact information for at least one secondary contact, including 14% (5,971/43,389) who provided information for all 3 secondary contacts.

Numerous Registry panel maintenance activities have been conducted to maintain up-to-date contact information for the “panel” (or cohort) of enrollees in order to provide them with information on Registry findings and 9/11-related health resources and to sustain their interest in the Registry and in participating in follow-up surveys, including:

¹ In this project definition, Chinese refers to the shared written language for the various spoken Chinese dialects, including Mandarin and Cantonese.

- Multiple modes were developed for enrollees to provide DOHMH with their updated contact information including: an online application, a toll-free telephone number, a fax number, and an email address.
- Registry staff sends letters and/or emails periodically to selected enrollees to ask them to confirm and/or update their contact information and to provide their e-mail address.
- Registry staff capture forwarding addresses from USPS returned mail and conduct two methods of tracing to obtain updated contact information for enrollees with one or more pieces of invalid contact information (e.g., undeliverable address, invalid telephone number). In *batch tracing*, available contact information for enrollees is submitted to a contractor who matches this information to publicly available databases. *Intensive tracing* is conducted for enrollees for whom batch tracing did not yield new information. During intensive tracing, trained staff attempt to locate updated contact information for an enrollee through a series of steps.
- An annual card is sent to all enrollees with a valid address to thank them for their continued participation in the WTCHR, and to request confirmation of or updates to their contact information in the Registry records.
- During nearly every communications, enrollees are reminded of the importance of providing updated contact information.

As of early November 2012, 1,855 enrollees were reported deceased, 759 had withdrawn, approximately 1,700 were in the pending tracing queue, 250 were “currently lost” (had no valid contact information after tracing), and 49,139 enrollees were “active” (had communicated with the Registry within the approximately past year).

During the past year, enrollees provided updates to approximately 2,700 addresses, approximately 3,700 telephone numbers and approximately 3,500 emails. Additional updates were obtained from contractor tracing activities and the National Change of Address (NCOA) (approximately 11,000 addresses, approximately 6,000 telephone numbers and approximately 160 email addresses).

3. Review of Previous WTCHR Surveys

Wave 1 survey (initial survey)

Of the 71,437 interviews conducted, 95% were computer-assisted telephone interview (CATI) and 5% were computer-assisted personal interviewing (CAPI). Up to 30 call attempts were made to each potential enrollee. Parents/guardians served as proxies for approximately 2,600 children less than 18 years of age at interview. Proxy interviews were also conducted for adults who were deceased after 9/11 but before the interview (approximately 160) or who were seriously mentally or physically ill or otherwise unable to respond (approximately 390). Wave 1 documents are available online, including the CATI Survey at: <http://www.nyc.gov/html/doh/wtc/downloads/pdf/wtc/wtc-questionnaire.pdf> and the Data File User’s Manual at: <http://www.nyc.gov/html/doh/wtc/downloads/pdf/wtc/wtc-datafile-manual.pdf>.

Wave 2 survey

Wave 2 data collection occurred November 2006-January 2008 for adult enrollees, and June 2007-December 2008 for children (aged 5-10 years old) and adolescents (aged 11-17 years

old). There were separate questionnaires for adult, children, and adolescent enrollees. The adult survey included a core set of questions and up to three additional modules, one each for three specific groups of enrollees - residents, rescue/recovery workers, and occupants of buildings in lower Manhattan on 9/11.

Adult survey: The adult questionnaire was administered in English, Spanish, and Chinese and implemented via three modes: web, paper, and CATI. Web and paper modes were implemented first, followed by CATI nine months later. Initially, enrollees with email addresses (approximately 63%) received an email invitation to access the online survey (English only) while language-appropriate paper surveys were mailed to the remaining adult enrollees. Following multiple mail and email reminders, all non-responding enrollees were mailed at least two copies of the paper survey. Later, the survey contractor began calls to the approximately 26,500 non-respondents to offer language-appropriate CATI interviews. Enrollees could request an alternate survey mode. Enrollees in the CATI queue who completed their surveys via paper or web were removed from the queue. A total of 46,602 adult surveys (68% response rate) were completed via mail (n=21,545), web (n=19,412) and CATI (n=5,645). The Wave 2 adult survey paper instrument with the core and all 3 modules is available online at:

http://www.nyc.gov/html/doh/wtc/downloads/pdf/wtc/adult_survey2006-2007.pdf

A Data File User's Manual was developed and is available online at:

<http://www.nyc.gov/html/doh/wtc/downloads/pdf/wtc/wtc-datafile-manual06.pdf>.

Wave 3 survey

Wave 3 data collection occurred June 2011-March 2012 for adult enrollees and November 2011-October 2012 for adolescents (aged 10-17 years old). All enrollees were at least 10 years of age at the time of the Wave 2 survey. There were separate questionnaires for adult and adolescent enrollees. The adult survey included a core set of questions, the same for all adult enrollees.

Adult survey: The adult questionnaire was administered in English, Spanish, and Chinese and implemented via three modes: web, paper, and CATI. Web and paper were implemented first, followed by CATI three months later. Data collection began with email invitations to complete a web survey (English only) sent to enrollees with email addresses, followed by mailed language-appropriate paper surveys to the remaining enrollees as well as international enrollees and those with invalid email addresses. Following multiple email and mail reminders, all non-respondents were sent at least one paper survey. Similar to Wave 2, enrollees could request an alternate survey mode. During data collection, if a new or updated email address was identified and the enrollee had not yet completed the survey via any mode, the enrollee was sent an email reminder. Email invitations and reminders included a personalized web link and password for each enrollee.

The paper questionnaire was created in-house by Registry staff using Teleform software, which allowed the returned paper surveys to be scanned and the data to be captured into a database. Comparing to manual data entry, data capture through Teleform is more efficient, however it posed new challenges. Specific challenges included the creation of the paper questionnaire (since the design and layout may affect the accuracy of data capture via scanning of a completed paper survey), and data quality control (especially post-scanning verification and correction, and final QC to compare paper survey responses to data captured in the final database (because these processes require judicious review and sound judgment at times). A total of 43,135 adult surveys (63% response rate) were completed via mail

(n=17,512), web (n=19,221) and CATI (n=6,402). The Wave 3 adult survey paper instrument is available online at: <http://www.nyc.gov/html/doh/wtc/downloads/pdf/wtc/adult-wave-3survey.pdf>. A Data File User's Manual, containing a description of survey design, testing, and implementation, transcript of the CATI script used in the interviews, and a codebook-style listing of variable frequencies was developed, but is not yet available online.

APPENDIX C WAVE 4 ADULT SURVEY PROTOCOL AND METHODOLOGY

Background: Wave 4 Adult Survey

1. Objectives

There are concerns that as the Registry population ages, chronic conditions related to hazardous exposures and traumas that were not immediately apparent may eventually manifest themselves. The Registry plans to conduct a Wave 4 adult survey in 2015 to continue monitoring of the adult cohort through 14 years post-9/11. This continuity is essential to maintain the value of the Registry as a tool for research.

The Wave 4 adult survey has the following objectives:

- Maintain a longitudinal cohort with periodic health assessments that has maximum utility for longitudinal analysis of WTC-related health outcomes
- Assess persistence and time course of physical and mental health conditions including PTSD and asthma and other disorders such as gastro-esophageal reflux disease and heart disease
- Detect new emerging conditions
- Elucidate unmet health care needs and health care utilization patterns, and identify underserved groups to be referred for treatment at the WTCHP clinical sites
- Assess general health status for those enrollees who only participated in the Wave 1 survey.

These objectives will be met by gathering and analyzing data on health outcomes and other life events experienced since Wave 3. To meet the main objective of maintaining a longitudinal cohort, we will offer different types of surveys depending on enrollee participation in previous surveys as explained below. Key features of the Wave 4 survey will include:

- The short version of the questionnaire will be a subset of the long version questionnaire.
- Up to two respondent-dependent modules to gather information on treatment history and effectiveness for selected previously reported conditions, including PTSD.
- Use of various survey mechanisms to optimize response rate, including paper and web survey modes, a short survey version for persons in the non-longitudinal cohort, initial invitation to the Wave 4 survey sent in the same mode in which enrollees completed the Wave 3 survey (if applicable), a thank-you incentive upon receipt of completed surveys, and frequent reminders using multiple communication channels.

2. Study population

- The Wave 4 adult sample frame will include the approximately 68,000 enrollees 18 years or older at the time of the Wave 4 survey launch in March 2015. (Deceased enrollees and enrollees who withdrew from the Registry prior to Wave 4 are excluded from the sample frame.) The small number of enrollees who reach age 18 during Wave 4 will be added to the adult survey frame.
- The Wave 4 adult sample frame will be divided into two frames: a longitudinal cohort who will receive a long questionnaire and a non-longitudinal cohort who will receive a short questionnaire.

- The longitudinal cohort (approximately 52,427) includes enrollees who have completed Wave 1 plus Wave 2 only (n=9,332), Wave 1 plus Wave 3 only (n=6,874), or Wave 1 plus both Waves 2 and 3 (n=36,221).
- The non-longitudinal cohort consists of enrollees who only completed Wave 1 and have not participated in Waves 2 and 3 (approximately 15,614).
- At the end of the Wave 4 data collection period, all non-respondents to the long questionnaire will also receive the short questionnaire to facilitate receipt of at least a short general health update from these enrollees.
- Due to the relatively small numbers of enrollees less than 18 years of age at the time of the Wave 4 survey (approximately 800) and the relatively low response to the Wave 3 pediatric survey (35%), DOHMH does not plan to conduct a Wave 4 pediatric survey. [If DOHMH later decides to conduct a Wave 4 adolescent survey, it will be conducted in-house by Registry staff.]

Having two modules in Wave 4 allows for more focused research on the history of two specific health conditions and treatment among affected enrollees.

3. Modes of data collection

The long and short Wave 4 adult questionnaires will be administered as a mailed paper survey and an online survey. Unlike the Wave 2 and 3 surveys, a CATI option will not be implemented for the Wave 4 adult survey. The primary reason for dropping the CATI mode option in the Wave 4 survey is the higher per survey cost of this mode and the relatively few adult enrollees who chose CATI in the Wave 3 survey (14.8%).

4. Survey content

The cover page and subsequent pages of the short or long paper survey instrument for each individual enrollee will be “personalized” with a unique bar code to facilitate linking of survey responses to specific enrollees and to facilitate the appropriate survey version to use when scanning the paper survey to capture survey responses.

Questionnaire development will be led by a Questionnaire Committee consisting of senior WTCHR research personnel and select members of the WTCHR’s Advisory Committees. The Committee will draw on the experience gained and lessons previously learned in developing and implementing the Wave 1-Wave 3 surveys to select questions, create a draft questionnaire, and implement revisions to create a final questionnaire. It is anticipated that the contractor will assign at least one staff person to participate in several meetings of the Questionnaire Committee and provide expert advice regarding questionnaire development.

Primary content themes for Wave 4 will include:

- the time course of probable PTSD, serious psychological distress, depression and generalized anxiety (all measured on Wave 3);
- continued monitoring of respiratory symptoms, and asthma and other 9/11-related diagnosed physical conditions (e.g., GERD and heart disease);
- health care utilization (including use of the federally funded WTC health programs), and treatment history;
- quality of life and functional limitations, both physical and mental;
- comorbid relationships of physical and mental health conditions, and
- potential new emerging conditions.

The Wave 4 adult long survey will include a core questionnaire along with two modules of additional in-depth questions for selected respondents (similar to the format of the Wave 2 adult survey). Mental health treatment history and treatment effectiveness will be the focus of one module for selected enrollees (e.g., those who screened positive for probable PTSD on any prior Registry survey, n=approximately 14,500 persons among those enrollees who belong to the “longitudinal” cohort, the cohort of enrollees selected to participate in the “long” Wave 4 survey version). The focus of a second module will be selected during the survey planning period.

For the purposes of responding to this RFP, the contractor should assume that each module will consist of approximately 2 pages of questions (with 20 mental health questions in module #1, and approximately 10 questions in module #2), and the second module will be sent to approximately 5,000 enrollees.

In addition to these two modules, the core set of questions in the long survey questionnaire may include additional in-depth questions that are targeted to specific respondents along with skip patterns to allow other enrollees to skip over these questions.

The use of modules will enable us to obtain information that otherwise would only be available through separate and more costly in-depth studies.

5. Estimated Response Rate

Based on response rates and distribution of completed surveys by mode for the Wave 3 survey, we estimate the following response rates and completed survey distributions for the Wave 4 survey:

- Longitudinal cohort: Long survey (sample frame approximately 52,400)
 - Estimated Response Rate: 70%, for approximately 36,700 completed surveys
 - Mode distribution of completed surveys:
 - approximately 55% web, for approximately 20,200 completed web surveys
 - approximately 45% paper, for approximately 16,500 completed paper surveys
- Non-longitudinal cohort: Short survey (sample frame approximately 15,600)
 - Estimated Response Rate: 10%, for approximately 1,560 completed surveys
 - Mode distribution of completed surveys:
 - approximately 50% web, for approximately 780 completed web surveys
 - approximately 50% paper, for approximately 780 completed paper surveys
- Overall (sample frame approximately 68,000):
 - Estimated total (weighted) response rate: approximately 56%, for approximately 38,000 completed surveys

Note: This estimated response rate excludes the Round 5 of the short paper survey we plan to send at the end of data collection to all enrollees in the longitudinal cohort who did not respond to the long survey.

DOHMH is considering the use of a small incentive (approximately \$2) to thank enrollees for completing a Wave 4 adult survey and will consult with the selected contractor to determine the optimal use of this incentive to maximize response rates.

6. Paper Survey Versions

There will be 4 different versions of the long paper survey content as follows:

- Core survey only (no modules)
- Core survey plus module #1
- Core survey plus module #2
- Core survey plus modules #1 and #2

English, Spanish and Chinese language versions will be created for each of these 4 long survey versions, resulting in a total of 12 long paper survey versions. The short paper survey (a subset of the long survey) will be created in English, Spanish and Chinese language versions, for a total of 3 short paper survey versions.

Hence, a total of 15 paper survey versions – 12 long and 3 short - will be created using data capture software (preferably Teleform).

The cover page and at least every other subsequent page of the paper survey for each individual enrollee will be “personalized” with a unique bar code to facilitate linking of survey responses to specific enrollees and also to identify the specific survey version. Survey version information is needed in order to identify the correct survey template, which was created using data capture software (e.g., Teleform), that should be used to accurately scan and capture each survey’s responses.

