Pew

Request for Proposal (RFP):
Legal Analysis for State Health Solutions

November 11, 2024

Request for Proposals for The Pew Charitable Trusts (Pew)

RFP No.: 2024-SHS-02

RFP Issue Date: November 11, 2024

RFP Title: Legal Analysis for State Health Solutions

Point of Contact (POC): Patial Sherzai, senior associate, SHSLegalResearchRFP@pewtrusts.org

Key Dates:

Deadline for notification of Expression of Interest	November 22, 2024
Deadline for requests for clarifications	November 22, 2024
Anticipated release of Pew's responses to requests for clarifications	December 9, 2024
Deadline for submission of proposals	**December 20, 2024**
Anticipated date of Award	February 2025
Anticipated start date of awarded agreement(s)	March 2025

If you need assistance or accommodation to participate in the RFP process, please reach out to the Pew Point of Contact as soon as possible.

*All proposals, including pricing, must be valid for at least one hundred and twenty (120) calendar days from the date of submission.

1. Introduction

RFP Overview:

Through this Request for Proposal (RFP), The Pew Charitable Trusts (Pew) is soliciting proposals from organizations (Respondents) to develop a summary of the laws and regulations governing health care data and how state public health and Medicaid agencies can leverage and share this data to improve population health while ensuring privacy standards as further set forth herein and in the Scope of Work attached as Appendix A (Scope of Work).

Through its state health solutions project, Pew aims to create data-driven partnerships between state public health departments and state Medicaid agencies that will make targeted improvements to clinical practices and management of chronic and infectious diseases. Collaboration between these state agencies will encompass analysis of shared health data and alignment of interventions that could better support the improvement of population health. To develop a sustainable and scalable framework for such partnerships, public health and Medicaid agencies must develop an in-depth understanding of current federal and state laws and regulations governing health care data privacy and data sharing.

The selected Respondent will execute an analysis to summarize the current data privacy laws and regulations around health care data sharing through a scan of relevant federal and state policies. Products from this work will include a white paper highlighting how laws and regulations inform health care data sharing between state public health and Medicaid agencies and their collaborative efforts to improve population health.

Background on The Pew Charitable Trusts:

Pew is a United States (U.S.) nonprofit organization and Section 501(c)(3) public charity. Pew is driven by the power of knowledge to solve today's most challenging problems in the U.S. and globally. Pew applies a rigorous, analytical approach to improving public policy, informing the public and invigorating civic life. Pew partners with a diverse range of donors, public and private organizations and concerned citizens who share its commitment to practical, fact-based solutions and goal-driven investments to improve society. For more information about Pew, please see www.pewtrusts.org.

2. Instructions

All communications related to this RFP must be conducted via email with the Pew Point of Contact (POC) and by the Key Dates listed on Page 1 of this RFP. Questions must be submitted in writing via email; **phone calls will not be accepted**. Phone calls not initiated by Pew to discuss the RFP or ask questions **are not** permitted. **Pew reserves the right to modify or cancel this RFP, including Key Dates, at any time and to make all decisions respecting this RFP in its sole discretion.**

Expression of Interest. Any entity interested in submitting a proposal in response to this RFP must submit an Expression of Interest (EOI) via email by the date and to the POC listed on Page1. Pew will only send additional materials, clarifications, and answers to questions to those entities that have submitted an EOI by such date. EOIs are not binding; submission of an EOI does not obligate a Respondent to submit a proposal. Any EOI must include, at a minimum:

- Entity's legal name; and
- Point of contact details, including name, phone number, and email address.

Requests for clarifications. All questions, and the responses thereto, that Pew believes may be of interest to other potential Respondents will be circulated to all Respondents who have submitted an EOI. Only written responses issued by Pew will be considered official. Any verbal information received from employees of Pew or any other entity should not be considered an official response to any requests for clarifications regarding this RFP.

