

Request for Proposal #23-0009

HEALTH RESEARCH, INC.

New York State Department of Health
Office of the Medical Director
Digital Health Initiative

YGetIt? Tested Animation

KEY DATES

Request for Proposal Release Date:	February 8, 2024
Questions Due:	February 16, 2024, at 4:00 PM ET
Request for Proposal Updates Posted:	February 27, 2024
Proposals Due:	March 12, 2024, at 4:00 PM ET

Contact Name & Address:

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Director, Digital Health Initiative
New York State Department of Health AIDS Institute
90 Church Street
New York, NY 10007
AIGPU@health.ny.gov

How to File a Proposal:

Applicants must submit one PDF version of the entire application (including Application Cover Sheet, narrative and all attachments) to the following Bureau Mail Log: AIGPU@health.ny.gov by the date listed in the Key Dates section above. The subject of the email line should reference YGetIt? Tested Animation.

Applications will only be accepted electronically to the Bureau Mail Log as stated above. Applications will not be accepted via fax, hard copy, courier, or hand delivery. Late applications will not be accepted.

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I. Introduction

The New York State Department of Health AIDS Institute, Office of the Medical Director and Health Research Inc. announce the availability of \$240,000 in federal funding to support the animation of the YGetIt? Project (YGI), comic, *Tested*.

The New York State Department of Health AIDS Institute's Digital Health Initiative is a diverse multicultural interdisciplinary team that develops, researches, and implements digital health technology and tools to support AI's healthcare goals. The Digital Health Initiative developed a digital comic that showcase diverse and dynamic characters with compelling storylines that simultaneously educate and engage readers about important public health topics. The comic is designed to convey public health messages in a nonconventional format that draws readers to learn more and make inform decisions about their overall health. It is a vehicle for communicating accurate, age-appropriate information about HIV and sexually transmitted infections, substance use, hepatitis, LGBTQIA+ and other public health concerns.

A. Objectives

1. Educate

Educate consumers and healthcare providers by providing the most up-to-date digital health information and tools that informs healthcare management and supports best practices.

2. Communicate

Communicate public health messaging and bolster outreach and relationship building via digital approaches.

3. Connect

Connect with consumers and healthcare providers through digital transformative approaches that improve patient and healthcare provider experiences.

This Request for Proposal will fund one (1) animator/animation company to produce the comic, *Tested*.

B. Background

As part of New York State's Ending the Epidemic Initiative 2020, the NYSDOH AI coordinated with various stakeholders to develop the YGetIt? Project (YGI). YGI utilizes a HIV focused health management mobile application (GET!) paired with Peer Engagement Educator Professionals (PEEPs) and a comic/graphic serial (*Tested*) which is disseminated through a mobile application and various digital platforms. The YGetIt? Project's *Tested* comic is an engaging tool for the dissemination of health information. *Tested* addresses priority health issues through the lens of social determinants of health, that impact specific communities of need. The DHI is successfully utilizing digital platforms frequented by young adults and relevant populations; and leveraging our partnerships with [Webtoons.com](https://www.webtoons.com) and Tapas.io to share imagery and storylines that incorporate social climate, are reflective of individual and community experiences, and illustrate the intersectionality of public health. Viewer feedback indicates, inclusion of contemporary overlapping topics such as criminal justice, housing instability, and recreational drug use bolster viewer receptiveness to and engagement with public health messaging.

There are numerous public health issues affecting our populations, such as the COVID-19 pandemic that put the health of the world's population at risk. Immediate and effective media communication that educates and engages the public is essential to affect behavioral change. Research has demonstrated the utility of using narratives to communicate about health (see, e.g., Green, Citation2006; Hinyard & Kreuter, Citation2007) and that using visual messaging elements (i.e., photos, illustrations, graphical displays) can be beneficial in communicating complex information (see, e.g., Houts, Doak, Doak, & Loscalzo, Citation2006). Like the comic series, animated videos may be used as a vehicle to present public health topics and science in a dynamic and engaging format. Both art and technology are essential to bring the animation and storyline to life.

