

## **Drug User Health Consultant**

### *Background*

In 2022, New Jersey expanded syringe access through legislation that gave the Department of Health the ability to grant Harm Reduction Center status to programs within the state. Prior to the passage of this legislation, syringe access program locale was decided by municipalities; allowing only seven sites to exist within the state. In Mid-2023, the New Jersey department of Health (DOH) released their application to become a Harm Reduction Center (HRC) in hopes to have at least one center in each county.

In September 2023, the New Jersey Department of Health (DOH) released a [Request for Applications](#) (RFA) to newly appointed HRCs. This RFA included two funding streams which would apply state monies to (1) develop harm reduction programming and (2) develop drug user health programming within the HRCs. The RFA states that “the Drug User Health Model seeks to improve the health outcomes of people who use drugs (PWUD) by providing comprehensive and integrated healthcare services that do not place stipulations on drug use cessation as a condition for services”. It also emphasizes that “the co-location of primary care and harm reduction services provides access to continuous, non-stigmatized care for PWUD”. These ideas are the motivation behind the project that is detailed below.

### *Purpose*

Substance and non-substance use-related ailments and overdose can be exacerbated by the lack of access to fundamental needs such as healthcare. Drug use can be linked to a variety of ailments based on avenue, frequency, substance of use, and changes in drug supply. These ailments can include, but are not limited to, viral infections, skin infections, mouth infections, nasal tears, cellulitis, HIV/HCV and other STIs, endocarditis, and overdose. Non-substance use related chronic issues that are commonly unaddressed and therefore become more threatening among PWUD include, hypertension, diabetes, and high cholesterol.

To better serve New Jerseyans who use drugs, state agencies have made efforts to improve drug user healthcare. A variety of services have been implemented in the past to address access to Medication for Opioid Use Disorder (MOUD) and to mitigate the spread of diseases. The ARCH Nurse program has historically been situated within the original syringe access programs in New Jersey. The nurses assist in STI counseling, vaccine administration, reproductive health, safer use practices, wound care, and other related services. This service has ended its tenure, but the state aims to continue to expand drug user health practices through alternative programming. The current low-threshold buprenorphine program is aiming to increase access points to MOUD including through mobile, EMS, and Harm Reduction Centers. As efforts increase across the state, there remains a lack of connection across programming and gaps in primary healthcare services persist.

To ensure the most successful implementation of services, Vital Strategies, in partnership with the New Jersey Department of Health, is seeking a consultant to (1) facilitate focus groups with stakeholders and priority populations and (2) provide training and technical assistance to five funded HRCs to create a robust drug user health system. We are also asking that the consultant (3) create a toolkit that is New Jersey specific to help future program development across the state. The intended outcome of this

project is to create a cohesive system of drug user health programs in New Jersey that addresses racial and health inequities.

The selected consultant will be contracted and funded directly by Vital Strategies, and will work with both Vital Strategies and the New Jersey Department of Health in collaboration towards the goals, objectives, and deliverables described in this document.

### *Vital Strategies Organizational Background*

Vital Strategies is an international public health organization headquartered in New York City. Vital Strategies develops and oversees programs that strengthen public health systems and address leading causes of morbidity and mortality worldwide, providing expertise in project implementation and management, strategic communications, and other core public health capabilities to guide policy and decision-making. Vital's Overdose Prevention Program works across seven U.S. states providing funding and technical assistance to governments and communities towards an equitable and sustainable reduction in overdose deaths.

### *Deliverables*

- Focus Groups
  - a. Conduct focus groups with key informants to identify the following information:
    - i. Current and emerging healthcare needs of people who use drugs.
    - ii. Current healthcare services provided
    - iii. Formats in which healthcare is provided to pwud
    - iv. Continuum of care throughout the healthcare system; from street outreach to in-office visits
    - v. Barriers to service provision
    - vi. How are pwud's healthcare needs best met
    - vii. Gaps in care
  - b. These focus groups should include at least the following groups of people:
    - i. People who actively use drugs
    - ii. Healthcare workers (FQHC, emergency, former ARCH nurses)
    - iii. Harm Reduction Center employees
    - iv. Care coordinators
    - v. Community based organizations that engage with people who use drugs
- Training and Technical Assistance
  - a. TTA should be provided to each participating organization which will be decided by DOH awards. TTA needs should be site-specific and based on community needs.
    - i. One on one training and technical assistance
    - ii. Group learning
    - iii. Stakeholder engagement
    - iv. Assessment of needs
    - v. Development of programming
      - 1. Staffing
      - 2. Regulatory needs
      - 3. Uses of Medicaid