Submission Instructions:

1. Proposals must be submitted via email to the POC by the date listed on the first page. Please reference the RFP number in the subject line of any response to this RFP. Pew reserves the right to accept or reject, without consideration, proposals that are received late or obtain proposals from, and negotiate with, third parties outside of this RFP at any time.
2. Pew will endeavor to confirm receipt of all properly submitted proposals. If Pew does not confirm receipt, Respondent should assume its proposal has not been received and resubmit before the deadline.

Proposal Requirements. Proposals must:

1. Be submitted in Adobe PDF or Microsoft Office format, using 8.5" x 11" sized layouts.
2. Not exceed ten (10) pages. This page limit does not include the following:
   a. Resumes and or CVs
   b. Past performance examples
   c. References
   d. Required Appendix forms (listed at the bottom of this RFP):
      - Completed budget template
      - Completed Provider Summary Form
      - A detailed response of your organization's ability to comply with critical Conditions of Agreement that will govern the resulting agreement (Agreement) as further set forth in Appendix D.
3. Contain at a minimum the following information:
   a. Description of Respondent's proposed project and/or services, including the methodology, approach, and timeline for implementing the Scope of Work attached in Appendix A, and if applicable, the specifics of how Respondent would perform the work and any limitations or assumptions.
   b. Resumes/CVs, specific qualifications, and proposed role of key individuals, and any subcontractors, who will carry out the Scope of Work.

c. Brief description of Respondent's capabilities and past performance of completed projects of similar size and complexity.
d. Description of Respondent's commitment to diversity, equity, and inclusion and what specific steps it will take to ensure that commitment is demonstrated in its work with Pew in the Scope of Work.
e. Two (2) or three (3) references from clients to which Respondent provided a similar service or project of similar scope and complexity. Each reference must include:
    - the organization's name, address, contact person, current email address, and phone number
    - a brief description of the work performed
    - a reference to any key individuals involved that would be engaged under the Scope of Work
    - the duration (including the dates) of the work
    - fees associated with the contract if not confidential

    Pew reserves the right to obtain past performance information from other sources in addition to those identified in proposals.

By submitting a proposal, each Respondent grants to Pew and its designees the right to duplicate, use, disclose, and distribute all materials (and information contained therein) submitted for purposes of evaluation, review, and/or research. In addition, each Respondent guarantees that (1) it has full and complete rights to all information and materials included in the proposal and (2) all such materials are not defamatory and do not infringe upon or violate the privacy rights, copyrights, or other proprietary rights of any third party. Additionally, each Respondent agrees to defend, indemnify, and hold harmless Pew with respect to any claims or losses arising from the aforementioned guarantees. Each Respondent further agrees that in addition to this RFP, which is owned by Pew, any submission to Pew (including, without limitation, all materials and information contained therein) will become the property of Pew (not including any of Respondent's preexisting intellectual property rights contained in such submission), and Pew is not required to return the proposal, including any submitted materials, to any Respondent.

3. Evaluation of Proposals.

Pew will review and evaluate proposals based on the following criteria:

1. Approach and methodology
2. Commitment to diversity, equity, and inclusion
3. Timeline
4. Staffing
5. Background and past performance
6. Cost and Budget
7. Agreement with Pew's Conditions of Agreement

Pew will review all proposals and recommend award allocation, with final selection made by Pew at its sole discretion.

4. Award

Upon completion of the review of all proposals. and a decision to proceed with the selected Respondent(s) (Selected Respondent(s)), Pew will contact each Respondent to advise whether or not its proposal has been accepted. This RFP, and any award resulting from it, does not constitute a binding agreement between Pew and the Selected Respondent. All future work with Pew is contingent upon Pew and the Selected Respondent(s) signing a mutually acceptable Agreement as further set forth in Conditions of Agreement described above. Selected Respondents who are notified that Pew is interested in their services/products/project shall not start any work for Pew, or incur any expense, before an Agreement between Pew and Selected Respondent is fully executed.