7. Survey Implementation

Cognitive testing of the draft paper questionnaire is expected to occur approximately in December 2014 or January 2015, with the Wave 4 survey content for the short and long versions of the questionnaire finalized shortly afterwards. It is anticipated that the final design and layout of the short and long paper questionnaires, and the programming of the short and long web surveys, will be completed approximately by the end of February 2015. User testing of the web surveys, along with a DOHMH security review, load and browser testing, and implementation of a help desk is planned to be completed no later than approximately early March 2015.

The Wave 4 adult survey launch is planned to be very similar to the Wave 3 adult survey launch. Over a period of approximately 2 weeks, personalized email invitations with a link to the online survey will be sent to at first a small group of enrollees (approximately 20), and if successful, sent to successively larger groups of enrollees (e.g., approximately 100, approximately 1,000) in a pilot test of the web survey. By approximately mid-March 2015, the remaining group of enrollees with email addresses will be sent personalized email invitations with a link to the enrollee-appropriate long or short web survey (depending on whether they belong to the longitudinal or non-longitudinal cohorts).

Approximately 7,800 enrollees will receive an email invitation to the short web survey (approximately 50% of the total non-longitudinal sample frame) and approximately 28,820 enrollees will receive an email invitation to the long web survey (approximately 55% of the total longitudinal sample frame). Around the same time, the appropriate long (approximately 23,580; approximately 45% of the longitudinal sample frame) or short (approximately 7,800; approximately 50% of the non-longitudinal sample frame) paper surveys will be mailed to the remaining enrollees (without valid email addresses provided to

the Registry). The paper survey will be offered in English, Spanish, and Chinese. Web surveys will be in English only.

Wave 4 data collection is anticipated to begin approximately mid-March 2015 and last for approximately 9 months. Similar to Wave 3, multiple rounds of email reminders (which will include personalized links to the online survey) will be sent approximately every 2-3 weeks to non-responding enrollees who received the initial email invitation, as well as to any additional enrollees who contacted the Registry to request a mode change to an online survey and provided an email address. At least 12 rounds of email reminders will be sent throughout the data collection period. In parallel, postcard reminders will be sent to all non-responding enrollees to the paper surveys, as well as to any additional enrollees who contacted the Registry to request a mode change to a paper survey and provided or verified a current mailing address. At least 5 rounds of postcard reminders will be sent throughout the data collection period, interspersed with at least 3 resends of the appropriate survey version to non-respondents to the paper survey. The last approximately 3 rounds of postcard reminders and the last approximately 2 resends of the paper surveys will also be sent to the non-responding enrollees who received the email invitations to the web surveys. Towards the end of the data collection period (or shortly thereafter), all non-responding enrollees to the long web or paper survey will be sent a short version of the survey (a “5th” survey round) to facilitate response to at least the brief set of health questions in the short survey.

APPENDIX D – CONFIDENTIALITY PLEDGE**Confidentiality Pledge
World Trade Center Health Registry**

Activities conducted by *CONTRACTOR'S NAME*

Assurance of Confidentiality

In accordance with the federal Certificate of Confidentiality granted to the World Trade Center Health Registry (WTCHR) to protect the confidentiality of human subjects covered by the WTCHR, and the contract between the New York City Department of Health and Mental Hygiene (NYC DOHMH) and *CONTRACTOR'S NAME*:

CONTRACTOR'S NAME, its employees, and its subcontractors and contractors and their employees are required to undertake all necessary safeguards for protecting the confidentiality of individuals and data in the WTCHR. *CONTRACTOR'S NAME* assures the NYC DOHMH that the confidentiality of the data provided by the NYC DOHMH will be securely maintained by *CONTRACTOR'S NAME* and that no WTCHR information obtained in the course of conducting Wave 4 survey activities, under the contract, will be further disclosed in a manner in which information about any individual subject of the information provided or described in the course of conducting this activity is or will become identifiable to anyone other than authorized project staff, except when prior approval is obtained by the WTCHR's Director or Deputy Director.

Agreement

I have carefully read and I understand the Assurance of Confidentiality that pertains to the confidential nature of all data to be handled in the course of working on this project. As an employee of *CONTRACTOR'S NAME*, or of its subcontractor or contractor, I agree that I will not disclose any NYC DOHMH WTCHR confidential information to anyone other than authorized project staff, and I agree to comply with the following confidentiality provisions:

1. Any data and materials that identify or would enable the identification of organizations and individuals are to be treated as confidential. These include both hardcopy records and electronic files.
2. Hard copy confidential records must be kept in a locked container or room when not in use and electronic data must be kept secure and encrypted at all times when not in use. No electronic data may be stored on private or personal laptops, jump drives or portable hard drives.
3. When hard copy or electronic confidential records are in use in a dedicated room, admittance to the room is to be limited to persons who have signed this Confidentiality Pledge.
4. Keys and combinations to locked rooms and containers must be protected from unauthorized access.
5. Information obtained from data collected or used under this contract may not be released to unauthorized persons.

6. Any breach of confidentiality or violation of this agreement must be reported no later than 24 hours after occurrence to the CONTRACTOR'S PROJECT MANAGER (NAME) OR DEPUTY PROJECT MANAGER (NAME) at TELEPHONE NUMBERS.

Name (Print)

Date

Signature

Employer

APPENDIX E – WTCHR TRACING PROTOCOL
WTC Health Registry Tracing Protocol
New York City Department of Health and Mental Hygiene

**Revisions: September 2009
to the July 2008 version**

Original Protocol: August 2005

v.5.0 September 3, 2009

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Background

The World Trade Center Health Registry (WTCHR) was established to evaluate and monitor the long-term health consequences of those most affected by the World Trade Center Disaster on September 11th, 2001. The Registry has over 71,000 enrollees, making it the largest health registry in the United States. The data from the Registry will be used to further understand the mental and physical health effects of September 11th, to facilitate future studies that examine specific populations or health conditions, to help identify persons who may be at increased risk for developing health problems, and to improve preparedness for future emergencies.

The goal of the Registry is to track the physical and mental health of all 71,000 participants for twenty years. This will be done through follow-up health surveys, which will be mailed or emailed to enrollees every two to three years. Because the success and scientific validity of the WTCHR depends on being able to remain in contact with as many enrollees as possible, great efforts have been made to maintain updated mailing addresses for enrollees to keep them engaged with the Registry.

This tracing protocol will establish a standardized system in which to contact enrollees of the WTCHR who have invalid mailing addresses, email addresses and/or telephone numbers. It includes scripts for talking to enrollees, non-enrollees, family/friends contacts and proxies, as well as flow-chart that visually displays all of the protocol guidelines and timeframes. The protocol also outlines an internal filing system to keep all tracing paperwork organized.

Maintaining Confidentiality

In accordance with the Privacy Act of 1974 [5 USC 552a], NYC DOHMH is required to comply with the applicable provisions of the legislation, and to undertake all necessary safeguards for individuals against invasion of privacy. Each respondent is assured that the confidentiality of information provided in the course of this activity will be maintained by NYC DOHMH staff and that no information obtained will be disclosed in a manner in which the particular individual supplying the information or described in it is identifiable to anyone other than authorized project staff. Additionally, enrollees are protected by a Federal Certificate of Confidentiality. This federal certificate of confidentiality means that we cannot be forced to reveal identifying information about you.

Enrollees will be given the option of calling the main registry line 866-692-9827 or sending an email to wchr@health.nyc.gov to update their information if they are reluctant to provide information to project staff at the time of the call.

Collection of valid contact information shall in no way compromise the integrity of the project. All tracing materials are considered highly confidential; therefore they should be marked with a red dot and locked away when not in use. Tracing materials that are no longer needed and contain confidential information must be shredded. Any breach of confidentiality must be reported immediately to the WTCHR Principal Investigator. Routine review of material handling procedures will occur.

Tracing Protocol

I. Guidelines for contacting enrollees

- Make 1st attempt at contacting the enrollee through the home phone number. If the enrollee is not reached, leave a message on the answering machine (if the 1st or 3rd round of calls), then immediately...
- Make 2nd attempt at contacting the enrollee through the cell phone number. If enrollee is not reached, leave a message on the voice mail (if the 2nd round of calls), then immediately...
- Make 3rd attempt at contacting the enrollee through the work phone number.
- If the enrollee is not reached during these three call attempts, allow a minimum of 2 business days before trying these three numbers again (a “round” of calls). If a enrollee is not reached, a message should be left on the home phone for the 1st and 3rd rounds and the cell phone for the 2nd round. (***Please note that no messages should be left on the work phone.***)
 - **Failed attempts include:**
 - No answer
 - Answering machine pick up
 - Someone else besides the enrollee answers the phone
 - A busy signal does not count as a failed attempt. If the phone is busy, try again about 30 minutes later the same day when time allows and/or until the phone rings. (A fast busy signal means that the line has been disconnected and it should be logged as such.)

A. Logging Tracing Information for Registry Staff

- In the Excel Spreadsheet select and/or enter the following; call date and time, phone type, call outcome, timing of the Tracing process and comment (when applicable). (See EXAMPLE 1 below)
- Updated information, i.e. new address, email, phone numbers, change of consent etc. should be entered into the Registry’s secure RTools database. (See EXAMPLE 2 below)
- If enrollee refuses to update information over the phone, then offer the enrollee the option of updating their information by calling the main Registry telephone number or sending an email and mark the Call Outcome as refusal.
- If the enrollee asks to withdrawal from the Registry first try to find out their reasons for withdrawing and try to encourage them to remain enrolled. If they insist on withdrawing find out the Registry activities they would like to be excluded from (i.e. complete withdrawal, mailings, survey, email, calls etc.). Please note in order to change an enrollee’s consent status you must search for the enrollee in Rtools using their case ID or name and then click on the Contact button. (See EXAMPLE 3 below)

EXAMPLE 1: Recording Tracing Process

Round 1

Enrollee 1	Phone Type	Call Outcome	Date & Time	Comment	Tracing Time (in minutes)
	Home	Left message	6/23; 10:01am	N/A	1
	Work	No Answer	6/23; 10:03 am	N/A	1
	Cell	No Answer	6/23; 11:16am	N/A	1

Allow a minimum of 2 business days for a response before trying the 3 numbers again. If enrollee has not returned the call in the allotted time, then proceed to Round 2 of calls.

Round 2

Enrollee 1	Phone Type	Call Outcome	Date & Time	Comment	Tracing Time(in minutes)
	Home	No Answer	6/30; 12:05pm	N/A	1.5
	Work	No Answer	6/30; 12:10pm	N/A	1
	Cell	Left Message	6/30; 12:15pm	N/A	1

Allow a minimum of 2 business days for response before trying the 3 numbers again. If enrollee has not returned the call in the allotted time, then proceed to Round 3 of calls.

Round 3

Enrollee 1	Phone Type	Call Outcome	Date & Time	Comments	Tracing Time (in minutes)
	Home	Left Message	7/08; 12:05pm	N/A	1
	Work	No Answer	7/08; 12:10pm	N/A	1
	Cell	No Answer	7/08; 12:15pm	N/A	1.5

Allow a minimum of 2 business days for response before trying the 3 numbers again. If enrollee has not returned the call in the allotted time, then proceed to Round 4 of calls.

Allow a maximum of 1 business week for response from enrollee after Round 3 of calls. If after leaving 2 voicemails on the home number and one on the cell number the enrollee does not return the call, proceed to another tracing method (e.g., Email and/or Secondary Contacts).

EXAMPLE 2: Recording Updated Information

Updated information must be entered into Rtools by searching for the enrollee using their case ID or name and then clicking on the Contact button which will bring you to the screen shown below.

rTools - Change Contact Information

Source
 Call eMail Letter Fax Other

House No. Street Name Apt.
 City State Zip Code
 Home Work
 Cell Country
 1st eMail
 2nd eMail
 Keep in history

House No. Street Name Apt.
 City State Zip Code
 Home Work
 Cell Country
 1st eMail
 2nd eMail

Cancel Save
 Force to Save

EXAMPLE 3: Recording Updates to an Enrollee's Consent

Consent

Excluded from:

Consents	Date	Loggedby
<input checked="" type="checkbox"/> Receive information about external 9/11 related studies	3/17/2009 3:59:00 PM	iguengue
<input checked="" type="checkbox"/> Receive health information	3/17/2009 4:00:00 PM	iguengue
<input checked="" type="checkbox"/> Receive mailings from WTCHR	3/17/2009 4:01:00 PM	iguengue
<input checked="" type="checkbox"/> Participate in the follow-up survey	3/17/2009 4:01:00 PM	iguengue
<input type="checkbox"/> Complete withdrawal		

Cancel Save

B. Timing the Tracing Process

- Timing of the tracing process should begin the moment you pick up the receiver and stop when you have logged in the necessary information either into the excel spreadsheet or

Rtools database. You can use a stop clock that is available on-line at <http://www.online-stopwatch.com/> if this would be helpful.

C. Talking to the “Enrollee”

- Identify yourself as calling from the World Trade Center Health Registry.
- To make sure the person on the phone is the enrollee, ask them for their first and last name, and then have them verify their date of birth
- Emphasize the importance of getting up to date contact information and making sure that their mailing address is correct
- Make sure other contact information is up to date, including family/friends contact
- Tell enrollee how they can update their contact information in the future
- *Enrollees will be given the option of calling the main registry line 866-692-9827 or sending an email to wchr@health.nyc.gov to update their information if they are reluctant to provide information to staff at the time of the call.*

SEE SECTION VI.A. FOR ENROLLEE SCRIPT

D. Talking with non-enrollees

- Identify yourself as calling from the World Trade Center Health Registry
- When speaking with non-enrollees, do not make assumptions that just because a enrollee’s spouse (or any other family member) answers the phone that we can give them confidential information about the participant
- Talking with a non-enrollee counts as one failed attempt at contacting the enrollee

SEE SECTION VI.B. FOR NON-ENROLLEE SCRIPT

E. Leaving Home and Cell Phone Messages for Enrollee

- *Leave a message on the home answering machine phone during the 1st and 3rd round of calls. Leave a voice message on the cell phone during the 2nd and 4th round of calls.*
- If the enrollee does not call back in two business days after leaving the first message, another round of calls should be placed and another message should be left on the home or cell phone. Answering machine messages will alternate between home phone and cell phone depending on the round of the calls.

