

**Request for Proposal #23-0010**

**HEALTH RESEARCH, INC.**

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

**YGetIt? GET! Mobile Application**

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***KEY DATES***

<b>Request for Proposal Release Date:</b>	<b>March 6, 2024</b>
<b>Questions Due:</b>	<b>March 20, 2024, at 4:00 PM ET</b>
<b>Request for Proposal Updates Posted:</b>	<b>April 3, 2024</b>
<b>Proposals Due:</b>	<b>April 23, 2024, at 4:00 PM ET</b>

**Contact Name & Address:**

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New York State Department of Health AIDS Institute  
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[AIGPU@health.ny.gov](mailto:AIGPU@health.ny.gov)

**How to File a Proposal:**

Applicants must submit one PDF version of the entire application (including Proposal Cover Page, Proposal Narrative and all Attachments) to the following Bureau Mail Log: [AIGPU@health.ny.gov](mailto:AIGPU@health.ny.gov) by the date listed in the Key Dates section above. The subject of the email line should reference YGetIt? GET! Mobile Application.

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 \$150,000 in federal funding to support the enhancement of an educational and health management app YGetIt?'s (YGI) GET! mobile application.

The New York State Department of Health AIDS Institute's Digital Health Initiative is a diverse multicultural interdisciplinary team that develops, researches and implements technology-based interventions to support the AIDS Institute's healthcare goals. The Digital Health Initiative developed the innovative YGetIt? (YGI) digital platform to provide the public with access to accurate, age-appropriate information about HIV and serve as a digital prevention strategy for sexually transmitted infections, substance use, hepatitis, LGBTQIA+ and other public health concerns. YGetIt? was initially funded by the U.S. Department of Health and Human Resources Health Resources and Services Administration (HRSA) Special Projects of National Significance (SPNS) initiative, which explored the impact of innovative digital interventions among HIV positive youth and young adults to address disparities in HIV incidence and engagement among this population. As a culturally diverse team that is reflective of the communities they serve and collaborates with interdisciplinary teams, DHI recognized the shift in digital media use among youth and young adults and was well positioned to design and implement this intervention. The evolution of the project has been marked by a dynamic and responsive approach to the changing landscape of healthcare and the intersecting needs of the diverse user base.

### 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 is seeking one digital health technology company with expertise in mobile application development to modify the YGI, GET! mobile application.**

### B. Background

As part of New York State's Ending the Epidemic Initiative 2020, the New York State Department of Health AIDS Institute coordinated with various stakeholders to develop the YGetIt? Project (YGI). YGetIt? 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 (app) and various digital platforms. YGI's core elements (GET! app and Tested comic) facilitated timely entry of youth and young adults aged 18-34 with HIV into HIV care. GET! provides a high level of confidentiality and security, ease of access, and discretion. It consists of an inconspicuous logo

design, platform familiarity, opt in and out selection, Wi-Fi accessibility, and is device agnostic. A major component of GET! app is HIPAA compliant messaging between clients and PEEPs. GET! users receive standardized messages from a PEEP via PEEP Messenger. PEEPs learn the appropriate intervention information and are trained to deliver it in a culturally sensitive and relatable way. Core in-app elements include medication and appointment tracking, easy access to healthcare team and lab reports, linkage to health educational resources, our comic, Tested, and quality assurance measures (surveys, in-person feedback, bug reporting).

The GET! app framework has gone through rigorous audit checks and is compliant with HIPAA standards. Data entered into the online questionnaire will be transferred through Hypertext Transfer Protocol Secure (HTTPS) protocol, which is a combination of Hypertext Transfer Protocol (HTTP) with SSL/TLS protocol. This protocol provides encrypted communication and secure identification of a network web server. Data is stored in a HIPAA-approved, secured database cloud server. Password information will be encrypted.

GET! App has been utilized within both clinical and community-based organizations including out-patient facilities and health-focused nonprofits. Users in these settings were encouraged to remain in care, achieved and maintained HIV viral load suppression.

A significant emphasis on intersectionality and recognizing that individuals navigate multiple dimensions of identity and experience is placed within the app's core framework. The GET! app's diverse content and features aim to address these overlapping aspects, fostering inclusivity. YGetIt?'s ongoing evolution reflects a deep understanding of the varying challenges and disparities within healthcare, particularly concerning marginalized populations.

Additionally, the YGetIt? project has matured to address the changing demands placed on healthcare providers, especially in the digital age. The app has become a bridge, allowing healthcare workforce to engage differently and maintain connections more effectively with patients. This responsiveness is one of the fundamental reasons for its ongoing development, reflecting its commitment to health equity and social justice.