Confidentiality

This RFP, including the attached appendices [and any other materials provided by or on behalf of Pew in connection with this RFP], are Pew's confidential and proprietary information and, without the express prior written consent of Pew, may not be duplicated, used, or disclosed (in whole or in part) for any purpose other than for reviewing, evaluating, and/or preparing a proposal in response to this RFP. Confidential information shall not be deemed to include information that is rightly obtained from another source, was independently developed, or is in the public domain.

No Financial Liability for Proposal Preparation

Pew is not liable, financially, or otherwise, for any costs associated with the preparation, submission, or presentation of any proposals in response to this RFP. By submitting a proposal, Respondent acknowledges and agrees it has read, understands, and accepts the RFP documents, including all appendixes and attachments (including, without limitation, the Conditions of Agreement). The person submitting the proposal on behalf of Respondent has all necessary authority to act on behalf of Recipient.

Best Offer

Best-offer proposals are requested. Pew reserves the right to conduct negotiations with and/or request clarifications from any Respondent prior to award. Respondents may be required to submit additional information during Pew's evaluation process.

5. Appendices

Appendix A: Scope of Work (below)

Appendix B: Budget Template (attached)

Appendix C: Provider Summary Form and Vendor Data Notification (attached)

Appendix D: Conditions of Agreement (below)

Appendix E: Personal Data (below)

Appendix F: Pew's Guidelines for Survey Methods Statements (below)

Appendix G: Research Proposal Guidelines (below)

Appendix H: Pew's Expectations for Review of Research (below)

Appendix A
Scope of Work

State public health agencies play a critical role in detecting, monitoring, and preventing the occurrence of chronic and infectious diseases in the U.S. However, these agencies are often limited in their access to real-time data, hindering their ability to develop and promote the adoption of targeted, evidence-based prevention strategies. By comparison, payers, like state Medicaid agencies, receive data from providers in the form of health care claims. While this data could provide critical insight for public health agencies, these agencies do not often collaborate to exchange, analyze, and leverage claims data to support public health interventions. Additionally, while these agencies serve overlapping populations, the focus of the organizations differ—with Medicaid focused on supporting quality of care for individual patients while public health is focused on broader community-focused health improvement efforts. Partnerships between these state agencies to analyze data and align interventions could enhance their individual organizational goals and better support improved population health.

Establishing best practices around when and how data can be shared between state public health and Medicaid agencies is essential to the formation of sustainable partnerships. Data sharing between these agencies is impacted by laws and regulations that may vary across different states, as well as laws and regulations at the federal level. As a result, it is crucial that public health and Medicaid agencies develop an in-depth understanding of current federal and state laws governing health care data privacy as part of the collaboration process. The primary scope of work in this RFP is to develop a summary of current data privacy laws and regulations around health care data sharing through a scan of relevant federal and state policies. Outcomes of this research will include a white paper highlighting how laws and regulations inform health care data sharing between state public health and Medicaid agencies, and how states can leverage this data to support population health initiatives while ensuring data privacy standards.

The provider will be responsible for the following:

1. Conducting a scan of current federal and state (all 50 states) laws and regulations impacting the ability of state Medicaid and public health agencies to share health care data with each other.
    a. Drafting the initial scan criteria, including methodology, search terms, and sources, and sharing with Pew for review/feedback prior to finalizing. The methodology should include a detailed verification/quality control process leveraging a secondary expert to ensure accurate and complete information is captured by the scan.
    b. Conducting the scan.
    c. Drafting an initial report on findings to be shared with the Pew team for review and feedback following completion of the scan.