SEE SECTION VI.C. FOR ANSWERING MACHINE SCRIPT

F. Calling Other Phone Numbers

- Follow the same guidelines for calling home phone number with these exceptions:
 - **Do not** leave messages at the work phone number
 - If the work phone is answered by a receptionist, ask to speak with the enrollee. If the receptionist asks what the call is pertaining to, tell them it is of a personal nature. No further information should be disclosed.
- If no work, cell or email information is provided, contact the family/friend contact

SEE SECTION VI.A. FOR TALKING WITH ENROLLEE SCRIPT

G. Emailing Enrollee

- The enrollee may be emailed after four rounds of calling home, work, and cell have failed and the enrollee has not called back after a minimum of two business days of leaving the 4th round voicemail message on the cell phone.
- If the enrollee has provided a home and work email address, send the email to both addresses.
- Remember to use “Request from WTC Health Registry” as the subject line and to use official signature at the end of the email so that the enrollees does not mistaken the email for spam.
- All emails must be sent from the wtdhr@health.nyc.gov email address.
- Each enrollee must be sent their own, personalized email. No more than 1 enrollee may be included on any email.

SEE SECTION VI.D. FOR EMAIL SCRIPT FOR ENROLLEE

II. Guidelines for contacting family/friend contact

A. Talking to the family/friends contact

- Only call the family/friends contact after all attempts have failed. Attempts to family/friend contacts should coincide with the email to the enrollee.
- Make the 1st attempt at contacting family/friend contact using all of the phone numbers provided (i.e. home, cell or work phone). If the 1st family/friend contact is not reached immediately call the next family/friend contact using all phone numbers provided.
 - Continue this until a family/friend contact is reached or the family/friend contacts go through four rounds of call attempts each.
 - Use the same guidelines for calling enrollees when attempting to speak with the family/friend contact and determining when to leave answering machine messages (i.e. only leaving answering machine messages on the home phone during the 1st round of calls and alternating thereafter with voice messages left on the cell phone).

SEE SECTION VI.E. FOR SCRIPT FOR CALLING FAMILY/FRIENDS CONTACT

B. Talking to someone other than the family/friends contact

- Follow the same script for speaking with non-enrollees, except replace with enrollee’s name with the emergency contact’s name

SEE SECTION VI.F. FOR TALKING WITH NON-FAMILY/FRIEND CONTACT SCRIPT

C. Leaving messages for family/friends contact

- Leave a message using the same script for contacting the enrollee; only use the secondary contact’s name. The same procedure for leaving messages for the enrollee should be followed..

SEE SECTION VI.G. FOR FAMILY/FRIEND ANSWERING MACHINE SCRIPT

D. Calling other phone numbers for family/friend contact

- Follow the same guidelines for calling home and cell phone numbers with these exceptions:
 - Do not leave answering machine messages on work numbers
 - If the work phone is answered by a receptionist, ask to speak with the enrollee. If the receptionist asks what the call is pertaining to, tell them it is of a personal nature. No further information should be disclosed.

SEE SECTION VI.E. FOR CALLING FAMILY/FRIENDS CONTACT SCRIPT

E. Emailing friends/family contact

- Follow the same protocol for emailing enrollees. Only send an email after the friends/family contact has not called back after two days of leaving the fourth message.
- If no email address is provided, send a letter to the family/friend contact

SEE SECTION VI.H. FOR EMAILING FRIENDS/FAMILY SCRIPT

F. Mailing friends/family contact

- A letter may be mailed to the family/friend contact if they do not have an email address, or if they do not reply to the email within one week.

SEE SECTION VI.I. FOR MAILING FRIENDS/FAMILY SCRIPT

III. Guidelines for contacting proxies

- Proxies are used primarily for people under the age of 18, those enrollees who have died since Sept. 12, 2001 or are physically and/or mentally incapacitated.
- Before placing the phone call, make sure that the initial interview was done with the proxy; check the birthday to confirm that the participant was less than 18 years of age at the time of the interview. If a proxy completed the interview for an enrollee who was under 18 at the time of the interview, check to see if this participant is now 18 years or older. If yes, then call the enrollee directly instead of the proxy.

A. Calling Proxies

- Follow the same protocol of contacting enrollees when contacting proxies

SEE SECTION VI.J. FOR PROXY SCRIPT

B. Proxy Home and Work Answering Machines

- Follow the same protocol, guidelines and scripts for enrollee's answering machine. Only change the names as needed.
- Do not leave messages on a proxy's work phone.

SEE SECTION VI.K. FOR PROXY HOME ANSWERING MACHINE SCRIPT

C. Emailing Proxies

- Follow same protocol and guidelines for sending emails to enrollees

SEE SECTION VI.L. FOR PROXY EMAIL SCRIPT**D. Calling family/friends contacts for proxy interviewees**

- Following the same protocol and guidelines for the family/friends contact
SEE SECTION VI.M.
FOR FAMILY/FRIENDS CONTACT FOR PROXY SCRIPT

E. Emailing and mailing family/friends contacts for proxy interviewees

- Follow the same protocol guidelines for emailing family/friends contact
SEE SECTION VI.N. FOR EMAILING AND MAILING FAMILY/FRIENDS CONTACT FOR
PROXY SCRIPT

F. When a proxy is no longer needed (Enrollee is now over 18 years old)

- All proxies for enrollees who are now over 18 years old will be flagged
SEE SECTION VI.O. FOR TALKING TO A PROXY THAT IS
NO LONGER NEEDED SCRIPT
- When the contact information for the new adult enrollee is obtained from their old proxy,
contact the new adult enrollee
SEE SECTION VI.P. FOR TALKING TO A NEW ENROLLEE SCRIPT

IV. When contact information is successfully obtained

- Update the correct contact information in Rtools once it is obtained
- Update your tracing spreadsheet to reflect the new contact information.

V. When all attempts have failed

- If all of the above attempts at reaching the enrollee have failed, file the caller form in into the “tracing attempt failed” folder. Tracing will be reattempted by using additional tracing methods by the WTCHR data contractor.

VI. Scripts for Enrollee Tracing**A. Script for Talking to Enrollee**

Hello my name is ____ [your first and last name] from the World Trade Center Health Registry. I am calling for ____ [enrollee’s first and last name]

Because of the confidential nature of this call, I need to verify your identify before I continue. Can you please provide me with your date of birth [Check to make sure the name and date of birth match up in the database before continuing, If they don’t, ask the enrollee to verify the last four digits of their social security number. If it doesn’t match explain to the enrollee that we are unable to access their record at the time and end the call. If either one of the checks matches proceed below.]

- Emphasize the importance of updating contact information

Thank you. The reason why I'm calling you today is because we have been trying to send you health updates from the Registry through mail, but letters sent to ____ [failed address] have been returned to us. It is important that we keep in touch with you so we can gather the most comprehensive health data and let you know about important health updates and information. Could you please provide us with your current mailing address?

[Obtain new address]. *Thank you. While I have you on the phone, I'm going to verify your other contact information.* [Obtain new email address, work and cell phone numbers if they have changed]

[Offer options for updating contact information if a enrollee is reluctant to provide information to staff over the phone]. *I understand. You do have the option of calling the main registry line (866) 692-9827 or sending an email to wtchr@health.nyc.gov to update your information if you prefer.*

- Check for changes in the family/friend contact:

At the time of your initial interview, we asked you to provide us with the name, number, and address of three people who would always have access to your contact information. According to our records, you have identified ____ [give names of emergency contacts]. Has their contact information changed? [Record any changes]

- Remind enrollee that how they can update their information and close the conversation

Thank again for participating in the World Trade Center Health Registry. If you need to update your contact information in the future, you can call our office at 866-692-9827, email us at wtchr@health.nyc.gov; or visit our website at nyc.gov/9-11HealthInfo. Your participation is much appreciated.

B. Script for Talking to Non-Enrollees

Hello my name is ____ [your first and last name] from the World Trade Center Health Registry. I am calling for ____ [enrollee's first and last name] [Whoever answered the phone will say the enrollee is unavailable/cannot come to the phone. If enrollee is placed on the phone follow script for talking to enrollee above.]

May I leave a phone number with you for ____ [enrollee's name] to call me back? Our phone number is 866-692-9827. Thank you.

C. Script for Enrollee's Home or Cell Phone Answering MachineFirst Message:

Hello this is message is for ____ [first and last name]. My name is ____ [first and last name] from the World Trade Center Health Registry. I am calling because we need you to update your contact information with us. I am sorry I did not reach you at home. Someone from our office will be calling back in the next few days. In the meantime, please feel free to contact us with this information or if you have any questions at 866-692-9827. Thank you.

Second Message:

Hello this is message is for [first/last name]. My name is ____ [first and last name] from the World Trade Center Health Registry. Someone from our office tried contacting you a few days ago because we need you to update your mailing address for our records. Please call our office at your next available convenience at 866-692-9827 Monday through Friday between the hours of 9am to 5pm; or you may leave a message at any time. Thank you.

D. Script for Emailing Enrollees

*World Trade Center Health Registry
233 Broadway, 26th Floor
New York, NY 10279
866-692-9827*

[Date]

[Enrollee name]

[Street address]

[City, state, zip]

Dear [enrollee first/last name]

I am writing to you from the World Trade Center Health Registry office of the New York City Department of Health and Mental Hygiene. I would first like to thank you for enrolling in the Registry. A major component of the Registry is keeping in contact with our participants so we can follow their health over time and distribute 9/11 – related health updates. As part of this ongoing effort, we have tried to send information to you through mail at the address stated above, but it has been returned to us marked as undeliverable.

We ask that you please reply to this email or call our office at 866-692-9827 and provide us with your current contact information (including home address and phone, updated email address, and work phone and address if necessary) so that we can keep you updated and involved with the Registry.

If any of your contact information changes again the future, please let us know by calling our office at 866-692-9827; email us at wchr@health.nyc.gov; or through our website at nyc.gov/9-11HealthInfo by clicking on the top left button that says “update contact info.” (If this is first time you will update your information through the website, you will have to register as a new user.)

The New York City Department of Health and Mental Hygiene is committed to protecting your confidentiality; any information you provide to us will be kept strictly confidential.

Thank you for being part of this important public health endeavor. If you have any further questions please do not hesitate to contact us.

Sincerely,

[Name]

[Title]

[Phone]

[WTCHR]

E. Script for Talking to Family/Friends Contact of the Enrollee

Hello. My name is ____ [first and last name] from the World Trade Center Health Registry. I am calling for ____ [secondary contact's first/last name].

- Make sure you have the right person on the phone

I'm calling because ____ [Enrollee's first/last name] is a participant in the World Trade Center Health Registry and have listed you as someone who would always have access to [his/her] current contact information. We have been trying to contact ____ [Enrollee's first name] through mail to send [him/her] health updates from the Registry, but mail sent to [him/her] at ____ [give failed address] has been returned to us as undeliverable.

- Ask the family/friends contact if they would provide the enrollee's contact information

Would you be willing to provide us with ____'s [enrollee's first name] most up to date mailing address so we can pass on this information to [him/her]? [YES/NO]

- If the friends/family contact says no, find out why and be sympathetic with their concerns

I understand your concerns. But the success of the Registry depends on keeping in contact with our enrollees so that we can keep track of their health and provide them with information about available resources. It is difficult to do this if we do not have updated contact information for our enrollees. Can I give you my contact information to pass on ____ [enrollee] so that you can have [him/her] contact me directly? [Talk with the person about the different options of contacting the enrollee. Do not be too pushy if they don't want to be involved, it's OK]

- If the family/friends contact says yes, gather all updated contact info

The mailing address we have is ____ [give failed address]. Do you have the updated one? And the phone number we have is ____.

- Gather the information from the secondary contact and thank them, then end the conversation

Thank you very much for your help today; it is much appreciated.

F. Script for talking with Non-Family/Friends Contact

Hello my name is ____ [your first and last name] from the World Trade Center Health Registry. I am calling for ____ [family/friend contact's first and last name] [Whoever answered the phone will say the enrollee is unavailable/cannot come to the phone]

May I leave a phone number with you for _____ [family/friend's name] to call me back? Our phone number is 866-692-9827. Thank you.

G. Script for Family/Friends Contact's Home or Cell Answering Machine

First Message:

Hello this message is for _____ [family/friend's first and last name]. My name is _____ [first and last name] from the World Trade Center Health Registry. I am calling because {ENROLLEE} gave us your name as someone who might be able to provide their current contact information. I am sorry I did not reach you at home. Someone from our office will be calling back in the next few days. In the meantime, please feel free to contact us with this information or if you have any questions at 866-692-9827. Thank you

Second Message:

Hello this message is for _____ [family/friend's first and last name]. My name is _____ [first/last name] from the World Trade Center Health Registry. Someone from our office tried contacting you a few days ago because we would like to see if you can provide current contact information for {ENROLLEE} to update our records. Please call our office at your next available convenience at 866-692-9827, Monday through Friday between the hours of 9am and 5pm; or you may leave a message at any time. Thank you.

H. Script for Emailing Family/Friends Contact

*World Trade Center Health Registry
233 Broadway, 26th Floor
New York, NY 10279-2600
866-692-9827*

[Date]

[Family/friend name]

[Street address]

[City, state, zip]

Dear [family/friend name]

I am writing from the World Trade Center Health Registry office of the New York City Department of Health and Mental Hygiene. _____ [enrollee's name] is a participant in the Registry and has listed you as someone who would always have access to [his/her] current contact information. A major component of the Registry is keeping in contact with our participants so we can follow their health over time and distribute 9/11 – related health updates. As part of this ongoing effort, we have tried to send information to _____ [enrollee] through mail at the addresses stated below but it has been returned to us marked as undeliverable.

[Failed street address]

[City, state zip]

We hope that you are willing to contact our office and provide us with _____'s [enrollee's] current mailing address so that we can keep [him/her] updated and involved with the Registry. If you have any questions about the Registry, or are concerned about giving out such information, please do not hesitate to contact us. You may reply to this email, or send a new email to us at wtchr@health.nyc.gov, or call our office at 866-692-9827.

The New York City Department of Health and Mental Hygiene is committed to protecting confidentiality. Any information you provide to us will be kept strictly confidential.

Thank you for being part of this important public health endeavor. If you have any further questions please do not hesitate to contact us.