Animating the YGetIt? Project's *Tested* comic may help to further disseminate public health information in additional digital spaces frequently accessed by priority populations. The digital comic serves as a powerful educational tool, meticulously designed to bridge critical knowledge gaps, specifically among diverse and underrepresented groups. This dynamic comic format has emerged as a transformative means of promoting health equity and fostering awareness on topics that are often challenging to discuss. By developing animated and digital formats, the comic effectively resonates with the population who increasingly seek their information from digital spaces, ensuring that these critical health messages reach those who might otherwise remain unreached. What distinguishes this digital comic is its ability to extend the reach of health education to individuals who might not engage with traditional modes of information dissemination. The visual and narrative aspects of the comic make it an appealing and non-intrusive source of knowledge. Converting the comic into an animated format offers the advantage of providing multiple avenues for sharing the content, garnering more attention and engagement. This particular approach may expand the reach of health education and offers an interactive and immersive experience that enhances the effectiveness of the messaging, and as a result may bolster the impact on diverse and underrepresented communities.

We seek to animate and bring to life the previously published and future seasons of *Tested* and relevant content. The www.ygetit.org website offers eight (8) seasons of the comic series, each season of [Tested](#) has 12 episodes and incorporates an active reader engagement component.

II. Minimum Eligibility Requirements

Animators and Animation Company

All applicants must meet the following minimum eligibility requirements.

- The applicant must have a background and two years of experience in animation, graphic design, or fine arts.
- Applicants must possess a professional portfolio showcasing cartoon or comic film. Applicants must have strong skills in life drawing & artistic designs, computer animation, visual design, sound effects, and exhibit abilities to integrate both the techniques to create dramatic, and dynamic appealing animations for the target audiences and must provide **two (2) examples, samples or portfolios as Attachment 1** demonstrating the described skills. Examples can be included as an attachment or a link.
- Animators must possess the ability to create memorable, realistic, and sophisticated characters and environments that will touch various populations and must provide **three (3) samples as Attachment 2** demonstrating designs that depict characters from various ethnicities, races and genders, age and background.

- Applicants must be knowledgeable and skilled at using software such as Adobe After Effects, Character Animator, Cartoon Animator4, etc. which are essential to produce illusions and simulated events that are appealing and attractive to audiences. Applicant must highlight examples of work using the described software.
- Applicants must have at least three (3) years of experience with producing animated materials.
- Applicants must submit two (2) video samples of the cartoon or comic film using a video streaming platform such private YouTube, Vimeo, WeTransfer, etc. **Samples must be included as links and included as Attachment 3.**
- All applicants must be located and must conduct business in the U.S.

III. Project Narrative/ Work Plan Outcomes

The animator will serve as the digital artist who creates an animated series based on the comic, *Tested*. The animated series will be used as a public health tool that communicates and responds to a wide range of public health challenges.

Tested features compelling stories and imagery inspired by the personal stories of a diverse range of individuals seeking to address social determinant issues that ‘test’ their life and significantly affect their health. The YGI intervention focuses on communities disproportionately burdened by major public health problems (e.g., COVID-19, MPox, LGBTQIA+ health, STIs, HIV, substance use disorders, etc.) in NYS. The *Tested* animation will continue to prioritize youth, young adults, LGBTQIA+, Black and Brown communities, and those that hold other marginalized identities.