- 4. PWUD-centered care
  - 5. Integrating harm reduction and healthcare
  - 6. Service options
  - vi. Data management
  - vii. Execution of programming
  - viii. Evaluation
  - ix. Sustainability
- Toolkit
  - a. Develop a New Jersey specific toolkit for future drug user health programs; to be completed within the first 12 months of project funding.
    - i. Needs assessment
    - ii. Stakeholder engagement
    - iii. Resources
    - iv. Sample budget
    - v. Best practices
    - vi. Legal and licensure requirements
    - vii. Sample staffing
    - viii. List of potential services
    - ix. Evaluation
    - x. Sustainability

#### *Timeline and Cost*

We are asking that the deliverables of this project be completed in 12-18 months. With a maximum budget of \$200,000.

## Instructions for Respondents

1. **Contact Person.** Respondents shall send their notification of intent to bid, refer any questions, and submit their proposals via email to **[overdose@vitalstrategies.org](mailto:overdose@vitalstrategies.org)**.
2. **Due Date.** Proposals must be submitted in PDF format to [overdose@vitalstrategies.org](mailto:overdose@vitalstrategies.org) by March 15<sup>th</sup>, 2024
3. **Proposal Submission.** To be considered for this consultancy, please submit the following items:
  - a) Letter of interest to apply for this Bid
  - b) Detailed proposal (please see Annex B for scoring details)
    - i) including relevant work experience, brief description of relevant project experiences and links to work products if applicable, and total requested fee for project.
    - ii) Clearly demonstrate an understanding of the project goals, objectives, and deliverables.
    - iii) Demonstrated experience in stakeholder engagement, especially involving diverse groups including individuals with lived experiences, healthcare professionals, harm reduction, and governmental bodies.
    - iv) Demonstrated experience in working with programs that serve people who use drugs
    - v) Demonstrated experience providing training and technical assistance to community-based organizations
    - vi) Demonstrated experience in producing high-level written materials
  - c) Proposed budget estimate for the activities and deliverables described above, including a breakdown of proposed rates for the requested services, including individual tasks, costs, and expenditures incorporated into those rates.
  - d) Detailed outline and description of one or two prior consulting experiences (case studies) with similar scope.
  - e) Two professional references for similar work (including email/telephone contact info).

Proposals should be emailed in PDF format, together with any relevant supporting documentation, to: [overdose@vitalstrategies.org](mailto:overdose@vitalstrategies.org) with “**RE: Vital Strategies New Jersey Drug User Health Consultant**” in the subject line.

4. **Standard Agreement Terms:** Our standard agreement terms can be found in Annex A “Sample Service Provider Agreement.” If the bidder disagrees with any components, please return with any comments outlined in red with the bid.

## **ANNEX A: SAMPLE SERVICE PROVIDER AGREEMENT**

This agreement is dated as of \_\_\_\_\_ (“**Effective Date**”) between Vital Strategies, Inc. (“**Vital Strategies**”) a not-for-profit corporation organized under the laws of the State of New Jersey with authority to do business in the State of New York with business address at 100 Broadway, 4<sup>th</sup> Floor, New York, New York 10005, and \_\_\_\_\_ (the “**Service Provider**”) whose address is \_\_\_\_\_.

**Vital Strategies is engaging the Service Provider to provide the services set forth in this agreement pursuant to its work and mission.**

**Vital Strategies and the Service Provider therefore agree as follows:**

1. **DURATION:** This agreement shall commence on the Effective Date and shall end on \_\_\_\_\_.
2. **CONTRACT MANAGER:** \_\_\_\_\_, an employee of Vital Strategies (“**Contract Manager**”), shall be the primary person responsible for ensuring Vital Strategies fulfillment of its obligations under this agreement and monitoring the Service Provider’s fulfillment of the terms of this agreement.
3. **SCOPE OF WORK:** The Service Provider will perform work commissioned by Vital Strategies (the “**Scope of Work**”) in accordance with the general description of the project in Annex A and detailed plan and description in Annex B.