2. Drafting a legal white paper to ultimately be shared on the Pew website.

a. Writing an initial draft of the legal white paper summarizing the results of the scan as well as high-level takeaways and policy implications.
    i. The white paper should detail overarching findings and key considerations for states interested in establishing Medicaid/public health partnerships.
    ii. The white paper should also include an appendix that lists all relevant state and federal laws and regulations reviewed and used to inform the white paper.
    iii. The white paper should include a methods section detailing the process of the scan.
b. Conducting a fact check and data check on information included in the white paper according to Pew specifications (i.e., conducted by an independent member of the provider organization not involved in the day-to-day management of this research project). The external peer review should also be managed by the provider, including identifying appropriate peer reviewers, identifying any conflict of interest concerns, and overseeing the review process. Pew will work with the provider upon agreement execution to finalize the research review plan and can discuss any adjustments to the anticipated review timeline at that time.
c. Sharing the initial draft with Pew for review and incorporating any feedback.

3. Present findings from the legal scan and white paper summary to an expert panel (previously established by Pew) at an in-person meeting (date and time to be determined).

Throughout the project, the provider should meet with Pew on at least a monthly basis, or more often as needed, to provide updates and discuss the work. Meetings can be conducted virtually. The provider will collaborate with Pew to ensure the case studies align with Pew's expectations as detailed in Appendix G (Research Proposal Guidelines).

Appendix B
Price Proposal Template

Please provide the proposed budget in the template provided. In addition to completing the itemized budget template, we kindly request that you include a brief budget narrative with the price proposal submission. This narrative should identify the portion of the itemized budget that is allocated for the services outlined in Deliverable 4. Please provide a clear explanation of how these funds will be used to meet the objectives and requirements of Deliverable 4. Furthermore, we ask that you identify the staff members whom you propose to assign to complete Deliverable 4. This information will assist us in evaluating your proposal comprehensively and ensure alignment with our project goals and expectations. Thank you for your attention to these instructions, and we look forward to receiving your proposal.

(SEE ATTACHED)

Appendix C
Provider Summary Form and Vendor Data Notification

Please complete the attached.

(SEE ATTACHED)

Appendix D
Conditions of Agreement

A summary of some critical Conditions of Agreement that will govern the resulting agreement (Agreement) are described below. As stated previously, these are not the actual provisions or an exhaustive summary of terms and conditions that will be included in the final Agreement. For example, different conditions may apply if Pew is funding the Selected Respondent's project through a grant and the project supports the Selected Respondent's own charitable work, as a nonprofit organization or university, as opposed to Pew purchasing a service. Also, Pew's funders may have additional requirements. In addition, if the Selected Respondent is organized outside of the United States or will be performing work in any country outside of the United States, additional terms and conditions may be required.

Any submitted proposal must indicate which condition(s) the Selected Respondent cannot agree to, an explanation as to why (including citations to any relevant statutes or Selected Respondent policies that may govern such position), and any proposed alternatives related to that condition. Selection of a Respondent that proposes alternative or revised conditions in its proposal shall not obligate Pew to consider or accept such revised or proposed conditions for inclusion in the Agreement.

1. Intellectual Property. Pew shall own the Work Product. "Work Product" consists of the deliverables and other materials, including drafts thereof, prepared by Selected Respondent and its personnel under the Agreement.

2. Datasets. Depending on the Scope of Work, Selected Respondent may be required to provide Pew, in a form satisfactory to Pew, a copy of datasets used in connection with the Work Product and grant Pew an unrestricted license to all such datasets.

3. Representations and Warranties. Selected Respondent is required to represent and warrant that its personnel are experienced, properly trained or otherwise qualified and capable of performing the work and that the Work Product and any applicable datasets shall not infringe any intellectual property right of any third party. This is not an exhaustive list of the representations and warranties in the Agreement.

4. No Campaign Intervention. Selected Respondent cannot use Pew funds to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

5. Ethics Requirements. Selected Respondent may not use funds provided under the Agreement to give anything of value to a government official or employee without prior written approval from Pew.