The funded applicant will be responsible for creating the animation of four (4) seasons of *Tested*, that feature bold images, short narratives, and draws from cultural influences that appeal to target populations. The applicant will deliver several animated films that incorporate artistry, colors, content, movement, timing, and music that will capture the viewers' attention and appeal to their emotions. The animator will work with the DHI team, stakeholders, and writers to produce draft and final animations that reflect the essence of each *Tested* season. This project seeks to identify an animator who will prioritize and demonstrate a commitment to health equity, a fundamental principle supporting the *Tested* comic. Health equity is a one of the main foundations of this digital comic, as it addresses disparities and promotes fairness in healthcare. Key expectations for applicants in demonstrating their dedication to health equity include applicants' ability to demonstrate cultural sensitivity and an understanding of diverse communities with healthcare needs; include and engage underserved population in the development of the comic ensuring their voices are heard and their health concerns are portrayed in the animation project.

The applicant should describe how they plan to ensure the digital comic is accessible to individuals with disabilities, including those who may have visual, auditory, or motor impairments.

The funded applicant will be responsible for:

YGetIt? (YGI) Tested Animation Project Initiation

- Team Brainstorming Session: a meeting to initiate project discussion, align on creative concepts, and brainstorm ideas.

- Script Review and Discussion: in-depth examination and refinement of the project's script to ensure it aligns with the intended YGetIt? vision and objectives.
- Collaboration with YGetIt? (YGI)/Digital Health initiative (DHI) to gather pertinent information, materials related to the Tested comic.

YGI tested Design and Storyboard

- Style Frame Development (3x): creation of three distinct style frames showcasing the intended visual aesthetics of the YGI animation, allowing for a visual representation of the final product.
- Design Feedback Rounds (3x): Three rounds of iterative design review, where feedback gathered from YGI team and implemented to ensure the design aligns with YGI's vision.
- Storyboard Development: the creation of a visual narrative that aligns with the YGI script, outlining the sequence and their visual representation in coordination with voiceover.
- Voice-Over Integration and Feedback Rounds (3x): integrating voice over narration into the storyboard and conducting three rounds of feedback for adjustment and improvements.
- Work-in-Progress Touch Points: establishing stages for ongoing review and discussion to maintain alignment with project goals.

Animatic Production Render and Dissemination

- First Draft Animatic (low resolution mp4 with VO): the initial rendering of the animation in a rough, low-resolution format, including voice-over, for review and feedback by the YGI team.
- Frame-by-Frame Animation: the meticulous creation of YGI animation frames to bring the story to life, ensuring each frame contributes to Tested comic's flow and impact.
- Feedback Round and Adjustments (3x): three distinct rounds of collecting feedback from the core team and implementing necessary adjustments to refine the animation.
- Low-Resolution mp4 for Final Sign-Off: proving a lower-resolution version of the final animation for approval and feedback before proceeding to the final render.
- Final Render (Pro Res) and Delivery: producing the high-quality, professional resolution (ProRes) version of the YGI animation and delivering it to the core team for final use.
- Platform Selection and Optimization: identifying appropriate streaming platforms and recommend engagement strategies.

IV. Administrative Requirements

A. Issuing Agency

This RFP is issued by the New York State Department of Health Office of the Medical Director /Digital Health Initiative and Health Research, Inc. (HRI). HRI/NYSDOH are responsible for the requirements specified herein and for the evaluation of all proposals.

B. Question and Answer Phase

All substantive questions must be submitted in writing to:

AIGPU@health.ny.gov

To the degree possible, each inquiry should cite the RFP section and paragraph to which it refers. **Written questions will be accepted until the date posted on the cover of this RFP.**

Questions of a technical nature can be addressed in writing to: AIGPU@health.ny.gov. **Questions are of a technical nature if they are limited to how to prepare your proposal (e.g., formatting) rather than relating to the substance of the proposal.**

Prospective bidders should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of a proposal.

This RFP has been posted on HRI's public website at: <http://www.healthresearch.org/funding-opportunities>. Questions and answers, as well as any updates and/or modifications, will also be posted on HRI's website. All such updates will be posted by the date identified on the cover sheet of this RFP.

C. Bidders Conference

A Bidders Conference will not be held for this project.

D. How to File a Proposal

Proposals must be **received** at the following address by the date and time listed on the cover page of the RFP under Key Dates. Late proposals will not be accepted.