The GET! App, presently, requires upgrades to meet the demands of the everchanging digital, healthcare and community landscape. The app developer or qualified individuals must be responsible for leading the redevelopment of the health management and information mobile application. The app developer must have the capacity to improve upon GET!'s existing infrastructure and user-end experience. The app needs to respond to requests quickly and efficiently from existing clients, and future partnerships. These adaptations aim to increase the reach of our program, support clients with care management and engagement, enhance health education, and empower clients to be active participants in HIV and related care. YGI centers on addressing HIV, STIs, chronic and emerging health topics while considering intersectionality of health equity. This initiative seeks to meet the diverse needs of populations who require this mobile application and the healthcare providers seeking a transformative tool for engagement and connection. The [www.ygetit.org](http://www.ygetit.org), website offers an overview and a video walkthrough of the app.

## **II. Who May Apply**

All applicants must meet the following minimum eligibility requirements.

- The GET! app is both mobile- and web-based and all applicants must be proficient in core technology stacks that include Front-End.

- Applicants must have experience with various programming languages: preferred: Swift, Kotlin & Java (mobile) and Javascript, HTML5 & CSS3 (web), also fluent in: C#, Go and C/C++.
- Applicant must have experience with **cross platform software** this may include ReactNative, iOS & Android Native,also fluent in: Flutter, Ionic/Cordova, Universal Windows Platform & Unity.
- Applicant must have experience with the Web & Cloud: preferred: Firebase, Node.js, .Net and Wordpress, also fluent in: ASP.NET, React.js, Angular.js, Go, Yii, Active Directory, Docker, Laravel & Heroku.
- Applicant must have experience with Servers - preferred: Amazon Web Services (AWS) & Firebase, also fluent in: Microsoft Azure.
- Applicant must have experience with Databases - preferred: SQL & mySQL, also fluent in: PostgreSQL, integrated developer environments, and more expertise that can be tailored to our app's needs.
- Applicant will need to know techniques for memory management, measuring engagement, source control, platform migration, design (UX/UI), visual identity research, UI visual concepts, user validation testing, evaluation, and data reporting.
- The developer must have experience with QA and testing processes for areas including model/unit, performance, server, security, performance. The developer should have a core AGI Security compliance. Applicants must have experience with IT-specific scanning approval processes.
- Applicants must have experience with city and/or state governments and healthcare settings, profit and non-profit business, especially with apps oriented towards serving marginalized populations.
- All applicants must be located and conduct business in the United States.
- All applicants must provide a sample wireframe displaying examples of health – related apps as **Attachment 1**.

Applicants must complete **Attachment 2 – Minimum Eligibility Requirements Support** and include as Attachment 2 with the Proposal.

### III. Project Narrative/ Work Plan Outcomes

The App developer will serve as technology experts, planners and builders for the GET! mobile application that aids in educating, engaging, linking, and retaining users into health care services. GET! mobile app combines multiple platforms into a single mobile user environment for people to use regularly. The app seamlessly integrates wellness features, care management and communication tools to connect users with their healthcare team and become active participants in their care journey. Key features of the app will help attract users and maintain motivation to continuously use the GET! Application. A strong emphasis on presenting this

information in a user-friendly, health literate manner, ensures that individuals can engage with and benefit from the mobile application. The app developer will make adaptations to the GET! app using social media technologies and mobile based applications that focus on improving health behaviors.

**The funded App developer will be responsible for the following categories of services:**

**GET! Mobile App:**

1. Redesign phase: Redesign and develop an intuitive and visually appealing user interface that aligns with the GET! app's objectives and enhances user experience.
2. Backend Development Integration: Develop the GET! app's backend infrastructure, server setup, and integration with the required databases to ensure HIPAA secure and efficient data management.
3. Integrate Health Education Resource: Integrate various health education, such as articles, videos, interactive modules, and educational materials, into GET! app's database and user interface.
4. User Registration and Authentication: Work on the implementation of user registration functionality, including account creation login/logout features, and authentication to ensure data privacy and user security.
5. Notifications/Alerts: Work on the implementation of push notifications and alerts to keep users informed about important updates, reminders and personalized health related information.
6. Testing and Quality Assurance: Work on rigorous testing and quality assurance, security scan and assessment activities to ensure the GET! app's functionality, usability and performance meet the highest standards.
7. Maintenance and Support: Provide ongoing support, bug fixes, and regular updates to ensure the app remains fully functional, secure and compatible with the evolving mobile device landscape.
8. Collaboration: Collaborate and consult with AIDS Institute Digital Health Initiative (DHI) staff to use feedback to support upgrades to the GET! app, data reporting process, and presentation of the mobile app.
9. Assess the functionality of the overall app and identify enhancements as needed.
10. Work with sources (State, other contractors) to collect, sort, organize and transfer or arrange for delivery of required data for projects designated for analysis in other parts of existing work plan.
11. Collaborate with the Digital Health Initiative to develop and provide new databases as needed for YGetIt? (YGI) project.