6. Insurance. Depending on the Scope of Work, Selected Respondent may be required to maintain insurance coverage including, but not limited to, General Liability ($1,000,000 per occurrence, $2,000,000 aggregate, $1,000,000 personal and advertising, $2,000,000 aggregate); Workers Compensation and Employer's Liability (not less than $500,000 each accident for bodily injury by accident, and $500,000 each employee and policy limit for bodily injury by disease); Professional Liability (with a minimum limit of $3,000,000 each claim/aggregate); Umbrella Liability (with a $3,000,000 limit). As a reminder, if for any reason, Respondent cannot meet Pew's insurance requirements (for example, if Respondent is self-insured or otherwise), Respondent should state the reasoning and its current insurance coverage in the proposal.

7. Indemnification. Selected Respondent is required to indemnify Pew and certain related parties for any costs or claims arising from (i) Selected Respondent's breach of the Agreement, (ii) performance under the Agreement, or (iii) intentional misconduct or negligent acts or omissions, of Selected Respondent or its personnel.

8. Pew Limitation of Liability. Recourse against Pew under the Agreement shall in no event include lost profits, incidental, consequential, special, punitive, or indirect damages, regardless of whether advised of the possibility of such damages. Selected Respondent's liability will not be limited under the Agreement.

9. Termination Rights. Each party may terminate the Agreement upon the other party's breach and failure to cure within the notice and cure period(s) set forth in the Agreement. Pew may terminate at any time, without cause, by giving 30 days' prior written notice to Selected Respondent, and if applicable, Selected Respondent shall cooperate with Pew in transitioning the Agreement to a new provider during the wind-down period. Termination remedies are specified in the Agreement.

10. Governing Law. The laws of the Commonwealth of Pennsylvania shall govern the Agreement, and the state and federal courts in Philadelphia, Pennsylvania, shall have exclusive jurisdiction over any disputes arising under the Agreement.

11. Best Rate Available. Selected Respondent must agree that as of the start date of the Agreement, the pricing (including all rates in which the pricing is based) reflects the best rate available. If, after the start date of the Agreement and before the services are performed, Selected Respondent charges another client a lower fee for the same or similar services, Selected Respondent agrees that this lower fee will apply to the Agreement (and the Agreement will be amended to reflect the lower pricing).

12. Right to Audit. Selected Respondent must agree, during the Agreement term and for three (3) years thereafter, to maintain complete and accurate books and records to substantiate the Selected Respondent's charges to Pew under the Agreement.

13. Personal Data. Selected Respondent must agree to comply with all applicable laws, regulations, and personal data requirements, which are attached as Appendix E to this RFP. Depending on the Scope of Work, additional requirements may be included in the Agreement.

Other material terms and provisions will be set forth in the Agreement provided to the Selected Respondent.

Appendix E
Personal Data

Unless otherwise specified in the Agreement, Selected Respondent represents and warrants that no Personal Data (defined below) relating to non-U.S. residents shall be processed or transferred from the European Union or any other jurisdiction outside of the United States to the United States under an Agreement. Pew represents and warrants that Pew shall not knowingly transfer Personal Data relating to non-U.S. residents to Selected Respondent under any Agreement.

If processing, including transferring, of any Personal Data is performed under an Agreement, Selected Respondent shall comply with the Data Protection Law (defined below) in connection with the processing, including transfer, of Personal Data for purposes of the Agreement. Specifically, Selected Respondent represents and warrants that: (i) it shall not disclose any Personal Data except where it is lawful; (ii) it shall carry out the sharing of any Personal Data obtained from Data Subjects (defined below) pursuant to the Agreement in accordance with any notices supplied to, and consents obtained from, Data Subjects; (iii) it shall enter into any additional contractual clauses or addenda as may be necessary for compliance with the Data Protection Law; and (iv) it shall not process any Personal Data other than in accordance with (a) any applicable consents, (b) any applicable privacy policies or other conditions as notified to Selected Respondent by Pew, and (c) applicable law, including the Data Protection Law.