Site of work: \_\_\_\_\_.

### **4. CONSIDERATIONS AND PAYMENTS:**

4.1 The total maximum amount of the agreement shall not exceed U.S. \$ \_\_\_\_\_.

4.2 All payments shall be made in accordance with the approved budget found in Annex D and according to the payment schedule found in Annex E.

4.3 **Right to Audit:** The Service Provider shall establish and maintain a reasonable accounting system that enables Vital Strategies to readily identify the Service Provider’s assets, expenses, costs of goods, and use of funds. Vital Strategies and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from records relating to this agreement kept by or under the control of the Service Provider. Such records shall be made available to Vital Strategies during normal business hours at the Service Provider’s office or place of business and subject to a five day written notice.

5. **TRAVEL AND PERSONAL SAFETY:** The Service Provider acknowledges that any travel it undertakes in connection with this agreement is at its own risk.

### **6. NOTICES AND COMMUNICATION:**

6.1 Where in this agreement any communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or sent by e-mail to the address or addresses noted in Section 5.2. All communications sent by mail must also include an email specifying that notice by mail has been sent. The address of either party may be changed by notice in the manner set out in this provision.

6.2 All notices and communications concerning this agreement shall be addressed to the respective contact people as follows:

For Agreement-related Communications:	
<b>For Vital Strategies:</b> Name: Title: 100 Broadway, 4 <sup>th</sup> Floor New York, New York 10005 Email:	<b>For the Service Provider:</b> Name: Title: Company Name: Company Address:  Email:

For Project-related Communications:	
<b>For Vital Strategies:</b> Name: Title: Vital Strategies 100 Broadway, 4 <sup>th</sup> Floor New York, New York 10005 Email:	<b>For the Service Provider:</b> Name: Title: Company Name: Company Address:  Email:

**6.3** The Service Provider agrees to reasonable project-related communications by e-mail, phone or other means that are mutually agreeable to the parties and in accordance with the requirements found in Annex F.

## 7. SERVICES:

**7.1** The Service Provider shall promptly inform Vital Strategies of any possible change from the Scope of Work or any cause which may render the Service Provider unable to perform its obligations under this agreement. Any change from the Scope of Work shall be subject to prior written approval by Vital Strategies.

**7.2** Except as explicitly provided in this agreement, the Service Provider shall furnish and pay for all labor, materials, services, facilities, equipment, and computer resources (including the Service Provider's intellectual property rights) necessary to meet its obligations under this agreement.

## 8. DELIVERABLES:

**8.1 Related Documentation:** The Service Provider shall provide Vital Strategies with all related documentation that is customarily provided with the type of work described in the Scope of Work (that documentation, the "**Related Documentation**"). Related Documentation shall be accurate, current, complete, and sufficient to enable an individual reasonably skilled in the applicable subject matter to use and maintain the Related Documentation without reference to any other person or materials.

**8.2 Acceptance of Deliverables:** Vital Strategies shall review all deliverables under the Scope of Work as they are submitted (that review, the "**Acceptance Review**"). The Acceptance Review shall determine if the deliverables meet all relevant criteria established in the Scope of Work and in Section 3 of this agreement (these criteria, the "**Acceptance Criteria**"). If the work does not meet the Acceptance Criteria, Vital Strategies shall notify the Service Provider of any nonconformity and may request that the Service Provider remedy the nonconformity within a timeframe agreed upon with the Contract Manager. Payment under this agreement shall be withheld until the Acceptance Criteria are met.

## **9. INTELLECTUAL PROPERTY:**

**9.1** Vital Strategies is not transferring its intellectual property or any rights therein to the Service Provider or any of its collaborators or subcontractors.