**GET!Mobile App Data & Reporting**

12. AIDS Institute Digital Health Initiative populations from GET! mobile application: implement logic models within the mobile app that can identify critical health factors, such as hepatitis, STI's HIV, drug use, and social determinants of health as users interact with the app.

13. Provide report of the GET! mobile application of AI data as requested.

## Meetings

14. Attend meetings with AI DHI staff and others to discuss relevant subject matter when needed.
15. Provide technical assistance related to data analysis, including providing training of the app for DHI staff.

## IV. Administrative Requirements

### A. Issuing Agency

This Request for Proposal 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](mailto: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 Request for Proposal.

Questions of a technical nature can be addressed in writing or via telephone by emailing: [AIGPU@health.ny.gov](mailto: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 Request for Proposal has been posted on Health Research Inc.'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 Health Research Inc.'s website. All such updates will be posted by the date identified on the cover sheet of this Request for Proposal.

### 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 email 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](mailto: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 Reserved Rights**

1. Reject any or all proposals received in response to this Request for Proposal.
2. Withdraw the Request for Proposal at any time, at HRI's sole discretion.
3. Make an award under the Request for Proposal in whole or in part.
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the Request for Proposal.
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 Request for Proposal 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 Request for Proposal 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 Request for Proposal.
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 Request for Proposal, 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 Request for Proposal.
17. Negotiate with successful bidders within the scope of the Request for Proposal in the best interests of Health Research Inc.
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 Health Research Inc.

## **F. Term of Contract**

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

It is expected that contracts resulting from this Request for Proposal will have the following 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](mailto:OMDFMU@health.ny.gov)

2. The contractor shall submit the following periodic reports:
  - The applicant is expected to submit monthly data reports associated with the GET! application to the program director of the Digital Health Initiative.
  - A final data summary report is expected at the end of the contract period.

All payment and reporting requirements will be detailed in Exhibit C 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 Health Research Inc. 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 Request for Proposal, including the terms and conditions of the contract. Any exceptions allowed by Health Research Inc. 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 Health Research Inc. as to all matters arising in connection with or relating to the contract resulting from this Request for Proposal.
  - 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 Request for Proposal, Health Research Inc. 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 Health Research Inc. 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.

## **V. Completing the Proposal**

### **A. Proposal Content**

The organization selected from this Request for Proposal will undertake the crucial task of upgrading a health education and management mobile application, GET!. This caters to diverse settings that provide services to individuals requiring comprehensive health education and the effective management of their basic healthcare needs (e.g. medical appointment reminders, tracking medications and lab values, connecting with a care provider, social determinant of health education via the comic). The developer will be responsible for enhancing the GET! app's features and functionality to ensure seamless access to educational resources, empowering users to make informed decisions about their health, and enabling efficient management of their healthcare journey. The ultimate goal is to create a user-friendly, impactful and HIPAA-compliant secure app that promotes better health outcomes and supports individuals in taking charge of their well-being.

#### **1) Program Abstract**

**Not Scored  
(Maximum 1 page)**

Applicants should provide a program abstract with the following information:

- 1a) Summarize all of the activities to be undertaken to meet the stated goals of this initiative.
- 1b) Describe how the objectives of this project will be addressed.
- 1c) Explain the collaboration that will be conducted with the Digital Health Initiative team.
- 1d) Complete **Attachment 2: Minimum Eligibility Requirements Support** to explain how all minimum eligibility requirements of the RFP have been met.

## 2) Background and Experience

(Maximum 2 pages)

- 2a) Describe your experience working with marginalized and underserved communities.
- 2b) Explain your workflow and how you would adapt the [GET! Application](#).
- 2c) Provide an example of your organization's experience collaborating with other entities (city and/or state governments, healthcare settings, profit and non-profit business) especially with apps oriented towards serving marginalized populations.
- 2d) Discuss your experience implementing dynamic healthcare focused one to one and group messaging features to engage clients living with chronic or stigmatized illness, coordinate clinical staff, and connect users to appropriate resources and services.
- 2e) Provide an example of your experience in creating searchable content libraries and designing methods to ensure preferred content is prioritized for user viewership.
- 2f) Explain your processes for ensuring timely accurate delivery of app usage data and analysis.
- 2g) Describe your experience creating applications that serve multiple facilities in various healthcare settings while providing HIPAA complaint protection.
- 2h) Describe your experience working with governmental information technology security compliance, scans and assessments.
- 2i) Discuss your expertise in customizing opt in and out features tailored to client needs through a single automated dashboard.
- 2j) Offer examples of your work with application demonstration and walkthrough videos and user's guide materials.
- 2k) Discuss your experience implementing Face ID and Fingerprint login capabilities in healthcare focused applications.
- 2l) Explain your experience offering web and native app versions of the same application.