[Name]

[Title]

[Phone], [WTCHR]

I. Script for friends/family letter

*World Trade Center Health Registry
233 Broadway, 26th Floor
New York, NY 10279-2600
866-692-9827*

[Date]

[Friends/family name]

[Street address]

[City, state, zip]

Dear [friend/family contact's name]

_____ [enrollee's name] *is a participant in the World Trade Center Registry and has listed you as someone who would always have access to [his/her] current contact information. A major component of the Registry is keeping in contact with our participants so we can follow their health over time and distribute 9/11 – related health updates. As part of this ongoing effort, we have tried to send information to _____ [enrollee] through mail at the address below, but it has been returned to us marked as undeliverable:*

[Failed street address]

[City, state, zip]

We hope that you are willing to contact our office and provide us with _____'s [enrollee's] current mailing address so that we can keep [him/her] updated and involved with the Registry. If you have any questions about the Registry, or are concerned about giving out such information, please do not hesitate to contact us. You may write to address above; email us at wtchr@health.nyc.gov, or call our office at 866-692-9827.

The New York City Department of Health and Mental Hygiene is committed to protecting confidentiality. Any information you provide to us will be kept strictly confidential.

Thank you for being part of this important public health endeavor.

[Name]

[Title]

[Phone]

[WTCHR]

J. Script for Speaking with Proxy

Hello my name is ____ [your first and last name] from the World Trade Center Health Registry. I am calling for ____ [proxy's first and last name] [Make sure names match up before continuing]

Because of the confidential nature of this call, I need to verify the enrollee's date of birth [Check to make sure date of birth match up in the database before continuing. If they don't end the conversation]

- Remind them that they are a proxy for someone in the World Trade Center Health Registry.

Thank you. The reason why I'm calling you today is because we have been trying to send you health updates on behalf of ____ [enrollee's name] from the World Trade Center Health Registry through mail, but letters sent to ____ [failed address] have been returned to us marked as undeliverable. It is important that we keep in touch with you so we can gather the most comprehensive health data and let you know about important health updates and information. Could you please provide us with your current mailing address?

- Obtain new address and ask for changes in other contact information

While I have you on the phone, I'm going to verify your other contact information. [Obtain new email address, work and cell phone numbers if they have changed]

- Check for changes in the family/friends contact:

At the time of your initial interview, we asked you to provide us with the name, number, and address of two people who would always have access to your contact information. According to our records, you have identified ____ [give names of family/friends contact]. Has their contact information changed? [Record any changes]

- Remind proxy how they can update their information before closing the conversation

Thanks again for participating in the World Trade Center Health Registry. If you need to update your contact information in the future, you can call our office at 866-692-9827, email us at wchr@health.nyc.gov; or visit our website at nyc.gov/9-11HealthInfo. Your participation is much appreciated.

K. Script for Proxy's Home or Cell Answering Machine**First Message:**

Hello this is message is for ____ [proxy's first and last name]. My name is ____ [first and last name] from the World Trade Center Health Registry. I am calling because we need you to update your mailing address for the Registry. I am sorry I did not reach you at home. Someone from our office will be calling back in the next few days. In the meantime, please feel free to contact us with this information or if you have any questions at 866-692-9827. Thank you.

Second Message:

Hello this is message is for ____ [Proxy's first/last name]. My name is ____ [first and last name] from the World Trade Center Health Registry. Someone from our office tried contacting you a few days ago because we need you to update your mailing address for our records. Please call our office at your next available convenience at 866-692-9827 Monday through Friday between the hours of 9am to 5pm; or you may leave a message at any time. Thank you.

L. Script for Emailing Proxy

*World Trade Center Health Registry
233 Broadway, 26th Floor
New York, NY 10279-2600
866-692-9827*

[Date]

[Proxy first/last name]

[Street address]

[City, state, zip]

Dear _____ [proxy's first/last name]

I am writing to you from the World Trade Center Health Registry office of the New York City Department of Health and Mental Hygiene. Thank you for signing up for the Registry on behalf of _____ [enrollee's name]. A major component of the Registry is keeping in contact with our participants so we can follow their health over time and distribute 9/11 – related health updates. As part of this ongoing effort, we tried to send information to you through mail at the above address, but it has been returned to us marked as undeliverable.

We ask that you please reply to this email or call our office at 866-692-9827 and provide us with your current contact information (including home address and phone, updated email address, and work phone and address if necessary) so that we can keep you updated and involved with the Registry.

If any of your contact information changes again in the future, please let us know by calling our office at 866-692-9827; email us at wchr@health.nyc.gov; or through our website at nyc.gov/9-11HealthInfo by clicking on the top left button that says “update contact info.” (If this is first time you will update your information through the website, you will have to register as a new user.

The New York City Department of Health and Mental Hygiene is committed to protecting your confidentiality; any information you provide to us will be kept strictly confidential.

Thank you for being part of this important public health endeavor. If you have any further questions please do not hesitate to contact us.

[Name]

[Title]

[Phone]

[WTCHR]

M. Script for Talking with family/friends Contact of Proxy

Hello. My name is ____ [first and last name] from the World Trade Center Health Registry. I am calling for ____ [secondary contact's first/last name].

- Make sure you have the right person on the phone

I'm calling because ____ [proxy's first/last name] is acting as a proxy for ____ [enrollee] in the World Trade Center Health Registry and has listed you as someone who would always have access to [his/her] current contact information. We have been trying to contact ____ [proxy's first name] through mail to send [him/her] health updates from the Registry, but mail sent to [him/her] at ____ [give failed address] has been returned to us as undeliverable.

- Ask the family/friends contact if they would provide the enrollee's contact information

Would you be willing to provide us with ____'s [proxy's first name] current mailing address so we can pass on this information to [him/her]? [YES/NO]

- If the friends/family contact says no, find out why and be sympathetic with their concerns

I understand your concerns. But the success of the Registry depends on keeping in contact with our enrollees so that we can keep track of their health and provide them with information about available resources. It is difficult to do this if we do not have updated contact information for our enrollees. Can I give you my contact information to pass on to ____ [proxy] so that you can have [him/her] contact me directly? [Talk with the person about different options of contacting the enrollee. Do not be too pushy; if they don't want to be involved, it's OK]

- If the family/friends contact says yes, gather all updated contact info

The mailing address we have is ____ [give failed address]. Do you have the updated one? And the phone number we have is ____.

- Gather the information from the secondary contact and thank them, then end the conversation

Thank you very much for your help today; it is much appreciated.

N. Script for Emailing or Mailing friends/family Contact of Proxy

*World Trade Center Health Registry
233 Broadway, 26th Floor
New York, NY 10279-2600
866-692-9827*

[Date]

[Friends/family name]

[Street address]

[City, state, zip]

Dear [friend/family contact's name]

_____ [proxy's first/last name] is acting as a proxy for _____ [enrollee] in the World Trade Center Health Registry and has listed you as someone who would always have access to [his/her] current contact information. We have been trying to contact _____ [proxy's first name] through mail to send [him/her] health updates from the Registry, but mail sent to [him/her] at the following address has been returned to us and marked as undeliverable:

[Failed street address]

[City, state, zip]

We hope that you are willing to contact our office and provide us with _____'s [proxy's name] current mailing address so that we can keep _____ [proxy] and _____ [enrollee] updated and involved with the Registry. If you have any questions about the Registry, or are concerned about giving out such information, please do not hesitate to contact us. You may write to address above; email us at wtchr@health.nyc.gov, or call our office at 866-692-9827.

The New York City Department of Health and Mental Hygiene is committed to protecting confidentiality. Any information you provide to us will be kept strictly confidential.

Thank you for being part of this important public health endeavor.

[Name]

[Title]

[Phone]

[WTCHR]

O. Script for Talking to Proxy Regarding a Enrollee They Enrolled, Who is Now 18 Years of Age or Older and Can Participate without the Proxy In The Future

Hello my name is ____ [your first and last name] from World Trade Center Health Registry. I am calling for ____ [proxy's first and last name] [Make sure names match up before continuing]

Because of the confidential nature of this call, I need to verify the enrollee's date of birth [Check to make sure date of birth match up in the database before continuing. If they don't end the conversation]

- Remind them that they are a proxy for someone in the World Trade Center Health Registry

Thank you. As you may remember, you enrolled ____ [Enrollee's name] in the World Trade Center Health Registry. Since ____ [enrollee] is now over 18 years of age, [he/she] can now participate in the Registry themselves. Do you have the current contact information for ____ [enrollee] so that we may contact ____ [he/she] directly?

- Obtain contact information and thank the proxy for their participation:

Thank you for acting as a proxy for ____ [enrollee's name] in the World Trade Center Health Registry. If you have any questions regarding the Registry or want to obtain health updates from the Registry, please visit our website at nyc.gov/9-11HealthInfo, email us at wchr@health.nyc.gov or call our office at 866-692-9827. Your participation was much appreciated.

P. Script for talking to a Enrollee who has recently turned 18 Years Old and No Longer Needs a Proxy to Conduct Interviews

Hello my name is ____ [your first and last name] from the World Trade Center Health Registry. I am calling for ____ [new enrollee's first/last name]

- Remind them that they were enrolled in the Registry through a proxy parent or guardian and now that they are 18 years of age, they can participate themselves. Also remind them that a Summary of their Rights as a Registry participant was mailed to them earlier this year. That SOR informed them of their right to remain or withdraw themselves as Registry participants.

Thank you. As you may remember, ____ [former proxy's name] has been acting as your proxy in the World Trade Center Health Registry. However, because you are now over 18 years of age, you do not need ____ [name of proxy] to serve as your proxy anymore. At this time you can decide whether or not you still wish to participate in the Registry and its activities. In order to continue to include you in the Registry, we just need your current

contact information and the names of two people who do not live with you who can always reach you.

- If the enrollee no longer wishes to participate in the Registry end the call.
- *Thank you for participating in the World Trade Center Health Registry.*
- Collect and update all contact information, including email address, home, work, and cell phone numbers. Also collect the mailing address, email address, home, work, and cell phone numbers of the two friends/ family contact.

Thank you for your continued interest in the Registry. We will be sending you a follow-up health survey within the next few months. Please be sure to include any recent health conditions and symptoms you have been experiencing in the survey. (Optional: use only if a survey is being conducted at that time)

If you need to update your contact information in the future or have any questions about the Registry, you can call our office at 866-692-9827, email us at wchr@health.nyc.gov; or visit our website at nyc.gov/9-11HealthInfo. Your participation is much appreciated.

VII. Caller ID Text When Conducting Tracing

- Because some of the people that we contact will have caller ID they should not be able to identify us as calling from the World Trade Center Health Registry. So starting April 25, 2007 all calls made by the WTCHR or on behalf of the WTCHR must use the caller ID text “NYC DEPT. HEALTH”. It is important that we make sure all phone lines used by WTCHR staff display the above text when calling out. It is also important that our contractors who call on behalf of the WTCHR display the above text as well.

VIII. Tracing Discordant or Missing Information

Our enrollees are the most valuable asset of the Registry. If we are not able to link their survey responses from the baseline survey and the follow-up survey then the Registry is losing out on valuable data. That is why it is imperative that we have the most up-to-date and accurate demographic information of our enrollees. Their demographic information is also used to match against other health registries, vital records, and national death index databases.

This portion of the protocol will establish a standardized system for contacting enrollees of the WTCHR who have identifiable demographic data discrepancies between the baseline and follow-up survey or missing information in their personal demographic information.

The steps taken and scripts read when contacting enrollees and/or their secondary contacts are very similar to those used during enrollee tracing. The only difference is that we are asking for or verifying demographic information rather than contact information.

A. Guidelines for contacting enrollees

- Make 1st attempt at contacting the enrollee through the home phone number. If the enrollee is not reached leave a message on the answering machine(if the 1st or 3rd round of calls), then immediately...
- Make 2nd attempt at contacting the enrollee through the cell phone number. If enrollee is not reached, leave a message on the voice mail (if the 2nd or 4th round of calls), then immediately...
- Make 3rd attempt at contacting the enrollee through the work number.
- If the enrollee is not reached during these three call attempts, allow a minimum of 2 business days before trying these three numbers again (a “round” of calls). An answering machine message should be left on the home phone for the 1st and 3rd rounds and the cell phone for the 2nd and 4th rounds. (***Please note that no messages should be left on the work phone.***)
 - **Failed attempts include:**
 - No answer
 - Answering machine pick up
 - Someone else besides the enrollee answers the phone
 - A busy signal does not count as a failed attempt. If the phone is busy, try again about 30 minutes later the same day when time allows and/or until the phone rings. (A fast busy signal means that the line has been disconnected and it should be logged as such.)
- The person who is making the call should note the time and date of the call, and the outcome of the call (i.e. answering machine, busy signal, etc.)

1. Making the call

- Say your first and last name and identify yourself as calling from the World Trade Center Health Registry and ask to speak with the enrollee using their first and last name.
 - *“Hello my name is ____ [your first and last name] from the World Trade Center Health Registry. I am calling for ____ [enrollee’s first and last name]”*
- If the enrollee is not available to come to the phone, ask the person if they know a better time or day when you could call back. If they don’t know, say you will try back again later and end the call.
 - *“Do you know a good time that I can call back to reach _____ [enrollee’s first and last name]?”*
- Never give any specific detail about why you are calling until you are positive you are speaking with the enrollee and have confirmed this by checking their record in the Query tool.

2. Talking with the Enrollee

- Once you are speaking to the enrollee based on their first or last name, you need to confirm their enrollment by asking for either their date of birth or the last four digits of their social security number. Either one of these must match the record in the Query tool. You cannot assume you are speaking with the enrollee until their date of birth or last four digits of their social security is verified.
[Please note: For some enrollees you may have 2 sets of DOB or last four digits of SSN, due to discrepant information. Please confirm enrollment if at least one DOB or last four digits of SSN matches.]