AIGPU@health.ny.gov

***It is the bidder's responsibility to see that proposals are submitted prior to the date and time specified above. Late proposals will not be allowed.**

E. The Department of Health and HRI reserve the right to:

1. Reject any or all proposals received in response to this RFP.
2. Withdraw the RFP at any time, at HRI's sole discretion.
3. Make an award under the RFP in whole or in part.
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
5. Seek clarifications and revisions of proposals.

6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
7. Prior to application opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to proposal opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFP.
12. Conduct contract negotiations with the next responsible bidder, should HRI be unsuccessful in negotiating with the selected bidder.
13. Utilize any and all ideas submitted with the proposals received.
14. Unless otherwise specified in the RFP, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in proposals received after prior notification to the bidder.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the RFP.
17. Negotiate with successful bidders within the scope of the RFP in the best interests of HRI.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all bidders.
19. Award contracts based on geographic or regional considerations to serve the best interests of HRI.

F. Term of Contract

Any contract resulting from this Request for Proposals will be effective only upon approval by Health Research, Inc.

It is expected that contracts resulting from this Request for Proposals will have the following initial time period: June 1, 2024 – May 31, 2025. Contract Renewals are dependent upon satisfactory performance and continued funding.

G. Payment & Reporting Requirements

1. The contractor shall submit monthly invoices and required reports of expenditures to:

Dawn Marble-Biernacki
OMDFMU@health.ny.gov

2. The contractor shall submit the following periodic reports:

Applicants must provide all original pieces of work associated with the animation at the end of each animated product.

All payment and reporting requirements will be detailed in Exhibit A of the final contract.

H. General Specifications

1. By signing the "Proposal Form" each bidder attests to its express authority to sign on behalf of the bidder.
2. Contractor will possess, at no cost to HRI or the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of a proposal indicates the bidder's acceptance of all conditions and terms contained in this RFP, including the terms and conditions of the contract. Any exceptions allowed by HRI during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the proposal.
4. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Bidder shall be at all times subject to the direction and control of HRI as to all matters arising in connection with or relating to the contract resulting from this RFP.
 - b. In the event that the Bidder, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFP, HRI shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Bidder.
6. Bidder must maintain an active registration in the System for Award Management (SAM) at SAM.gov, have no exclusions or delinquent federal debt.

I. HRI Boilerplate Agreement

The HRI Boilerplate Agreement will be incorporated as Attachment A into any contract(s) resulting from this Request for Proposal. Attachment A can be found after Section VI. Attachments in this RFP.

V. Completing the Proposal

The individual/organization selected from this RFP will collaborate with the Digital Health Initiative team to bring the comic, Tested, to life through visually appealing and engaging animations that effectively communicate public health information. The goal is to educate and empower individuals to make informed decisions about their health by addressing their concerns and the social determinants that impact their choices. This project aims to provide a valuable educational tool that promotes health awareness and helps individuals navigate their health decisions.

A. Proposal Content

1) Program Abstract

**Not Scored
(Maximum 1 page)**

Applicants should provide a program abstract with the following information:

1a) Describe your background and provide the number of years of experience in animation, graphic design, or fine art. Provide the number of years of experience producing animated materials.

1b) Provide your location and ability to conduct business in the United States.

1c) Experience with software such as Adobe After Effects, Character Animator, Cartoon Animator4, etc. are essential to producing illusions and simulated events that are appealing and attractive to audiences. Describe your experience and provide examples of work using this software.

1d) Summarize all the activities undertaken to meet the stated goals of this initiative.

1e) Describe how the objectives of this project will be addressed.

1f) Explain by which the collaboration will be conducted with the Digital Health Initiative team.

2) Bidder Organization

**30 Points
(Maximum 1 page)**

2a) Describe why your organization is qualified to implement the proposed activity. Include both animation and visual storytelling components.

2b) Describe your understanding of the public health issues.

2c) Describe your experience developing animations, preferably to communicate health messages.

2d) Explain your design process and how you selected the elements to be designed.

2e) Please provide an example of your businesses' experience with collaborating with other entities (i.e., government, profit and non-profit business).

3) Program Activities

**50 Points
(Maximum 3 pages)**

3a) Describe the staff required to complete the animation described in this proposal.

3b) Explain the role of each staff and their responsibilities.

3c) Provide details about the process for creating the animation and producing the final product.

3d) Provide timeline for program activities.

4) Budget

**Use Budget forms
20 Points**

Bidders should submit a 12-month budget, assuming a June 1, 2024 start date as **Attachment 4**. Prepare the budget using the estimate of hours included in the attached form titled, **12 Month Budget Proposal. YGetIt? Tested Animation – Attachment 4**.

For each category of activities, the bidder will determine an hourly rate; multiply that rate by the number of hours projected for each category to determine a cost for the category. The bidder will then add all of the category costs to arrive at a total contract bid.

All costs must be related to the provision of the YGetIt? Tested Animation RFP.

Applicants are instructed to prepare a budget based on the maximum award as listed for this proposal.

B. Proposal Format

All proposals must confirm to the format prescribed below. Points will be deducted from proposals which deviate from the prescribed format.

Proposals **MUST NOT** exceed five (**5**) **double-spaced** typed pages (not including the cover page, budget and attachments), using a normal font. The value assigned to each section is an indication of the relative weight that will be given when scoring your proposal.

- | | | |
|------------------------|-------------------|-----------------------------|
| 1. Program Abstract | (Maximum 1 page) | (Maximum Score: Not Scored) |
| 2. Bidder Organization | (Maximum 1 page) | (Maximum Score: 30 points) |
| 3. Program Activities | (Maximum 3 pages) | (Maximum Score: 50 points) |

4. Budget

(Budget Form)

(Maximum Score: 20 points)

C. Review Process

Proposals meeting the guidelines set forth above will be reviewed and evaluated competitively by HRI/the NYSDOH AIDS Institute using a standard evaluation/scoring tool for all candidates. Reviewers will consider the following factors:

Visual Style 40%

Does the animation have a visual style that artistically distinguishes it from other films?
Is the film innovative? Does it have a unique or special "look"?

Production 25%

Does the musical score enhance the motion picture experience?
Are the voice actors properly cast?

Uniqueness 25%

Is there a technical development or visual innovation that is new to animated features?

Communication 10%

Is the animated story faithful to its source material?

In the event of a tie score, the bidder with the highest score on Bidder Organization will receive the award.

Proposals failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

VI. Attachments

Attachment 1 - Two (2) Examples, Samples or Portfolios of Work

Attachment 2 - Three (3) Character Samples

Attachment 3 - Two (2) Samples of Cartoon or Comic Video Links

Attachment 4 - 12 Month Budget Proposal. YGetIt? Tested Animation

Attachment 5 - Proposal Cover Sheet

HRI Boilerplate Agreement Attachment A

THIS AGREEMENT, made as of «Start_Date» (the "Effective Date"), by and between **HEALTH RESEARCH, INC.**, a not for profit corporation organized and existing under the laws of the State of New York, with principal offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY 12204, hereinafter referred to as **HRI**, and «CONSULTANT_NAME», located at «Address_One», «Address_Two»«City», «STATE», «Zip», herein after referred to as the **CONSULTANT**.

WITNESSETH

WHEREAS, HRI has been awarded a grant from «Sponsor_Name» for the conduct of a project entitled "«Project_Title»"; and,

WHEREAS, funding for the project, in whole or in part, is provided under a federal government grant or contract; and,

WHEREAS, HRI desires the Consultant's performance of certain services for HRI in connection with such project; and,

WHEREAS, Consultant has represented to HRI that "he/she/it" is competent, willing and able to perform such services for HRI.

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, it is mutually agreed by and between the respective parties as follows:

1. Consultant agrees to perform, as an independent contractor and not as an employee or agent of HRI, all the services set forth in Exhibit "A", appended hereto and made a part hereof, to the satisfaction of HRI's Principal Investigator, «PI_Name».
2. The Agreement shall be effective and allowable costs may be incurred by the Consultant from the Effective Date and shall continue until «End_Date» (the "Term") unless terminated sooner as hereinafter provided or extended by written agreement of the parties.
3. In full and complete consideration of Consultant's performance hereunder, HRI agrees to compensate Consultant pursuant to the breakdown in Exhibit "A" attached. Final invoices are due within 60 days of the termination date of this Agreement. Requests received after this 60-day period may not be honored. Any reimbursement payable hereunder by HRI to the Consultant shall be subject to retroactive reductions and/or repayment for amounts included therein which are identified by HRI, on the basis of any review or audit, to not constitute an allowable cost or charge hereunder.
4. The Scope of Work and Budget in Exhibit "A" may be modified as conditions warrant by mutual agreement between HRI and Consultant, and confirmed in writing. In no event shall the total consideration under this Agreement exceed Total Contract Amount Typed Out Dollars (\$«Total_Contract_Amt_In_Numbers»).
5. Consultant acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials, (collectively "Works") made, produced or delivered by Consultant in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire". Consultant will assign, and hereby assigns and transfers, to HRI all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. Consultant further agrees that "he/she/it" shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by Consultant in the performance of its obligation hereunder. Consultant warrants that all Works shall be original except for such portion from copyrighted works as may be included with Consultant's advance permission of the copyright owner(s) thereof, that it shall contain

no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark or patent, statutory or other proprietary rights of others. Consultant further agrees that "he/she/it" will not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to this Agreement without the prior written consent of HRI.

6. Neither party shall use the name of the other or any adaptation, abbreviation or derivative of any of them, whether oral or written, without the prior written permission of the other party. For the purposes of this paragraph "party" on the part of HRI shall include the State of New York and the NYS Department of Health.
7. It is understood and agreed that the services to be rendered by Consultant are unique and that Consultant shall not assign, transfer, subcontract or otherwise dispose of its rights or duties hereunder, in whole or in part, to any other person, firm or corporation, without the advance written consent of HRI.
8. The nature of the relationship which the Consultant shall have to HRI pursuant to this Agreement shall be that of an independent contractor. Under no circumstance shall the Consultant be considered an employee or agent of HRI. This Agreement shall not be construed to contain any authority, either expressed or implied, enabling the Consultant to incur any expense or perform any act on behalf of HRI.
9. Consultant is solely responsible for complying with all applicable laws, including but not limited to those specified in Appendix "A", and obtaining, at Consultant's sole expense, any and all licenses, permits, or authorizations necessary to perform services hereunder.
10. This Agreement shall be void and no force and effect unless Consultant shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the provisions of Workers' Compensation Law.
11. Unless otherwise agreed by HRI, Consultant shall maintain, or cause to be maintained, during the Term of this Agreement, insurance or self-insurance equivalents of the following types and amounts: a) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate; b) HRI and the People of the State of New York shall be included as Additional Insureds on the Consultant's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Consultant. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds; c) other such insurance as may be specified by HRI, depending on the project and services provided by Consultant.
12. Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter. HRI shall have reasonable access to such Records as necessary for the purposes of inspection, audit, and copying. Records shall be maintained as Confidential Information and protected from public disclosure.
13. This Agreement, including all applicable attachments and appendices thereto, represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except in writing, duly executed by both parties hereto.
14. HRI may terminate this Agreement with or without cause at any time by giving advance notice, when, in its sole discretion, HRI determines that it is in the best interests of HRI to do so, or as directed by the project sponsor. Such termination shall not affect any commitments which, in the judgment of

HRI, have become legally binding prior to the effective date of termination. Upon termination of the Agreement by either party for any reason, Consultant shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination. It is understood and agreed, however, that in the event that Consultant is in default upon any of its obligations, hereunder, at the time of such termination, such right of termination on the part of HRI shall expressly be in addition to any other rights or remedies which HRI may have against Consultant by reason of such default.