Selected Respondent agrees to provide Pew written notice of any reasonably suspected or actual information security or other incident that compromises the security, integrity, confidentiality, or availability of Personal Data, and any such incident shall be deemed a breach of the Agreement. Within seventy-two (72) hours of discovery of the data security incident, without waiver of any other rights and remedies available to Pew, including, but not limited to, Pew's rights under the indemnification section of the Agreement, Selected Respondent shall cooperate (and cause its Personnel to cooperate) with Pew on taking reasonable steps to ensure the security, integrity, confidentiality, and/or availability of the data.

Each Party shall also, upon request of the other Party, provide all such assistance as the other Party may reasonably request to comply with its obligations under Data Protection Law (including responding to any requests from a supervisory authority or Data Subject and providing copies of any and all notices and consents a Party has provided to Data Subjects) in relation to the transfer of the Personal Data to the other Party.

For the purposes of the Agreement:

(i) "Data Protection Law" means any applicable data protection or privacy laws to which either Party, as applicable, is subject to in connection with the Agreement; and

(ii) "Personal Data" means any information relating to an identified or identifiable natural person (a "Data Subject").

Appendix F
Pew's Guidelines for Survey Methods Statements

The information in this appendix describes Pew's transparency and disclosure standards. It is included in this RFP as a reference to potential offerors. No survey is required for the scope of work in this RFP, but if one is proposed it must meet the guidelines below.

The following items are required to be included in methods statements to describe how the survey was conducted. The information should either be included in the document or released upon request. The method statement and topline must be available at the time that the survey results become public.

Prior to public release, completed methods statements should be reviewed by Pew's survey methods team, who can be reached at survey@pewtrusts.org

Who Sponsored the Research and Who Conducted It: Name the sponsor of the research and the party(ies) who conducted the study. If the original source of funding is different than the sponsor, this source will also be disclosed.

Measurement Tools/Instruments: Measurement tools include questionnaires with survey questions and response options, show cards, or vignettes. The exact wording and presentation of any measurement tool from which results are reported, as well as any preceding contextual information that might reasonably be expected to influence responses to the reported results and instructions to respondents or interviewers should be included.

Population Under Study: Survey and public opinion research can be conducted with many different populations including, but not limited to, the general public, voters, or people working in particular sectors. Researchers will be specific about the decision rules used to define the population when describing the study population, including location, age, other social or demographic characteristics (e.g., persons who access the internet), and time (e.g., immigrants entering the U.S. between 2015 and 2019).

Dates of Data Collection: Disclose the dates of data collection.

Method Used to Generate and Recruit the Sample. The description of the methods of sampling includes the sample design and methods used to contact or recruit research participants.

1. Explicitly state whether the sample comes from a frame selected using a probability-based methodology (meaning selecting potential participants with a known non-zero probability from a known frame) or from the rare use of a nonprobability sample

(following review and approval by the RQS survey team and Pew Research Center leadership).

2. Probability-based sample specification should include a description of the sampling frame(s), list(s), or method(s).

    1. If a frame, list, or panel is used, the description should include the name of the supplier of the sample or list and nature of the list (e.g., registered voters in the state of Texas in 2018, pre-recruited panel or pool).

    2. If a frame, list, or panel is used, the description should include the coverage of the population, including describing any segment of the target population that is not covered by the design.

3. Provide a clear indication of the method(s) by which participants were contacted, selected, recruited, intercepted, or otherwise contacted or encountered, along with any eligibility requirements and/or oversampling.

4. Describe any use of quotas.

5. Include the geographic location of data collection activities for any in-person research.

6. Explicitly state if sampling came from a census of the target population Provide details of any strategies used to help gain cooperation (e.g., advance contact, letters and scripts, compensation or incentives, refusal conversion contacts) for participation in a survey. Describe any compensation/incentives provided to research subjects and the method of delivery (debit card, gift card, cash).

Method(s) and Mode(s) of Data Collection: Include a description of all mode(s) used to contact participants or collect data or information (e.g., CATI, CAPI, ACASI, IVR, mail, Web for survey; paper and pencil, audio or video recording, etc.) and the language(s) offered or included.