- *“Because of the confidential nature of this call, I need to verify your identify before I continue. Can you please provide me with your date of birth or the last 4-digits of your Social Security Number?”*
- If the enrollee does not feel comfortable giving out this information, provide them with the Registry hotline number (866-692-9827/866-692-9827), email address (wtchr@health.nyc.gov) so they can update their information and verify who we are.
- Explain that we received their WTCHR Follow-Up survey but some of the information they provided on the survey is different from the information in our records, OR is missing from our records. (Choose your explanation based on the information that you are trying to retrieve.).
- Remind the enrollee that providing this information is voluntary. Please treat discrepancies related to gender, last name and first name with special sensitivity and care. Please take into account that the enrollee may have experienced circumstances (e.g., a medical procedure or divorce) which resulted in a gender and/or name change, In instances such as these, information from both baseline and follow-up need to be captured.
- Please note: “in our records” used below refers to baseline data.
 - *For the gender discrepancy*, use wording such as: “In the follow-up survey you completed, you wrote down ‘male’(or ‘female’) for gender, but in our records, we have ‘female’ (or ‘male’). We would like to update our records to make sure that we have the most accurate information. possible.”
 - *For DOB discrepancy*, use wording such as: “In the follow-up survey you completed, you wrote down your date of birth was “_____” but in our records we have “_____”. We just need to find out what is the correct date of birth.”
 - *For Social Security number*, use wording such as: “In the follow-up survey you completed, you wrote down the last four digits of your social security number as “_____” but in our records we have it as “_____”. We just need to verify which number is correct.
 - *For First Name or Last Name discrepancy*, use wording such as: “In the follow-up survey you completed, you wrote your (first or last) name down as [read name], but in our records, we have your (first or last) name as [read name]. We would like to update our records to make sure that we have the most accurate information possible.”
 - *If information is missing*, use wording such as: “Our records indicate that we are missing your _____ (Choose any: First Name, Last Name, Date of Birth, Gender or Social Security Number). Can you please provide me with your _____ (information that is missing)?

If the enrollee tells you that any of the missing information was purposely let out, thank the enrollee for their time and end the call. Make a note on the tracking form.

3. Emailing or Mailing the enrollee

- The enrollee may be emailed and/or mailed a letter after four rounds of calling home, work and cell have failed and the enrollee has not called back a minimum of two business days of leaving the 4th round voicemail message on the cell phone.

- If the enrollee has provided a home and work email address, send the email to both addresses. Letters should be mailed to the address provided by the enrollee.
- Remember to use “Request from WTC Health Registry” as the subject line and to use official signature at the end of the email so that the enrollees does not mistaken the email for spam.
- All emails must be sent from the WTCHR@health.nyc.gov email address.
- Each enrollee must be sent their own, personalized email. No more than 1 enrollee may be included on any email.

SEE SECTION VI.D. FOR EMAIL SCRIPT FOR ENROLLEE AND MODIFY ACCORDINGLY (Email script may be used for the letter.)

4. When all attempts have failed

- If all of the above attempts at reaching the enrollee have failed tracing will be attempted by following the steps stated in the tracing protocol.

5. Logging the telephone calls

- Each call attempt should be logged into the Tracking Form for Contacting Enrollees (see form below).

VIII. TRACKING FORM FOR CONTACTING ENROLLEES

- 1. Enrollee Name: _____
- 2. CASE ID: _____
- 3. Address: _____

- 4. Phone: (hm/wk/cell/other) _____
(hm/wk/cell/other) _____
- 5. Reason for contact: Missing Information Discordant Information

6. Attempts to Contact Enrollee by NYC DOHMH WTCHR Staff:

Attempt	Date	Time	Enrollee contacted?			Notes:
			Y	N	If N why?	
# 1		am/pm				
# 2		am/pm				
# 3		am/pm				
# 4		am/pm				

7. Outcome of Contact by NYCDOHMH WTCHR Staff:

- Refused to give or verify DOB, last 4 of SSN, Gender, Last Name and/or First Name
- Missing information was purposely left out
- Contact information has changed (see updated information above)
- Agree to provide missing or clarify discordant information
 - Date of Birth (mm/dd/yyyy) _____ (baseline) _____ (follow-up)
 - Last 4 digits of Social Security Number (SSN) _____ (baseline) _____ (follow-up)
 - Gender (M/F/Other) _____ (baseline) _____ (follow-up)
 - First Name (baseline) _____ Last Name (baseline) _____
 - First Name (follow-up) _____ Last Name (follow-up) _____
- Unable to contact Enrollee

APPENDIX F – DATA CLEANING RULES DOCUMENT

WTCHR - DATA CLEANING AND EDIT RULES FOR THE WAVE 3 ADULT SURVEY

April 11 2012

PART I: DATA EDIT RULES FOR WEB DATA (Pages 1-2 of this document)

General Web instrument rules:

- If no answer is given, administer the ‘no’ path. This is not an edit rule, but a FYI.
- All missing whether because of legitimate skips or respondents skipping the questions will be converted to -9.
- Assign -9 for missing month, day, or year in date of birth and date of death.
- Extract interview date, “Today’s Date”, from StatusDT.
- For "select all" questions, when all responses are -9 (which means none of the options were selected), recode -9 to 0.
- Convert Height in feet and inches to inches
- Convert Q1’s answer (Yes/No) to:
 - 1=self
 - 2=proxy for live enrollee
 - 3=proxy for deceased
- For ProxyR_WEB (A2 in paper), convert responses to match paper’s response choices
 - Recode to “Other” and fill “Other Specify” text for the following values
 - Incarcerated/Institutionalized
 - Serving in Military Overseas
 - Out of Country
 - Recode to 'A physical or mental disability' for the following values”
 - A physical or mental disability; has consent
 - A physical or mental disability; legal guardian
 - A physical or mental disability; can get consent
- For menstruation questions, combine 2 variables into 1, following this rule:
 - If Period not started yet (F53_NotStarted_1) is checked (=1), then set variable period_agestart_w3 =-7
 - Otherwise, set period_agestart_w3 = F53_Age
- Drop the following variables from the web sas dataset after rules have been applied.
 - CASEID - 8-digit RTI assigned ID
 - F53_NOTSTARTED_1 - When F53_NotStarted_1 = 1, assign -7 to period_agestart_w3

- H11A_FT_1 - Height in feet will be converted to inches and added to height in inches value
- H11A_IN_1 - Height in inches will be converted to inches and added to height in inches value
- MODE - RTI mode of testing or production or training.
- NEWADULT - Enrollee was under 18 in prior wave and is 18+ in wave 3
- PROXYM_WEB_1 - Could enrollee complete survey by mail?
- PROXYPHONE_1 - Could enrollee complete survey by phone?
- PROXY_CONSENT_CONFIRM_1 - Enrollee has a physical or mental disability. Has enrollee given consent to do interview?
- PROXY_LG_CONFIRM_1 - Are you the legal guardian for the enrollee?
- QUESTIONEND - End of interview was reached.
- RDOB_DD - Preloaded enrollee day of birth
- RDOB_MM - Preloaded enrollee month of birth
- RDOB_YYYY - Preloaded enrollee year of birth
- STATUSDT - Interview completion date and time. Date components will be extracted from statusDT,
- USERMODE - Respondent completed web interview.

PART II: DATA EDIT RULES FOR CATI DATA (Pages 2-4 of this document)

General CATI instrument rule:

- If a “don’t know” (-1) or “refused” (-2) answer is given, administer the ‘no’ path. This is not an edit rule, but a Fyi.
- When “don’t know” or “refused” answer is given for a select one answer question, retain the value as-is.
- When “don’t know” or “refused” answer is given for a “select all” type of question, apply it to all of the “select all” responses.
 - For example, for “don’t know” response in question Q5, when DM05_12_1 = 1, recode DM05_1_1 - DM05_11_1 to -1.
 - For example, for “refused” response in question Q5, when DM05_13_1 = 1, recode DM05_1_1 - DM05_11_1 to -2.
 - This applies to questions Q5, Q25, Q30b, Q31b, Q32b, and Q32c.
- Pull in data from the CATI Front-end
 - Proxy’s first and last name, also convert to a single variable (full name).
 - Reason for [enrollee] not completing the survey. Also need to convert responses to match paper’s response choices
 - Recode to “Other” and fill “Other Specify” text for the following values
 - Incarcerated/Institutionalized
 - Serving in Military Overseas
 - Out of Country

- Recode to 'A physical or mental disability' for the following values”
 - A physical or mental disability; has consent
 - A physical or mental disability; legal guardian
 - A physical or mental disability; can get consent
- All missing (due to legitimate skip) will be converted to -9
- Assign -9 for missing month, day, or year in date of birth and date of death.
- Extract interview date, “Today’s Date”, from StatusDT.
- For proxy cases, move phone (A1_CP) to proxy’s phone number (PROXY_PHONE_W3). Drop A1_CP after this recode.
- For menstruation questions, combine 2 variables into 1, following this rule:
 - If Period not started yet (F53_NotStarted_1) is checked (=1), then set variable period_agemstart_w3 =-7
 - Otherwise, set period_agemstart_w3 = F53_Age
- Drop the following variables from the cati sas dataset after rules have been applied.
 - A1_ACITY_1 - City where respondent called from
 - A1_A_COUNTRY_1 - Country where respondent called from
 - A1_A_STATE_1 - State where respondent called from
 - A1_A_STREET_1 - Street address where respondent called from
 - A1_A_ZIP_1 - Zip code where respondent called from
 - A3_P_1 - Where did enrollee die. Used to gate whether to ask about other country of death.
 - CASEID - 8-digit RTI assigned ID
 - DM05_12_1 - CATI "don't know" response to "select all" question
 - DM05_13_1 - CATI "refused" response to "select all" question
 - F53_1 - When F53_1 = 1, assign -7 to period_agemstart_w3
 - H11A_FT_1 - Height in feet will be converted to inches and added to height in inches value
 - H11A_IN_1 - Height in inches will be converted to inches and added to height in inches value
 - H25TYPE_10_1 - CATI "don't know" response to "select all" question
 - H25TYPE_11_1 - CATI "refused" response to "select all" question
 - H30B_10_1 - CATI "don't know" response to "select all" question
 - H30B_11_1 - CATI "refused" response to "select all" question
 - H31B_10_1 - CATI "don't know" response to "select all" question
 - H31B_11_1 - CATI "refused" response to "select all" question
 - H32B_10_1 - CATI "don't know" response to "select all" question
 - H32B_11_1 - CATI "refused" response to "select all" question
 - H32C_10_1 - CATI "don't know" response to "select all" question
 - H32C_11_1 - CATI "refused" response to "select all" question
 - L60_A_1 - Was enrollee born in US? Use to gate whether to ask about other country or US State of birth.
 - MODE - RTI mode of testing or production or training.

- NEWADULT - Enrollee was under 18 in prior wave and is 18+ in wave 3
- RADDRESS1 - Preloaded enrollee address
- RCITY - Preloaded enrollee city
- RDOB_DD - Preloaded enrollee day of birth
- RDOB_MM - Preloaded enrollee month of birth
- RDOB_YYYY - Preloaded enrollee year of birth
- RFNAME - Preloaded enrollee first name
- RGENDER - Preloaded enrollee gender
- RLNAME - Preloaded enrollee last name
- RPHONE - Preloaded enrollee phone number
- RSTATE - Preloaded enrollee State
- RZIP - Preloaded enrollee zip code
- STATUSDT - Interview completion date and time. Date components will be extracted from statusDT,
- USERMODE - Respondent completed cati interview.

PART III: PROPOSED DATA EDIT RULES FOR SKIP PATTERNS IN PAPER FORM DATA (Pages 4-9 of this document)

Spanish and Chinese paper survey data will be entered using a web program and will be merged with English paper survey data (Teleform) in the end.

In the ‘proposed data edit rule’ column in the following table, when the rule has the text, “question has no response”, that means that the question has a value of blank or empty, CATI don’t know (-1), CATI refused (-2), invalid (-4), or missing (-9).

Question skip pattern	Gate question	Proposed data edit rule
<p>Enrollee is deceased</p> <p>Gate question: Q1 If No and enrollee is deceased, ask A1 – A3. If No and enrollee is not deceased, ask Q2 - A2. If Yes, ask Q2 – Q60.</p> <p>Create 3 level variable for Q1 as follows:</p> <p>1=self 2=proxy for live enrollee 3=proxy for deceased enrollee</p> <p>DOHMH will clean this</p>	<p>Q1</p>	<ul style="list-style-type: none"> • If gate question (Q1) is ‘Yes’: <ul style="list-style-type: none"> ○ If A2 is ‘enrollee is deceased’ or A3 has any info, and Q2 – Q60 have no responses, recode gate (Q1) to 3 (Proxy - deceased). If A2 and A3 have no responses, and there is at least one response in Q2 through Q60, no action is needed. (Q1=1) ○ If A2 is ‘enrollee is deceased’ or A3 has any info, and Q2 – Q60 have responses, recode gate Q1 to 3 (Proxy-deceased). ○ If A2 and A3 have no responses, and Q2 – Q60 have no responses, no action is needed. (Q1=1) ○ However, if A2 is not “enrollee is deceased” and in A3 Date of death = Date of Birth in Q2, do not recode gate question to 3. • If gate question is ‘No’: <ul style="list-style-type: none"> ○ If A2 is ‘enrollee is deceased’ or A3 has any info, and Q2 – Q60 have no responses, skip is correct. Recode Q1 to 3 (Proxy-deceased). ○ If A2 and A3 have no responses, and there is at least one response in Q2 through A1, recode Q1 to 2 (Proxy-live). ○ If A2 is ‘enrollee is deceased’ or A3 has any info, and Q2 – A1 have responses, recode Q1 to 3 (Proxy-deceased). However, if A2 is not “enrollee is deceased” and in A3 Date of death = Date of Birth in