**9.2** Upon completion of all payments provided herein, all work described in the Scope of Work shall be the property of Vital Strategies freely and without encumbrance.

**9.3** Notwithstanding this Section, the parties may agree in writing to authorized uses by the Service Provider of the work described in the Scope of Work and Annex B.

**10. WARRANTIES AND REPRESENTATIONS:** The Service Provider, including the signatory below, warrants and represents that it has full right, power, legal capacity, and authority to enter into this agreement and to carry out all of its terms. The Service Provider will ensure all aspects of the work to be performed pursuant to this agreement will conform to professional standards reasonably expected for the work provided and meet all deadlines specified in this agreement.

## **11. LIABILITY AND INDEMNIFICATION:**

**11.1** Vital Strategies, its officers, employees, and agents, shall not be liable for any injury to the person, including death, or for loss or damages to the property of the Service Provider or of anyone else, occasioned by, or in any way attributable to the Service Provider under this agreement unless such injury, loss, or damage is caused by the negligence of an officer, employee, or agent of Vital Strategies acting within the scope of their employment.

**11.2** The parties will mutually defend and forever hold each other and their officers, employees, and agents harmless against and from any and all third-party claims, lawsuits, judgments, and expenses arising out of any breach by the other party of any provision of this agreement or any misrepresentation made by the other party and its officers, employees, or agents. This paragraph shall survive the termination of this agreement.

**11.3** The Service Provider shall be fully responsible for and indemnify Vital Strategies against any liability, assessment, or claim for:

- i. taxation made against Vital Strategies arising from or made in connection with the performance of the Scope of Work, where such recovery is not prohibited by law;
- ii. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Service Provider or any substitute against Vital Strategies arising out of or in connection with the provision of the Scope of Work; and
- iii. any liability incurred as a result of the Service Provider's failure to comply with any of the obligations set out in Section 11.

**11.4** Vital Strategies may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Service Provider, where such recovery is not prohibited by law.

**11.5 SARS-CoV-2/COVID-19:** The parties acknowledge that there are inherent risks due to the ongoing pandemic of COVID-19. The Service Provider assumes all COVID-19 related risks in completing the Scope of Work and shall hold harmless and indemnify Vital Strategies from any COVID-19 related claim arising out of the completion of the Scope of Work.

## **12. DEFAULT AND TERMINATION:**

**12.1** This agreement may be terminated by either party at any time upon 30 days prior written notice of termination to the other party. If a party wishes to only terminate certain portions of this agreement or alter the Scope of Work, that must be done consistent with Section 20.

**12.2** Upon termination and settlement of payment for work performed before the date of termination, each party shall be fully and forever released and discharged from any legal and all obligations, covenants, or liabilities of whatsoever kind or nature in law or otherwise arising out of or in connection with this agreement.

**12.3** If a party breaches this agreement, then the other party may terminate this agreement, at their option and without prejudice to any of its other legal or equitable rights, by giving the party who committed the breach seven days' notice in writing, specifying the breach. Notwithstanding, if a conflict of interest is discovered, Vital Strategies may immediately terminate this agreement consistent with Section 13.

**12.4** If a party becomes insolvent or suspends its operations or files a voluntary petition or answer admitting to the jurisdiction of a court as to the material allegations of insolvency, or makes an assignment for the benefit of creditors, then the other party may immediately terminate this agreement by giving written notice of termination to the other party or its receiver.

**12.5** If this agreement is terminated by Vital Strategies pursuant to any of the paragraphs of this Section, the Service Provider is entitled to reimbursement for amounts expended or obligations duly incurred for a period no longer than 30 days following the date of termination that cannot be cancelled after the Service Provider has used its reasonable efforts to do so.

**12.6** Upon termination of this agreement, Vital Strategies shall cease to have any obligation to make any payment to the Service Provider in respect of the costs incurred by the Service Provider after the date of termination. If applicable, the amount of any excess cost paid to the Service Provider shall be recognized as being a debt due to Vital Strategies.

**13. NO AGENCY OR JOINT VENTURE:** The parties are independent, and this agreement shall not be construed to impose an agency relationship or joint venture between the parties.