15. Consultant acknowledges and agrees that, during the course of performing services for HRI, it may receive information of a confidential nature, whether marked or unmarked ("Confidential Information"). Consultant agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Consultant will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Consultant will not disclose Confidential Information to any third party without HRI's advance written consent.
16. Consultant represents and warrants that: a) it has the full right and authority to enter into and perform under this Agreement; b) it will perform the services set forth in Exhibit "A" in a workmanlike manner consistent with applicable industry practices; c) the services, work products, and deliverables provided by Consultant will conform to the specifications in Exhibit "A"; d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.
17. Consultant shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Consultant's duties under this Agreement. In the event any actual or potential conflict arises, Consultant agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Consultant's performance under this Agreement.
18. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Consultant, or anyone directly or indirectly employed or contracted by Consultant, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Consultant; (v) result in intellectual property infringement or misappropriation by Consultant, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Consultant to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Consultant.
19. Should any provision of this Agreement be proven to be invalid or legally ineffective, the overall validity of this Agreement shall not be affected. Unless the parties agree on an amended provision, the invalid provision shall be deemed to be replaced by a valid provision accomplishing as far as possible the purpose and intent of the parties at the date of the Agreement.
20. The failure of HRI to assert a right hereunder or to insist on compliance with any term or condition of this Agreement shall not constitute a waiver of that right of HRI, or other rights of HRI under the Agreement, or excuse a subsequent failure to perform any such term or condition by Consultant.

21. This Agreement shall be governed and construed in accordance with the laws of the State of New York. The jurisdictional venue for any legal proceedings involving this Agreement shall be in the State of New York. Disputes involving this Agreement may not be submitted to binding arbitration.
22. In addition to the methods of process allowed by the State Civil Practice Law & Rules (CPLR), in any litigation arising under or with respect to this Agreement, Consultant hereby consents to the service of process upon it by registered or certified mail, return receipt requested, and will promptly notify HRI in writing in the event there is any change of address to which service of process can be made.
23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

Consultant agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof, including the provisions required for federally funded projects, if applicable.

HEALTH RESEARCH, INC. APPENDIX A to AGREEMENT WITH ENTITY

The parties to the attached Agreement further agree to be bound by the following terms, which are hereby made a part of said Agreement:

1. During the performance of the Agreement, the Consultant agrees as follows:
 - (a) Equal Opportunity and Non-Discrimination - Consultant acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination or civil rights provisions, including but not limited to the American Disabilities Act, that Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by state and federal law. Furthermore, Consultant agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Consultant is subject to Section 220-e or Section 239 of the New York State Labor Law for work performed under this Agreement. Pursuant thereto, Consultant is subject to fines of \$50.00 per person per day for any violation of this provision, which may be deducted from any amounts payable under this Agreement, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.
 - (b) This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with

disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

- (c) System for Award Management (SAM) - Consultant is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25 of Code of Federal Regulations. **Consultant** must maintain the accuracy/currency of the information in SAM at all times during which your entity has an active agreement with HRI. Additionally, your entity is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information.

2. Assurances Required by DHHS--HHS (Where Applicable)

(a) Human Subjects, Derived Materials or Data

The Consultant and HRI both agree to abide by DHHS regulations concerning Human Subjects. The DHHS regulation, 45 CFR 46, provides a systematic means, based on established ethical principles, protecting the rights and welfare of individuals who may be exposed to the possibility of physical, psychological or social injury while they are participating as subjects in research, development or related activities. The regulation extends to the human fetus (either in utero or ex utero), the dead, organs, tissues, and body fluids, and graphic, written or recorded information derived from human sources.