<p>question</p>		<p>Q2, do not recode gate question to 3.</p> <ul style="list-style-type: none"> ○ If A2 and A3 have no responses, and Q2 – A1 have no responses, recode Q1 to -9 (missing). • If gate question has no response: <ul style="list-style-type: none"> ○ If A2 is ‘enrollee is deceased’ or A3 has any info, and Q2 – Q60 have no responses, recode Q1 to 3 (Proxy - deceased). ○ If A1, A2 and A3 have no responses, and there is at least one response in Q2 through Q60, recode Q1 to 1 (Self). ○ If A2 is ‘enrollee is deceased’ or A3 has any info, and Q2 – Q60 have responses, recode Q1 to 3 (Proxy - deceased). ○ However, if A2 is not “enrollee is deceased” and in A3 Date of death = Date of Birth in Q2, do not recode gate question to 3. If A2 and A3 have no responses, and Q2 – Q60 have no responses, recode Q1 to -9 (missing). • If gate question has invalid responses (both Yes/No were checked): <ul style="list-style-type: none"> ○ If A2 is ‘enrollee is deceased’ or A3 has any info, and Q2 – Q60 have no responses, recode Q1 to 3 (Proxy - deceased). ○ If A1, A2 and A3 have no responses, and there is at least one response in Q2 through Q60, recode Q1 to 1 (Self). ○ If A2 is ‘enrollee is deceased’ or A3 has any info, and Q2 – Q60 have responses, recode Q1 to 3 (Proxy - deceased). ○ If A2 and A3 have no responses, and Q2-q60 have no responses, recode Q1 to -4 (invalid).
<p>If gate question is ‘No’, skip one question.</p> <p>Example: Gate question: Q14 If Q14 is yes, ask Q15. If Q14 is no, ask Q16.</p>	<p>Q14 Q28a Q25 (recode Q25a-i first before recoding Q25)</p>	<ul style="list-style-type: none"> • If gate question (Q14) is ‘Yes’: <ul style="list-style-type: none"> ○ If skip question (Q15) has a response, then no action is needed. ○ If skip question has no response, recode skip question to -9 (missing). • If gate question is ‘No’: <ul style="list-style-type: none"> ○ If skip question has a “Yes” response, recode gate question to 1 (yes). ○ If skip question has a “No” response or has no response, then no action is needed. • If gate question has no response: <ul style="list-style-type: none"> ○ If skip question has a “Yes” response, recode gate question to 1 (yes). ○ If skip question has a “No” response or has no response, recode gate question to -9 (missing). • If gate question has invalid response (both Yes/No were checked): <ul style="list-style-type: none"> ○ If skip question has a “Yes” response, recode gate question to 1 (yes). ○ If skip question has a “No” response or has no response, then no action is needed. Gate question coding stays as it is (-4).
<p>If gate question is ‘No’, skip follow-on questions.</p> <p>Example: Gate question: Q16a If Q16a is yes, ask follow-on questions about year, medication, and hospitalization. If Q16a is no, ask Q16b.</p>	<p>Q16a-t Q17a-c Q22 Q25a-i Q38a-c</p>	<ul style="list-style-type: none"> • If gate question (Q16a) is ‘Yes’: <ul style="list-style-type: none"> ○ No action is needed on the gate question. • If gate question is ‘No’: <ul style="list-style-type: none"> ○ If “Year first told/Age/State” has a valid response (Q16, Q23a, Q25a-l, Q38), recode gate question to 1 (yes). ○ Similarly, if “Number of days/Number of visits” has a response greater than zero (Q17, Q23c), recode gate question to 1 (yes). ○ If “Year first told/Age/State” has no response or has invalid response, then no action is needed regardless. ○ Similarly, if “Number of days/Number of visits” has no response greater than zero, then no action is needed regardless. ○ If all follow-on questions have no response, then no action is needed. • If gate question has no response:

		<ul style="list-style-type: none"> ○ If "Year first told/Age/State" has a valid response, recode the gate question to 1 (yes). ○ Similarly, if "Number of days/Number of visits" has a response greater than zero, recode gate question to 1 (yes). ○ If any follow-on questions have no response or have invalid response, recode these gate questions to -9 (missing). ● If gate question has invalid response (both Yes/No were checked): <ul style="list-style-type: none"> ○ If "Year first told/Age/State" has a valid response, recode the gate question to 1 (yes). ○ Similarly, if "Number of days/Number of visits" has a response greater than zero, recode gate question to 1 (yes). ○ If "Year first told/Age/State" has no response or has invalid response and "Number of days/Number of visits" has no response greater than zero, then no action is needed regardless. Gate question coding stays as it is (-4).
<p>If gate question is 'No', skip 1 question.</p> <p>Example: Gate question: Q20a. If Q20a is yes, ask Q20b. If Q20a is no, ask Q21a.</p>	<p>Q20a</p>	<p>Ignore skip pattern; treat as two separate questions.</p> <p>If Q20a is missing, recode Q20a as -9. If Q20a is 'Yes' and 'No', recode Q20a as -4 (invalid).</p> <p>If Q20b is missing, recode Q20b as -9. If Q20b is 'Yes' and 'No', recode Q20b as -4 (invalid).</p>
<p>If gate question is "No", skip follow-on question ("Number of days")</p>	<p>Q21c</p>	<ul style="list-style-type: none"> ● If gate question (Q21c – Y/N) is 'Yes': <ul style="list-style-type: none"> ○ If skip question (Q21c – Number of days) has a response, then no action is needed. ○ If skip question has no response, recode skip question to -9 (missing). ● If gate question is 'No': <ul style="list-style-type: none"> ○ If skip question has a response and the response is greater than zero, recode gate question to 1 (yes). ○ If skip question has no response or the response is zero, then no action is needed. ● If gate question has no response: <ul style="list-style-type: none"> ○ If skip question has a response and the response is greater than zero, recode gate question to 1 (yes). ○ If the skip question has a response and the response is zero, recode gate question to 2 (no). ○ If skip question has no response, recode gate question to -9 (missing). ● If gate question has invalid response (both Yes/No were checked): <ul style="list-style-type: none"> ○ If skip question has a response and the response is greater than zero, recode gate question to 1 (yes). ○ If the skip question has a response and the response is zero, recode gate question to 2 (no). ○ If skip question has no response, then no action is needed. Gate question coding stays as it is (-4).
<p>If gate question is 'No', skip follow-on questions.</p>	<p>Q30a Q31a</p>	<ul style="list-style-type: none"> ● If gate question (Q30a) is 'Yes': <ul style="list-style-type: none"> ○ If skip question (Q30b) has a response (any of the responses is checked), then no action is needed. ○ If skip question has no response (none of the responses is checked), also no action is needed (response coding stays as "0=unchecked"). ● If gate question is 'No': <ul style="list-style-type: none"> ○ If skip question has a response, recode gate question to 1 (yes).

		<ul style="list-style-type: none"> ○ If skip question has no response, then no action is needed. ● If gate question has no response: <ul style="list-style-type: none"> ○ If skip question has a response, recode gate question to 1 (yes). ○ If skip question has no response, recode gate question to -9 (missing). ● If gate question has invalid response (both Yes/No were checked): <ul style="list-style-type: none"> ○ If skip question has a response, recode gate question to 1 (yes). ○ If skip question has no response, then no action is needed. Gate question coding stays as it is (-4).
<p>Gate question determines which question to ask.</p> <p>Example: Gate question: Q32a If Q32a is yes, ask Q32b (select all question). If Q32a is no, ask Q32c (select all question).</p>	<p>Q32a</p>	<ul style="list-style-type: none"> ● If gate question (Q32a) is 'Yes': <ul style="list-style-type: none"> ○ If Q32b has at least one response and Q32c has no responses, then no action is needed. ○ If Q32b has no responses and Q32c has at least one response, recode gate question (Q32a) to 2 (No). ○ If Q32b has at least one response and Q32c has at least one response, recode gate question (Q32a) to -4 (Invalid). ○ If Q32b has no responses and Q32c has no responses, then no action is needed. ● If gate question is 'No': <ul style="list-style-type: none"> ○ If Q32b has at least one response and Q32c has no responses, recode gate question (Q32a) to 1 (Yes). ○ If Q32b has no responses and Q32c has at least one response, then no action is needed. ○ If Q32b has at least one response and Q32c has at least one response, recode gate question (Q32a) to -4 (Invalid). ○ If Q32b has no responses and Q32c has no responses, then no action is needed. ● If gate question has no response: <ul style="list-style-type: none"> ○ If Q32b has at least one response and Q32c has no responses, recode gate question (Q32a) to 1 (Yes). ○ If Q32b has no responses and Q32c has at least one response, recode gate question (Q32a) to 2 (No). ○ If Q32b has at least one response and Q32c has at least one response, recode gate question (Q32a) to -4 (Invalid). ○ If Q32b has no responses and Q32c has no responses, recode gate question (Q32a) to -9 (Missing). ● If gate question has invalid response (both Yes/No were checked): <ul style="list-style-type: none"> ○ If Q32b has at least one response and Q32c has no responses, recode gate question (Q32a) to 1 (Yes). ○ If Q32b has no responses and Q32c has at least one response, recode gate question (Q32a) to 2 (No). ○ If Q32b has at least one response and Q32c has at least one response, no action is needed. Gate question (Q32a) stays as -4 (Invalid). ○ If Q32b has no responses and Q32c has no responses, no action is needed.
<p>If all questions are answered 'Not at all', skip follow-on questions.</p>	<p>Q33a-q Q35a-h</p>	<ul style="list-style-type: none"> ● If at least one of gate questions (Q33a-q) is not 'Not at all': <ul style="list-style-type: none"> ○ If all follow-on questions (Q34a – Q34c) have a response, then no action is needed. ○ If at least one follow-on question has a response and at least one follow-on question has no response, recode missing follow-on question response to -9 (missing) ○ If all follow-on questions have no response, recode follow-on questions to -9 (missing). ● If all gate question are 'Not at all': no action is needed. ● If all gate questions have no response: no action is needed.

<p>If gate question is 'No', skip follow-on questions. Example: Gate question: Q41a If Q41a is yes, ask follow-on questions. If Q41a is no, ask Q41b.</p>	<p>Q41a-h Q42a-f</p>	<ul style="list-style-type: none"> • If gate question (Q41a) is 'Yes': <ul style="list-style-type: none"> ○ If all follow-on questions have a response, then no action is needed. ○ If the follow-on questions have mixed responses, where at least one follow-on question has no response and at least one follow-on question has a response, recode follow-on questions with no response to -9 (missing). ○ If all follow-on questions have no response, recode follow-on questions to -9 (missing). • If gate question is 'No': <ul style="list-style-type: none"> ○ If either or both follow-on questions have a "Yes" response, recode gate question to 1 (yes). ○ If both follow-on questions have a "No" response or have no responses, then no action is needed on the gate question. Recode follow-on questions with no response to -9 (missing). • If gate question has no response: <ul style="list-style-type: none"> ○ If either or both follow-on questions have a "Yes" response, recode the gate question to 1 (yes). ○ If both follow-on questions have a "No" response or have no responses, then no action is needed on the gate question. Recode follow-on questions with no response to -9 (missing). ○ If all follow-on questions have no response, recode gate questions to -9 (missing). • If gate question has invalid response (both Yes/No were checked): <ul style="list-style-type: none"> ○ If either or both follow-on questions have a "Yes" response,, recode gate question to 1 (yes). ○ If both follow-on questions have a "No" response or have no responses, then no action is needed on the gate question. Gate question coding stays as it is (-4). Recode follow-on questions with no response to -9 (missing)..
<p>If gate question is 'Not at all', skip one question. Example: Gate question: Q48 If Q48 is not 'Not at all', ask Q49. If Q48 is 'not at all', ask Q50.</p>	<p>Q48</p>	<ul style="list-style-type: none"> • If gate question (Q48) is not 'Not at all': <ul style="list-style-type: none"> ○ If skip question (Q49) has a response, then no action is needed. ○ If skip question has no response, recode skip question to -9 (missing). • If gate question is 'Not at all': <ul style="list-style-type: none"> ○ If skip question has a response and the response is greater than zero, recode gate question to -7. ○ If skip question has no response or the response is zero, the no action is needed. • If gate question has no response: <ul style="list-style-type: none"> ○ If skip question has a response and the response is greater than zero, recode gate question to -7. ○ If skip question has a response and the response is zero, then recode gate question to "Not at all". ○ If skip question has no response, recode gate question to -9 (missing). • If gate question has invalid response (multiple responses were checked): <ul style="list-style-type: none"> ○ If skip question has a response and the response is greater than zero, recode gate question to -7. ○ If skip question has a response and the response is zero, then recode gate question to "Not at all". ○ If skip question has no response, then no action is needed. Gate question stays as invalid (-4).
<p>Gate question: Q51a</p>	<p>Q51a</p>	<ul style="list-style-type: none"> • If gate question (Q51a) is not 'Never':

<p>If Q51a is not 'never', ask Q51b. If Q51a is 'never', ask Q57.</p> <p>Questions:</p> <ul style="list-style-type: none"> If Q51a is not 'Never' and Q51b is 0, should Q51a be recoded to -4? NO <p>If Q51a is 'Never' and Q51b is > 0, should Q51a be recoded to -4? -7 INSTEAD</p>	<p>Q52a</p>	<ul style="list-style-type: none"> If skip question (Q51b) has a response, then no action is needed. If skip question has no response, recode skip question to -9 (missing). If gate question is 'Never': <ul style="list-style-type: none"> If skip question has a response greater than zero, recode gate question to -7 (invalid). If skip question has no response or the response is zero or "None" is checked, then no action is needed. If gate question has no response: <ul style="list-style-type: none"> If skip question has a response greater than zero, recode gate question to -7 (invalid). If skip question has no response or the response is zero or "None" is checked, recode gate question to -9 (missing).
<p>Gate question: Q53 If Q53 is not 'period not started yet', ask Q54. If Q53 is 'period not started yet', ask Q57.</p>	<p>Q53</p>	<ul style="list-style-type: none"> If gate question (Q53) is not -7 (period not started yet): <ul style="list-style-type: none"> If skip question (Q54) has a response, then no action is needed. If skip question has no response, recode skip question to -9 (missing). If gate question is -7 (period not started yet): <ul style="list-style-type: none"> No action is needed regardless. If gate question has no response: <ul style="list-style-type: none"> If skip question has a response, recode gate question to -9 (missing). If skip question has no response, recode gate question to -9 (missing). If gate question has invalid response (both "Age" and "Period not started yet" were filled/checked): <ul style="list-style-type: none"> Take the "Age" as the answer to this gate question regardless of the answer to the skip question.
<p>Gate question: Q54 If Q54 is 'No', ask Q55 and Q56. If Q54 is 'Yes', ask Q57.</p>	<p>Q54</p>	<ul style="list-style-type: none"> If gate question (Q54) is 'Yes': <ul style="list-style-type: none"> If either or both skip questions (Q55 and Q56) have a response, recode gate question to 2 (no). If skip questions have no response, then no action is needed. If gate question is 'No': <ul style="list-style-type: none"> If a skip question has a response, then no action is needed. If one skip question has a response and the other skip question has no response, recode skip question with missing response to -9 (missing) If skip questions have no response, then no action is needed. If gate question has no response: <ul style="list-style-type: none"> If either or both skip questions have a response, recode gate question to 2 (no). If skip questions have no response, recode gate question to -9 (missing). If gate question has invalid response (both Yes/No were checked): <ul style="list-style-type: none"> If either or both skip questions (Q55 and Q56) have a response, recode gate question to 2 (no). If skip questions have no response, then no action is needed. Gate question stays as invalid (-4).