**14. CONFLICT OF INTEREST:** The Service Provider confirms that, to the best of its knowledge, it has no current conflict of interest which would affect its work under this agreement. The Service Provider shall notify Vital Strategies immediately upon discovery of a conflict of interest.

**15. CONFIDENTIALITY:** The Service Provider shall treat as confidential, for this agreement period and thereafter, any non-public information to which the Service Provider becomes privy as a result of acting under this agreement (that information, the "**Confidential Information**"). The Service Provider shall not disclose any Confidential Information to any other person or party which is not participating in this agreement. The Service Provider shall keep the Confidential Information secure using reasonably accepted methods of security and protection based on the form of the information. This Section shall survive termination of this agreement.

**16. NON-EXCLUSIVITY:** Vital Strategies and the Service Provider do not have an exclusive relationship. Vital Strategies shall be free to select other service providers to conduct work that is within the expertise of the Service Provider. The Service Provider also retains the ability to conduct work on behalf of other parties subject to the limitations set out in Section 18.

**17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

**18. FORCE MAJEURE:**



**18.1** If any party hereto is prevented or delayed from performing its obligations under this agreement as a result of an overwhelming event caused by forces of nature or acts of people which cannot be anticipated or controlled (such event or act, a “**Force Majeure**”), such prevention or delay shall not be considered as a breach of this agreement and that party shall be relieved from its obligations for the duration of such Force Majeure, provided however that there is a direct relation between such prevention or delay and the Force Majeure.

**18.2** In the event of Force Majeure, the parties shall do their utmost to remedy the situation as quickly as possible. If the proper execution of the Scope of Work and this agreement is prevented or delayed due to Force Majeure beyond 30 days, either party shall be entitled to terminate this agreement with five days’ notice.

**19. TOBACCO AFFILIATION:** The Service Provider, in the past five years, has not had any business relationship with or knowingly received payment or other support from any tobacco product manufacturer or wholesaler, or from any e-cigarette or vaping manufacturer or wholesaler (“**These Industries**”), or any parent, affiliate, subsidiary, organization, or foundation with majority support from These Industries, or any person, interest group, advocacy organization, or other business or organization (other than a law firm or accounting firm) that represents the interests of These Industries (collectively, “**These Affiliates**”). The Service Provider currently does not accept and shall not accept financial or other support from These Industries or These Affiliates until at least one year after the end of this agreement. Failure to comply with this clause may constitute grounds for termination of this agreement and Vital Strategies shall have the right to demand and receive a return of all funds under this agreement, plus interest, as liquidated damages, other provisions of this agreement notwithstanding.

**20. HARASSMENT; DISCRIMINATION; EXPLOITATION:** Vital Strategies does not tolerate harassment, discrimination, retaliation, sexual or child trafficking, exploitation, or abuse, and we expect the same from everyone with whom we work. The Service Provider confirms: (i) it maintains and follows written policies that protect against harassment, discrimination, retaliation, and other workplace misconduct, and it provides mechanisms to report any such concerns; and (ii) it maintains a zero-tolerance policy against sexual and child trafficking, exploitation, and abuse and has taken measures to prevent and respond to such concerns, or alternatively, it agrees to abide by the provisions of Vital Strategies’ Protection from Sexual Exploitation and Abuse policy, which will be provided by the Contract Manager upon request. The Service Provider also agrees that it shall respond promptly to and cooperate in good faith with any potential misconduct investigation that Vital Strategies and its representatives may conduct into personnel performing obligations under or directly related to this Agreement.

**21. AMENDMENT, MODIFICATION, WAIVER:** This agreement may only be amended or supplemented by an agreement in writing signed by the parties. No waiver by any party of any of the provisions of this agreement shall be effective unless set forth in writing and signed by the party so waiving. No waiver shall operate or be construed as relieving the other party of any of its obligations under this agreement unless expressly stated. Not exercising a right under this agreement or only partially exercising a right under this agreement shall not be construed as a waiver of that right.

**22. GOVERNING LAW, JURISDICTION, VENUE:** This agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue in the state and federal courts in the State of New York, New York City, for the purpose of any legal proceeding relating to or arising under this agreement. Prior to any legal proceeding, the parties agree to attempt amicable settlement of any dispute through a meeting between officers or other authorized representatives of each party.

**23. COMPLIANCE:** The Service Provider will not enter into transactions with or provide any support to any individuals, entities, or groups subject to U.S. Treasury Office of Foreign Assets Control (“**OFAC**”) sanctions. The

Service Provider will comply with the Foreign Corrupt Practices Act of 1977, as amended (“**FCPA**”) and all applicable international and local country anti-bribery and anti-corruption laws.

**24. LOBBYING:** The Service Provider shall not engage in political campaigning or lobbying, as defined in Section 4911 of the U.S. Internal Revenue Code, under this agreement.

**25. ETHICAL CONDUCT:** Vital Strategies is committed to conducting itself according to the highest standards of ethical conduct and seeks to avoid even the appearance of impropriety in its actions. The Service Provider is encouraged to report any concerns about Vital Strategies or any member of its staff to Vital Strategies through any mechanism covered in this agreement or by using the Vital Reporting Line accessible via [vitalstrategies.org](http://vitalstrategies.org).

**26. PUBLICITY AND ANNOUNCEMENTS:** Each party agrees not to use the other party’s name or other marks in any advertising or other form of publicity without the other party’s prior written consent.

The parties are signing this agreement on the date set forth in the introductory clause.

---

Name:  
Title:

**VITAL STRATEGIES, INC.**

---

Name:  
Title:

## **ANNEX B: SCORING RUBRIC FOR REQUEST FOR BIDS**

### **Consultant Selection Criteria for the Drug User Health Training and Technical Assistance Project**

- 1. Qualifications and Experience (40 Points Total)**
  - a. Relevant Work Experience (10 Points)
    - i. Demonstrated experience in facilitating focus groups and gathering data, especially in a healthcare or substance use context.
    - ii. Demonstrated experience providing Technical Assistance to a variety of organizations
    - iii. Demonstrated experience creating toolkits or other educational materials.
  - b. Past Project Experiences (20 Points)
    - i. Description and relevance of similar projects they've undertaken.
    - ii. Quality, depth, and relevance of provided case studies.
  - c. Professional References (10 Points)
    - i. Strength of recommendations from provided references, especially those connected to similar projects.
- 2. Proposed Approach & Understanding (40 Points Total)**
  - a. Stakeholder Engagement Strategy (10 Points)
    - i. Methodology to ensure ongoing stakeholder engagement and collaboration.
    - ii. Approach to assessing the effectiveness of the implemented model and strategy for data collection, reporting, etc.
  - b. Approach to Facilitating Focus Groups (10 Points)
    - i. Clear methodology on conducting focus groups and capturing data.
    - ii. Understanding of the unique needs of the target population and strategy to develop the model.
  - c. Approach to Training and Technical Assistance (10)
    - i. Individual Technical Assistance
    - ii. Learning groups
  - d. Approach to Toolkit Development (10)
- 3. Budget and Cost Effectiveness (10 Points Total)**
  - a. Budget Clarity and Breakdown (5 Points)
    - i. Clear breakdown of rates, costs, and expenditures.
    - ii. Fairness and reasonability of proposed rates.
  - b. Overall Cost Effectiveness (5 Points)
    - i. Value for money based on the proposed scope and deliverables.
- 4. Deliverables (5 Points Total)**
  - a. Completeness of Deliverables (5 Points)
  - b. Comprehensive understanding of all deliverables outlined in the request.
- 5. Presentation and Clarity (5 Points Total)**
  - a. Overall Proposal Presentation (3 Points)
  - b. Clarity, organization, and professionalism in the presentation of the proposal.
  - c. Relevance and clarity of supporting documentation provided with the proposal (2 Points)

Total Points Available: 100 Points

Scoring Legend:

- 90-100 Points: Excellent; exceeds all expectations and requirements.
- 80-89 Points: Very Good; meets and in some areas exceeds the expectations and requirements.
- 70-79 Points: Good; meets the basic expectations and requirements.
- Below 70 Points: Unsatisfactory; fails to meet the basic expectations and requirements.