2m) Discuss your plans for creating “future proof” applications through forward thinking infrastructure design and app maintenance.

2n) Describe your experience with medication and appointment tracking features for chronic and stigmatized illnesses.

### 3) Bidder Organization

(Maximum 2 pages)

3a) Describe why your organization is qualified to upgrade the GET! Application.

3b) What is the composition of your engineering team? What types of engineers do you have and how many?

3c) Describe your experience developing digital health interventions (web apps, and native mobile applications).

3d) What awards has your agency earned? Please point to forms of social proof/customer reviews? Please include **Social Proof/Customer Reviews as Attachment 3**. Support may also be included with Attachment 3 as a link.

### 4) Program Activities

(Maximum 1 page)

4a) Describe the staff required to complete the GET! App upgrades described in this proposal; explain the role of each staff person and their responsibilities.

4b) Provide detailed information about the diversity within the staff engaged in the redevelopment of the app.

4c) How do you ensure alignment with clients on business goals and desired outcomes?

4d) Provide details about the process for creating the GET! App upgrades and producing the final product. Please also provide the timeline for program activities.

4e) Describe your experience and governance working with government and large enterprise clients and managing client priorities.

4f) How do you integrate design with technology to ensure that designs are technically feasible (and within budget)?

### 5) Budget

Use Budget form

Bidders should submit a 12-month budget, assuming a June 1, 2024, start date. Prepare the budget using **Attachment 4: 12 Month Budget Proposal YGetIt Mobile App**.

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 category costs to arrive at a total contract bid.

All costs must be related to the provision of the YGetIt? GET Mobile App Request for 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 *six (6) double-spaced* typed pages (not including the cover page, budget and attachments), using a normal 12-point font. The value assigned to each section is an indication of the relative weight that will be given when scoring your proposal.

1. Program Summary	(1 page) (Not Scored)
2. Background and Experience	(2 pages) (40 points)
3. Bidder Organization	(2 pages) (25 points)
4. Program Activities	(1 page) (20 points)
5. Budget	(Budget Forms) (15 points)

## C. Review Process

Proposals meeting the guidelines set forth above will be reviewed and evaluated competitively by Health Research Inc./the New York State Department of Health Institute using a standard evaluation/scoring tool for all candidates.

Reviewers will consider the following factors:

### **Model for Rating Feasibility 40%**

Do applicants demonstrate:

- applicable data reporting elements exist and are available to Digital Health Initiative.
- no technical constraints exist on the chosen platforms that might otherwise affect the conceptual integrity of the mobile app; and,
- chosen platforms do not raise ethical issues concerning impartiality.

### **Maintaining Conceptual Integrity of the Mobile Platform 25%**

- Does the applicant demonstrate the ability to upgrade the mobile and web platforms to maintain conceptual integrity?

### **Effectiveness 20%**

- Do applicants offer a comprehensive strategy for the delivery of a concise dynamic mobile and web app? Do the main components of the proposal focus on creating a situation-based tool useful in scenarios that many target audience members will encounter frequently?

### **Communication 15%**

- Is the applicant able to communicate effectively with their internal staff and manage information sharing with external client(s)?

The New York State Department of Health AIDS Institute anticipates that there may be more worthy applications than can be funded with available resources. Applications will be deemed to fall into one of three categories: 1) approved and funded, 2) approved, but not funded, and 3) not approved.

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

Applications with minor issues (missing information that is not essential to timely review and would not impact review scores) MAY be processed, at the discretion of the State, but all issues need to be resolved prior to time of award. An application with unresolved issues at the time award recommendations are made will be determined to be non-responsive and will be Disqualified.

If changes in funding amounts are necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above (or explain how).

## **VI. Attachments**

Attachment 1: Sample Wireframe Displaying Examples of Health

Attachment 2: Minimum Eligibility Requirements Support

Attachment 3: Social Proof/Customer Reviews

Attachment 4: 12 Month Budget Proposal YGetIt! Mobile App

Attachment 5: Proposal Cover Sheet

## HRI Boilerplate Agreement

**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.