The DHHS regulation requires institutional assurances, including the implementation of procedures for review, and the assignment of responsibilities for adequately protecting the rights and welfare of human subjects. Safeguarding these rights and welfare is, by DHHS policy, primarily the responsibility of the grantee. The Consultant is responsible for ensuring that the activity described or covered by this Agreement, and additional information relating to human subjects, derived materials or data are annually reviewed and approved by the Institutional Review Board of the Consultant. The Consultant and HRI agree to complete a HHS 596 form on an annual basis.

(b) Laboratory Animals

The Consultant agrees to abide by HHS policy requiring that laboratory animals not suffer unnecessary discomfort, pain or injury. The Consultant must assure HHS, in writing that it is committed to following the standards established by the Animal Welfare Acts and by the documents entitled "Principles for Use of Animals "and" Guide for the Care and Use of Laboratory Animals."

(c) Recombinant DNA

The Consultant agrees to abide by the current HHS Guidelines for Research involving Recombinant DNA Molecules. All research involving recombinant DNA techniques that is supported by the Public Health Service must meet the requirements of these Guidelines, which were developed in response to the concerns of the scientific and lay communities about the possible effects of recombinant DNA research. Their purpose is to specify practices for the construction and handling of recombinant DNA molecules and organisms or viruses containing recombinant DNA. As defined by the Guidelines, "recombinant DNA" corresponds to: (1) molecules that are constructed outside living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in a living cell; or (2) DNA molecules that result from the replication of a molecule described in (1).

Several types of studies involving recombinant DNA are exempt from the Guidelines while others are prohibited by the Guidelines. For the remainder, the Consultant must establish and implement policies that provide for the safe conduct of the research in full conformity with the Guidelines.

This responsibility includes establishing an institutional biosafety committee to review all recombinant DNA research to be conducted at or sponsored by the Consultant and to approve those projects that are in conformity with the Guidelines. For each approved project, a valid Memorandum of Understanding and Agreement (MUA) shall be prepared for submission when solicited by an appropriate HHS staff member. The MUA is considered approved after review and acceptance by ORDA and by the Consultant.

(d) Promoting Objectivity in Research

Neither Consultant nor anyone working on its behalf shall have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity that may create a conflict, or the appearance of a conflict, with the proper discharge of Consultant's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Consultant agrees (i) to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict, and, (ii) if required, eliminate the conflict or put in place an acceptable conflict management plan. Consultant agrees to comply with the DHHS/HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Part 50 Subpart F, as may be amended from time to time. Failure to disclose conflicts or provide information related thereto to HRI may be cause for termination of the Agreement

(e) Additional Assurances

Should any additional DHHS-HHS regulations be promulgated that are applicable to this Agreement, the Consultant and HRI will review and agree to include them as part of this Agreement.

(f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

The following provisions 3-6 are applicable to federally funded projects:

3. Clean Air Act and the Federal Water Pollution Control Act Compliance - If this Agreement is in excess of \$150,000, Consultant agrees to comply and to require that all subcontractors comply, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
4. Notice as Required Under Public Law 103-333 - The Consultant is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
5. Required Federal Certifications -Acceptance of this Agreement by Consultant constitutes certification by the Consultant of all of the following:
 - (a) The Consultant is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) The Consultant is not delinquent on any Federal debt.

- (c) The Consultant will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) requiring for Agreements of \$100,000 or more, that Consultant (i).will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352, and (ii) will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (d) The Consultant shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- (e) The Consultant has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- (f) The Consultant maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- (g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Consultant is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

1. Whistleblower Policy - Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and sub-grantees on federal grants and contracts. This program requires all grantees, sub-grantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or sub-grantee.
The statute (41 U.S.C. 4712) states that an “employee of a contractor, subcontractor, grantee [or sub-grantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or sub-grantee who has the responsibility to investigate, discover or address misconduct.

The Consultant shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and

contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Consultant agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.