PART IV: PROPOSED DATA RANGE EDITS BASED ON WEB AND CATI DATA EDITS (Pages 10-12 of this document)

Item	Proposed data edit
Q60 (on paper survey) birth place: Birthplace should be provided as either US State or Country outside of US	If Q59 State and Country are both not missing and Country not equal to U.S., United States, or USA, flag this with variable two_birth_loc = 1.
A3 place of death: Place of death should not be provided in both US State and Country outside of US.	US State and Country outside of US are both not-missing and Country not equal to U.S., flag this with variable two_death_loc = 1.
OTHER-SPECIFY RESPONSES: Q16t, Q25i (Q25i on the paper, Q25j on the web) Q32b, Q32c, A2	If 'other' response is selected, and the specified text is missing, then no action is needed for the 'other' response. If 'other' response is not selected, and the specified text is not missing, recode the 'other' response to 1. The specified text will be categorized and it will be re-assigned if the content matches one of the items provided on the question list – DOHMH will do this.
CALENDAR DATE RESPONSES: Today's Date (interview date), Q2 (date of birth or DOB) Notes: <ul style="list-style-type: none"> Each date will be split into month, day, and year variables. Day can be empty in CATI and WEB mode. Do NOT clean A1-A3 	Treat month, day, and year as separate variables. If any of the variable is empty, code it as "-9 (missing)". If month is not in the range of 1 to 12, format as "out of range" values but do not change the original values.. If non-missing day is not in the range of 1 to 31, format as "out of range" values but do not change the original values. If year is not in the range of 1900 to interview year, format as "out of range" values but do not change the original values. If non-missing interview year is not 2011 or 2012, format as "out of range" values but do not change the original values. If non-missing death year is not greater than non-missing DOB year and not less than or equal to non-missing interview year, format as "out of range" values but do not change the original values. If non-missing DOB year is not less than non-missing interview year, format as "out of range" values but do not change the original values. For paper mode, if non-missing DOB year does not match non-missing DOB year in preload database, flag the cases. Recode variable for birth year that does not match updated birth year provided by DOH or is greater than interview year. Apply to all modes and use recode variable in DFUM codebook. <ul style="list-style-type: none"> dob_yyyy_recode_w3. For this variable, -5 indicates "out of range" and -6 indicates DOB year mismatch.
YEAR RESPONSES: Q16a-t, Q23a, Q38a-c	Non-missing year should be between non-missing DOB year and non-missing interview year, otherwise format as "out of range" values but do not change the original values. Create a recode variable. Recode variables for year variables that indicate in and out of range value. Apply to all modes and use recode variable in DFUM codebook. <ul style="list-style-type: none"> For Q16a-t: hypertension_yr_recode_w3 - other_dis_yr_recode_w3 For Q23a: asthma_yr_recode_w3 For Q38a-c: depression_yr_recode_w3 - anxiety_yr_recode_w3
PAST 30 DAY QUESTIONS (range 0 to 30):	If response exceeds 30, format as "out of range" values but do not change the original values.

Q9a-c, Q50a, Q51b, Q52b	
PAST 30 DAY QUESTION (range 1 to 30): Q17a-c, Q21c	If response exceeds 30, format as “out of range” values but do not change the original values. If response is 0, format as “out of range” values but do not change the original values.
TWO-DIGIT ‘NUMBER OF’ RESPONSES (range 0 to 99): Q23C, Q47	If response exceeds 99, format as “out of range” values but do not change the original values.
NUMBER OF CIGARETTES (range 1 to 99) Q49	If response exceeds 99, format as “out of range” values but do not change the original values. If response is 0, format as “out of range” values but do not change the original values.
NUMBER OF DRINKS (range 0 to 50) Q50b, Q50c	If response exceeds 50, format as “out of range” values but do not change the original values. Note that CATI and WEB do this during data collection.
HEIGHT (range 3 ft to 7 ft 11 inches): Q11a Note: CATI and WEB modes do a soft check that the height in feet is between 3 and 7 feet. This soft check gives the respondent a chance to correct an out of range value, but does not force them to provide an answer within this range.	Height will be converted to inches but the values will be accepted as is.
WEIGHT (range 50 to 500 pounds): Q11b	If weight is not in the range of 50 to 500 pounds, format as “out of range” values but do not change the original values.
AGE RESPONSES: Q25a-j, Q53, Q55	Calculate age from non-missing DOB and non-missing interview date. If age is greater than calculated age, format as “out of range” values but do not change the original values. Recode variables for age variables that indicate in and out of range values. Apply to all modes and use recode variable in DFUM codebook. <ul style="list-style-type: none"> ○ For Q25a-i: cancer_breast_age_recode_w3 - cancer_other_age_recode_w3 ○ For Q53: period_agemstart_recode_w3 ○ For Q55: period_agemstop_recode_w3 .
SELECT ALL TYPE OF QUESTIONS: Q5, Q30b, Q31b, Q32b, Q32c	Select all type of questions must have at least one response. If none of the responses are selected, then no action is needed . 1=checked 0=unchecked Teleform automatically assigns a value of 1 to variables that have been checked, and a value of 0 to variables that have not been checked. No further data cleaning is needed.
“None” variables following write-in	If “None” variable=0 and preceding Number variable is greater than 0, code “None” variable as -4(Invalid).

<p>number fields that are coded as 0: DOHMH will clean this From Teleform: If selected, Q9a_none_w3=0 Q9b_none_w3=0 Q9c_none_w3=0 Q23c_none_w3=0 Change selected to 1 Not selected to -9 or -4</p>	<p>If "None" variable =0 and preceding Number variable=0 or is missing, code the Number variable as 0 and the None variable as 1. If the "None" variable is missing and the Number variable has a value, code the None variable as -9 (missing). If the "None" variable is missing and the Number variable is missing, code the None variable and the Number Variable as -9 (missing).</p>
<p>"None" variables following write-in number fields that are coded as 9: DOHMH will clean this Q47_w3=9 Q50a_non_w3=9 Q51b_non_w3=9 Q52b_non_w3=9 Change selected to 1 Not selected to -9 or -4</p>	<p>If "None" variable=9 and preceding Number variable is greater than 0, code "None" variable as -4(invalid). If "None" variable =9 and preceding Number variable=0 or is missing, code the Number variable as 0 and the None variable as 1. If the "None" variable is missing and the Number variable has a value, code the None variable as -9 (missing). If the "None" variable is missing and the Number variable is missing, code the None variable and the Number Variable as -9 (missing).</p>

**ATTACHMENT A
PROPOSAL COVER LETTER**

RFP Title: World Trade Center Health Registry: Wave 4 Adult Survey

PIN: 15WT000100R0X00

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 B-1
PRICE PROPOSAL FORM: DELIVERABLES SCHEDULE
RFP Title: World Trade Center Health Registry: Wave 4 Adult Survey**

PIN: 15WT000100R0X00

Proposer’s Name: _____

Proposers are directed to indicate a maximum price per deliverable listed below. As specified in Section III.C.2. of the RFP, prior to initiating work on a specific sub-deliverable, the contractor will provide to a work plan to DOHMH; upon DOHMH’s approval, the Contractor may begin work. **The total cost paid for any deliverable shall not exceed the pricing on the agreed-upon deliverables schedule.**

1. Deliverable One – Review Questionnaires

1.1. Conduct survey expert review of the long and short draft survey \$ _____

1.2. Provide a summary report to DOHMH with specific recommendations \$ _____

TOTAL, Deliverable One: \$ _____

2. Deliverable Two – Create Paper Survey Instruments using data capture software

2.1. Create the long and short paper survey instruments – in English \$ _____

2.2. Create the long and short paper survey instruments – in Spanish & Chinese \$ _____

TOTAL, Deliverable Two: \$ _____

3. Deliverable Three – Conduct Cognitive Testing of the Paper Survey Instruments

3.1. Prepare questions for the structured cognitive testing interviews \$ _____

3.2. Provide interviewer(s); conduct 1:1 cognitive interviews with N=12 enrollees in English \$ _____

3.3. Provide a summary report with specific recommendations \$ _____

TOTAL, Deliverable Three: \$ _____

4. Deliverable Four – Develop Quality Control Protocols for data capture from the long and short paper surveys and train Contractor and DOHMH staff.

4.1 Develop a comprehensive data QC protocol \$ _____

4.2 Conduct training sessions for DOHMH and contractor staff \$ _____

TOTAL, Deliverable Four: \$ _____

5. Deliverable Five – Conduct QC of the scanned data from completed long and short paper surveys

5.1. Assign a QC specialist to oversee and direct the entire paper survey data QC process	\$ _____
5.2. Conduct all Post-scanning Verification and Correction, and Final QC steps of approximately 16,000 long paper surveys.	\$ _____
5.3. Conduct all Post-scanning Verification and Correction, and Final QC steps of approximately 1,000 short paper surveys.	\$ _____
5.4. Deliver at least weekly an electronic data file with raw & cleaned post-QC paper survey data and a weekly progress report	\$ _____
5.5. Provide a final closeout report and a final paper survey database to DOHMH at the end of the data collection period.	\$ _____
TOTAL, Deliverable Five:	\$ _____
6. <u>Deliverable Six – Conduct Tracing</u>	
6.1. Develop a short tracing protocol	\$ _____
6.2. Conduct tracing of approximately 2,000 enrollees with invalid, missing or undeliverable telephone numbers and/or addresses and approximately 500 enrollees lost to follow-up	\$ _____
6.3. Deliver weekly an electronic (ascii, comma-delimited) data file with tracing results and any updated contact information	\$ _____
6.4. Provide a final summary tracing report.	\$ _____
TOTAL, Deliverable Six:	\$ _____
7. <u>Deliverable Seven – Design & Program the online (“web”) Survey Instruments</u>	
7.1. Create the long and short web survey instruments in English	\$ _____
7.2. Program the long and short web survey instruments so that enrollees may access and complete a web survey by clicking on a personalized link in an email sent to them by DOHMH.	\$ _____
7.3. Provide a secure dedicated database to save web survey responses	\$ _____
7.4. Create an application for DOHMH to use to print a report of web survey responses entered by an enrollee.	\$ _____
7.5. Enable completion of the short web survey on mobile devices with Mac or Windows operating systems, including tablets (e.g., iPad, Kindle) and cell phones.	\$ _____
7.6. Enable completion of the long web survey on mobile devices with Mac or Windows operating systems, including tablets (e.g., iPad, Kindle) and cell phones	\$ _____
7.7. Enable completion of the long & short web surveys on various Browsers	\$ _____
7.8. Detect the type of tablet or smart phone the user is using to access the web surveys or provide an option for the user to select the type of tablet	\$ _____

7.9	Develop test cases and conduct user testing of the web surveys	\$ _____
TOTAL, Deliverable Seven		\$ _____
8.	<u>Deliverable Eight – Facilitate DOHMH security review and testing of the web survey instruments and web site</u>	
8.1.	Provide a security report to DOHMH	\$ _____
8.2.	Provide test cases and facilitate security testing of the online survey instruments by DOHMH	\$ _____
8.3.	Participate in a 2 hour security review meeting or site visit at the Contractor’s offices to resolve any security issues	\$ _____
TOTAL, Deliverable Eight:		\$ _____
9.	<u>Deliverable Nine – Host the Online (“Web”) Survey Instruments</u>	
9.1.	Host the long & short English web surveys for 12 months	\$ _____
9.2.	Host the online surveys in a secure, dedicated domain.	\$ _____
9.3.	Provide 24/7 access to the online surveys for 12 months	\$ _____
9.4.	Deliver at least weekly an electronic data file with raw & cleaned post-QC web survey data and a weekly progress report	\$ _____
9.5.	Provide a final closeout report and a final web survey database	\$ _____
TOTAL, Deliverable Nine:		\$ _____
10.	<u>Deliverable Ten – Online Survey Help Desk</u>	
10.1.	Set up a help desk with a telephone number and email address	\$ _____
10.2.	Develop a brief help desk protocol and train help desk staff \	\$ _____
10.3.	Staff the help desk through the 9 month period of data collection during the hours: M-Th 9am-10pm; Fri 9am-9pm; Sat 10am-6pm; Sun noon-9pm	\$ _____
10.4.	Provide technical assistance to enrollees. Assume the volume will be 300 requests for assistance, an average of 13 minutes per response, and a total of 65 help desk staff hours.	\$ _____
TOTAL, Deliverable Ten:		\$ _____
11.	<u>Deliverable Eleven – Develop and implement data cleaning rules</u>	
11.1.	Develop a data cleaning protocol for both paper & web surveys	\$ _____
11.2.	Implement data cleaning for both the paper & web surveys separately and then cleaning the combined data (if needed)	\$ _____
11.3.	Provide to DOHMH the final, raw & cleaned datasets including the final paper, final web and final combined datasets.	\$ _____
TOTAL, Deliverable Eleven:		\$ _____

12. **Deliverable Twelve – Prepare a Data File User’s Manual**

- 12.1. Prepare a Data File User’s Manual (DFUM) based on the final combined web and paper dataset \$ _____
 - 12.2 Provide an electronic, editable version of the final DFUM including the codebook. \$ _____
- TOTAL, Deliverable Twelve: \$ _____**

13. **Deliverable Thirteen – Prepare a Calculations of Outcomes Rates Report**

- 13.1. Prepare a *Calculation of Outcome Rates Report* based on the final combined web and paper dataset \$ _____
 - 13.2. Provide an electronic, editable version of the final Outcomes Rates Report and the SAS code for calculating outcome rates \$ _____
- TOTAL, Deliverable Thirteen: \$ _____**

14. **Deliverable Fourteen — Additional Hourly Services**

- 14.1. Prepare and submit IRB materials to the contractor’s IRB \$ _____
 - 14.2. Conduct overall project management, including weekly progress reports, project meetings \$ _____
 - 14.3. Conduct other activities as requested by DOHMH \$ _____
- TOTAL, Deliverable Fourteen: \$ _____**

TOTAL MAXIMUM CONTRACT COST: \$ _____
 (sum of all 14 deliverable totals)

As stipulated in Section II.C. of the RFP, the anticipated maximum available funding for the contract awarded from this RFP will be up to \$1,500,000. The Agency reserves the right to postpone or cancel this RFP in whole or in part, and to award a contract to the selected contractor which includes the full or a reduced scope of work that is listed in this RFP, due to funding constraints.