Sample Sizes (by sampling frame if more than one frame was used) and (if applicable) Discussion of the Precision of the Results:

1. Provide sample sizes for each mode of data collection (for surveys, include sample sizes for each frame, list, or panel used).

2. For probability sample surveys, report estimates of sampling error (often described as “the margin of error”) and discuss whether the reported sampling error or statistical analyses have been adjusted for the design effect due to weighting, clustering, or other factors.

3. Reports of nonprobability sample surveys will only provide measures of precision if they are defined and accompanied by a detailed description of how the underlying model was specified, its assumptions validated, and the measure(s) calculated.

How the Data Were Weighted. Describe how the weights were calculated, including the variables used and the sources of the weighting parameters.

How the Data Were Processed and Procedures to Ensure Data Quality: Describe validity checks, where applicable, including but not limited to whether the researcher added attention checks, logic checks, or excluded respondents who straight-lined or completed the survey under a certain time constraint, any screening of content for evidence that it originated from bots or fabricated profiles, re-contacts to confirm that the interview occurred or to verify respondent's identity or both, and measures to prevent respondents from completing the survey more than once. Any data imputation or other data exclusions or replacement will also be discussed. Researchers will provide information about whether any coding was done by software or human coders (or both); if automated coding was done, name the software and specify the parameters or decision rules that were used.

A General Statement Acknowledging Limitations of the Design and Data Collection: All research has limitations, and researchers will include a general statement acknowledging the unmeasured error associated with all forms of public opinion research.

Appendix G
Research Proposal Guidelines

Updated September 2023

The project proposal is a written statement that describes the project and its questions, method, design, analysis, and scope. Proposals that carefully address the relevant categories below are generally stronger and require fewer revisions after submission to Pew.

1. **Background:** Please describe the proposed research project, including how it fits into current research and policy landscapes, the information gaps the research would seek to address, and the target audiences.

2. **Research question(s):** Provide specific research question(s) the study will address and, if applicable, any associated hypotheses.

3. **Research methods and analyses:** Describe in detail the proposed research methodologies, both quantitative and qualitative, and analyses. If there are multiple research questions, specify which methods and activities are associated with each research question. This section should also include details of other major activities that will be carried out as part of this contract or grant (e.g., hosting a workshop).

4. **Diversity, equity, and inclusion statement:** If applicable, include a description of how you are considering aspects of diversity, equity, and inclusion in the content of the research and the approach you are taking.

5. **Data:** What are the data sources needed to answer the research questions? How will they be collected? Are they available? If proprietary source data will be used, please explain the rationale and limitations.

    a. Surveys: Please state if you will be designing a new survey or using data from a previously conducted survey. If so, please ensure your provider/grantee is familiar with Pew's survey expectations.
    b. Do you plan to use sensitive data (e.g., personally identifiable information that can be used to distinguish or trace an individual's identity such as name, Social Security number, date/place of birth, or any other data linked to an individual such as medical, financial, educational, or employment information)? If so, please address plans for obtaining informed consent, engaging with an Institutional Review Board (IRB), chain of custody, and how Pew or the provider/grantee will ensure privacy (e.g., plans for cell suppression).

6. **Challenges:** Describe potential scientific limitations to the proposed research and methods, and how the project design accounts for each. Also detail any potential for controversy or other considerations that may affect how the findings are received and interpreted.

7. **Deliverables/milestones:** A deliverable (or milestone for grantees) is a specific result that the provider or grantee commits to producing within the funding period. A research deliverable or milestone can be an output (e.g., work products like reports, activities like hosted events, briefs, chartbooks, slide decks, etc.) or an outcome (e.g., a consequence or payoff of the work, such as uptake or use of findings by key audiences, policy change, etc.). Please provide a bulleted list of deliverables or milestones. Each should be distinct and phrased in plain language.

8. **External review:** Briefly describe the plans for any external advisors and external peer reviewers. Note that external reviewers cannot be involved in earlier stages of the work, such as acting as an advisor on its design and development. Describe how the provider or grantee will accommodate external review.

9. **Data and fact check:** Describe how the provider or grantee will complete a data check (verifying the accuracy of quantitative findings) and a fact check (verifying the factual accuracy of the product's content). For guidance on Pew's expectations concerning data and fact checking, please see this helpful resource. Research Quality and Support team can provide data- and/or fact-checking services if the provider or grantee is unable.

10. **Project timeline:** Please include estimated start and end dates for each deliverable or milestone and describe any outsider drivers for the timing of document release.

11. **Works cited, bibliography, references (as appropriate):** Please list any works cited in the proposal.

12. **Budget:** Please include the estimated research costs. If you would like assistance with gathering this information, please contact RQS.

13. **Senior director (SD) or Vice President (VP) approval required after RQS review (enter name of approver and date of approval):** Conduct a final check: Before you submit this for SD/VP approval, did you make all necessary changes?

Appendix H

Pew's Expectations for Review of Research

The purpose of this document is to summarize and share Pew's expectations for review of research, including review of methodologies, data and fact checking, and external peer review research.

Review of Methodology

Pew's methods review is a collaborative effort between Pew staff members and their providers/grantees (when applicable) to discuss the study design, data collection, analysis, and other methodological elements of the project and research.

- Some research projects may not require a methods review if a research proposal contains detailed information, or the project consists exclusively of primary data collection via a survey. The need for a methods review should be discussed with RQS at the beginning of a project.
- Approach: Methodology reviews may be completed by exchanging information over email or by holding a meeting.

General Expectations for Review of Research Products

The expectations below apply data checks, fact checks, and external peer reviews of research products.

- Independent checkers/reviewers: Data checkers, fact checkers, and peer-reviewers are, at a minimum, independent from the project. This is a core requirement to help ensure independence and objectivity. Peer reviewers are, additionally, not employed or funded by Pew or Pew's providers/grantees, nor otherwise conflicted.
- Record keeping: Maintain version control of relevant materials; record key analytic steps and stages of data processing, code development, map production, etc.; and keep records of the reviews, including the date(s), name of checker(s), and the reviews.

Data Check

Pew's data checking verifies the numbers and statistics, including raw data and code, that underlie the findings of research products. This check includes looking at data sourcing and datasets, statistical code, and products. The elements of a data check may vary based on the specific project design, methodology, and outputs.

Data checks may involve either reproducing the findings by executing tasks such as confirming data sources and running statistical code, and/or confirming that research materials are notated so that an independent researcher could reproduce the findings (e.g., statistical code is annotated, data analysis is recorded).

- Timing: Data checks take place toward the end of a research project when the data is nearly finalized and a draft product is available.
- Products that do not contain quantitative data are not data checked.

Fact Check

Pew's fact checking verifies the nonnumerical content of the research product or output, including facts, citations, attributions to outside sources, and proper nouns.

- Timing: Fact checks take place toward the end of a research project when a draft product is available.
- Fact checks do not confirm quotes from outside sources.

Peer Reviews

Pew obtains external peer reviews from experts who are independent from the project, not employed or funded by Pew or Pew's providers/grantees, nor otherwise conflicted. The external experts provide feedback that: verifies the validity of the research design; verifies the soundness of the methods used to collect and analyze information or data; verifies the logic of any arguments; verifies whether the conclusions are appropriately drawn from the analyses; anticipates any criticism; and provides an opportunity to improve the work before publication.

- Timing: Peer review takes place toward the end of a research project when a draft product is available, either concurrent or in sequence to data/fact checks.
- Peer reviewers sign Pew's Conflict of Interest (COI) forms to affirm no conflict and agree to nondisclosure; COI forms are collected prior to the review.
- Pew teams and their providers/grantees (when applicable) select peer reviewers and they are not approved by RQS.