ATTACHMENT B-2

BUDGET PROPOSAL FORM: Personal Services (PS)

World Trade Center Health Registry: Wave 4 Survey

PIN: 15WT000100R0X00

Proposer's Name: _____

# of FTEs	Job Title	Average Annual Salary (including all related expense)	Cost to Contract (Average Annual Salary x 2)
Sub-Total			
Total Personnel Services (PS) Budget Request			

ATTACHMENT B-3
 PRICE PROPOSAL FORM: Other Than Personal Services (OTPS)
 World Trade Center Health Registry: Wave 4 Survey

PIN: 15WT000100R0X00

Proposer's Name: _____

Expense	Cost to Contract (for entire 2 year duration)
Contracted Cost (identify)	
Rent	
Utilities	
Telephone	
Printing	
Supplies	
Equipment Purchase	
Equipment Rental	
Maintenance	
Insurance	
Travel	
Postage	
Other OTPS Cost (identify)	
Total Other Than Personnel Services (OTPS) Budget Request	

ATTACHMENT C

ACKNOWLEDGEMENT OF ADDENDA

RFP Title: World Trade Center Health Registry: Wave 4 Adult Survey

PIN: 15WT000100R0X00

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 _____, 200__

Addendum # 2, Dated _____, 200__

Addendum # 3, Dated _____, 200__

Addendum # 4, Dated _____, 200__

Addendum # 5, Dated _____, 200__

Addendum # 6, Dated _____, 200__

Addendum # 7, Dated _____, 200__

Addendum # 8, Dated _____, 200__

Addendum # 9, Dated _____, 200__

Addendum #10, Dated _____, 200__

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

RFP Title: World Trade Center Health Registry: Wave 4 Adult Survey

PIN: 15WT000100R0X00

Doing Business Data Form

To be completed by the City Agency prior to distribution			
Agency: DOHMH		Transaction ID: 15WT000100R0X00	
Check One:	Transaction Type (check one):		
<input checked="" type="checkbox"/> Proposal	<input type="checkbox"/> Concession	<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Economic Development Agreement
<input type="checkbox"/> Award	<input type="checkbox"/> Franchise	<input type="checkbox"/> Grant	<input type="checkbox"/> Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City Agency that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: Yes No

Entity Type: Corporation (any type) Joint Venture LLC Partnership (any type)
 Sole Proprietor Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former COO: _____ on date: _____

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, own or control 10% or more of the entity. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do not need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

The entity is not-for-profit There are no individual owners No individual owner holds 10% or more shares in the entity

Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____
Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.



ATTACHMENT E

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

- (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
- (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency.

Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

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.

By Council Members Garodnick, Barron, Brewer, Chin, Dromm, Ferreras, Fidler, Gennaro, Gentile, Jackson, James, Koppell, Lander, Mark-Viverito, Mealy, Mendez, Palma, Rose, Seabrook, Vann, Williams, Nelson, Foster, Van Bramer, Halloran and Koo

A Local Law to amend the administrative code of the city of New York, in relation to requiring city contractors and subcontractors to post information concerning their employees' reporting of fraud, false claims, criminality or corruption and their whistleblower protection rights.

Be it enacted by the Council as follows:

Section 1. Title 6 of the administrative code of the city of New York is amended by adding a new section 6-132 to read as follows:

§6-132. Posting of notice of whistleblower protection rights.

a. Definitions. For the purposes of this section, the following terms shall have the following meanings:

(1) "Contract" shall mean any written agreement, purchase order or instrument valued in excess of one hundred thousand dollars or more pursuant to which a contracting agency is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a contractor and a subcontractor.

(2) "Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the city treasury.

(3) "Contractor" shall mean a person or business entity who is a party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and "subcontractor" shall mean a person or entity who is a party to a contract with a contractor valued in excess of one hundred thousand dollars.

b. Posting of information about reporting fraud, false claims, criminality or corruption. Every contractor or subcontractor having a contract valued in excess of one hundred thousand dollars or more shall post a notice, in a prominent and accessible place on any site where work pursuant to such contract or subcontract is performed, containing information about

(1) how its employees can report to the New York city department of investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with such contract or subcontract, and

(2) the rights and remedies afforded to its employees under sections 7-805 and 12-113 of the administrative code for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with such contract or subcontract.

c. Contract provisions. Every city contract or subcontract valued in excess of one hundred thousand dollars shall contain a provision detailing the requirements of this section. If a contracting agency determines that there has been a violation of this section, it shall take such action it deems appropriate consistent with the remedies available under the contract or subcontract.

d. Nothing in this section shall be construed to limit an agency's authority to cancel or terminate a contract, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity pre-qualification, or otherwise deny a contractor city business.

§2. This local law shall take effect 120 days after its enactment into law and shall apply to contracts and subcontracts for which bids or proposals are first solicited after such effective date; provided, however, that the commissioner of investigation and the city's chief procurement officer shall take such measures as are necessary for its implementation, including the promulgation of rules, prior to such effective date.

By Council Members Garodnick, Halloran, Dromm, Barron, Brewer, Ferreras, Fidler, Gentile, Jackson, James, Koo, Koppell, Lander, Levin, Mark-Viverito, Palma, Rose, Sanders Jr., Seabrook, Van Bramer, Vann, Williams, Rivera, Rodriguez, Foster, Chin, Mealy, Gennaro and Ulrich

A Local Law to amend the administrative code of the city of New York, in relation to extending whistleblower protection for officers and employees of city contractors and subcontractors.

Be it enacted by the Council as follows:

Section 1. This bill shall be known and may be cited as the "Whistleblower Protection Expansion Act."

§ 2. Section 12-113 of the administrative code of the city of New York, as amended by local law number 10 for the year 2003, paragraphs 4, 5 and 6 of subdivision a and paragraph 3 of subdivision b as added by local law number 25 for the year 2007, and subdivision f as amended by local law number 25 for the year 2007, is amended to read as follows:

§ 12-113 Protection of sources of information. a. Definitions. For purposes of this section:

1. "Adverse personnel action" shall include dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

2. "Remedial action" means an appropriate action to restore the officer or employee to his or her former status, which may include one or more of the following:

(i) reinstatement of the officer or employee to a position the same as or comparable to the position the officer or employee held or would have held if not for the adverse personnel action, or, as appropriate, to an equivalent position;

(ii) reinstatement of full seniority rights;

(iii) payment of lost compensation; and

(iv) other measures necessary to address the effects of the adverse personnel action.

3. "Commissioner" shall mean the commissioner of investigation.

4. "Child" shall mean any person under the age of nineteen, or any person ages nineteen through twenty-one if such person receives instruction pursuant to an individualized education plan.

5. "Educational welfare" shall mean any aspect of a child's education or educational environment that significantly impacts upon such child's ability to receive appropriate instruction, as mandated by any relevant law, rule, regulation or sound educational practice.

6. "Superior officer" shall mean an agency head, deputy agency head or other person designated by the head of the agency to receive a report pursuant to this section, who is employed in the agency in which the conduct described in such report occurred.

7. "Contract" shall mean any written agreement, purchase order or instrument having a value in excess of one hundred thousand dollars pursuant to which a contracting agency is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a covered contractor and a covered subcontractor. Such term shall not include contracts or subcontracts resulting from emergency procurements or that are government-to-government procurements.

8. "Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the city treasury.

9. "Covered contractor" shall mean a person or business entity who is a party or a proposed party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and "covered subcontractor" shall mean a person or entity who is a party or a proposed party to a contract with a covered contractor valued in excess of one hundred thousand dollars.

10. "Officers or employees of an agency of the city" shall be deemed to include officers or employees of local development corporations or other not-for-profit corporations that are parties to contracts with contracting agencies and the governing boards of which include city officials acting in their official capacity or appointees of city officials. Such officers and employees shall not be deemed to be officers or employees of a covered contractor or covered subcontractor.

b. 1. No officer or employee of an agency of the city shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by another city officer or employee, which concerns his or her office or employment, or by persons dealing with the city, which concerns their dealings with the city, (i) to the commissioner, or (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner. For purposes of this subdivision, an agency of the city shall be deemed to include, but not be limited to, an agency the head or members of which are appointed by one or more city officers, and the offices of elected city officers.

2. No officer or employee of a covered contractor or covered subcontractor shall take an adverse personnel action with respect to another officer or employee of such contractor or subcontractor in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee of such contractor or subcontractor, which concerns a contract with a contracting agency, (i) to the commissioner, (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner, or (iii) to the city chief procurement officer, agency chief contracting officer, or agency head or commissioner of the contracting agency, who shall refer such report to the commissioner.

3. Every contract or subcontract in excess of one hundred thousand dollars shall contain a provision detailing the provisions of paragraph two of this subdivision and of paragraph two of subdivision e of this section.

[2.] 4. Upon request, the commissioner, council member, public advocate or comptroller receiving the report of alleged adverse personnel action shall make reasonable efforts to protect the anonymity and confidentiality of the officer or employee making such report.

[3.] 5. No officer or employee of an agency of the city shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows or reasonably believes to present a substantial and specific risk of harm to the health, safety or educational

welfare of a child by another city officer or employee, which concerns his or her office or employment, or by persons dealing with the city, which concerns their dealings with the city, (i) to the commissioner, (ii) to a council member, the public advocate, the comptroller or the mayor, or (iii) to any superior officer.

c. An officer or employee (i) of an agency of the city, or (ii) of a public agency or public entity subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter who believes that another officer or employee has taken an adverse personnel action in violation of subdivision b of this section may report such action to the commissioner.

d. 1. Upon receipt of a report made pursuant to subdivision c of this section, the commissioner shall conduct an inquiry to determine whether retaliatory adverse personnel action has been taken.

2. Within fifteen days after receipt of an allegation pursuant to subdivision c of this section of a prohibited adverse personnel action, the commissioner shall provide written notice to the officer or employee making the allegation that the allegation has been received by the commissioner. Such notice shall include the name of the person in the department of investigation who shall serve as a contact with the officer or employee making the allegation.

3. Upon the completion of an investigation initiated under subdivision c of this section, the commissioner shall provide a written statement of the final determination to the officer or employee who complained of the retaliatory adverse personnel action. The statement shall include the commissioner's recommendations, if any, for remedial action, or shall state the commissioner has determined to dismiss the complaint and terminate the investigation.

e. 1. Upon a determination that a retaliatory adverse personnel action has been taken with respect to an officer or employee of an agency of the city in violation of paragraph one or five of subdivision b of this section, the commissioner shall without undue delay report his or her findings and, if appropriate, recommendations to the head of the appropriate agency or entity, who (i) shall determine whether to take remedial action and (ii) shall report such determination to the commissioner in writing. Upon a determination that the agency or entity head has failed to take appropriate remedial action, the commissioner shall consult with the agency or entity head and afford the agency or entity head reasonable opportunity to take such action. If such action is not taken, the commissioner shall report his or her findings and the

response of the agency or entity head (i) if the complainant was employed by an agency the head or members of which are appointed by the mayor, to the mayor, (ii) if the complainant was employed by a non-mayoral agency of the city, to the city officer or officers who appointed the agency head, or (iii) if the complainant was employed by a public agency or other public entity not covered by the preceding categories but subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter, to the officer or officers who appointed the head of the public agency or public entity, who shall take such action as is deemed appropriate.

2. Any officer or employee of a covered contractor or covered subcontractor who believes that he or she has been the subject of an adverse personnel action in violation of paragraph two of subdivision b shall be entitled to bring a cause of action against such covered contractor or covered subcontractor to recover all relief necessary to make him or her whole. Such relief may include but shall not be limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorneys' fees. An officer or employee described in this paragraph may bring an action in any court of competent jurisdiction for such relief. An officer or employee who brings a cause of action pursuant to this paragraph shall notify the agency chief contracting officer or agency head or commissioner of the contracting agency of such action; provided, however, that failure to provide such notice shall not be a jurisdictional defect, and shall not be a defense to an action brought pursuant to this paragraph. This paragraph shall not be deemed to create a right of action against the city, any public agency or other public entity, or local development corporations or not-for-profit corporations the governing boards of which include city officials acting in their official capacity or appointees of city officials, nor shall any such public agency, entity or corporation be made a party to an action brought pursuant to this subdivision.

f. Nothing in this section shall be construed to limit the rights of any officer or employee with regard to any administrative procedure or judicial review, nor shall anything in this section be construed to diminish or impair the rights of a public employee or employer under any law, rule, regulation or collective bargaining agreement or to prohibit any

personnel action which otherwise would have been taken regardless of any report of information made pursuant to this section.

g. Violation of this section may constitute cause for administrative penalties.

h. The commissioner shall conduct ongoing public education efforts as necessary to inform employees and officers of covered agencies and contractors of their rights and responsibilities under this section.

i. Not later than October thirty-first of each year, the commissioner shall prepare and forward to the mayor and the council a report on the complaints governed by this section during the preceding fiscal year. The report shall include, but not be limited to, the number of complaints received pursuant to this section, and the disposition of such complaints.

§ 3. This local law shall take effect ninety days after its enactment into law; provided, however, that the provisions of this local law shall apply only to contracts or subcontracts solicited or renewed on or after such effective date.

**New York City Administrative Code section 7-805
Remedies of employees.**

a. (1) Any officer or employee of the city of New York who believes that he or she has been the subject of an adverse personnel action, as such term is defined in paragraph one of subdivision a of section 12-113 of the administrative code of the city of New York; or

(2) any officer or employee of the city or state of New York, who believes that he or she has been the subject of a retaliatory action, as defined by section seventy-five-b of the civil service law; or

(3) any non-public employee who believes that he or she has been the subject of a retaliatory action by his or her employer, as defined by section seven hundred forty of the labor law because of lawful acts of such employee in furtherance of a civil enforcement action brought under this section, including the investigation, initiation, testimony, or assistance in connection with, a civil enforcement action commenced or to be commenced under this section, shall be entitled to all relief necessary to make the employee whole. Such relief shall include but not be limited to: (i) an injunction to restrain continued discrimination, (ii) reinstatement to the position such employee would have had but for the discrimination or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

b. An employee described in subdivision a of this section may bring an action in any court of competent jurisdiction for the relief provided in this section.



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.
- 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.

ATTACHMENT F

SUB-CONTRACTING COMPLIANCE NOTICE PIN #: 13AE000500R0X00

NOTICE TO BIDDERS

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip. In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Thereafter, 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, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the 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. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

ATTACHMENT G

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.

**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: