



Request for Proposal

New Jersey Drug User Health and Harm Reduction Racial Equity Grant

Proposal Due Date:

5:00PM EST **February 16th, 2023**



Background

[Vital Strategies](#) is the lead partner for states' work in the Bloomberg Overdose Prevention Initiative, launched in 2018 to tackle the overdose crisis in the United States. We are bringing a comprehensive approach to reduce overdose deaths in seven U.S. states where fatalities are among the highest in the country. Along with our Initiative partners—Pew Charitable Trusts, Johns Hopkins Bloomberg School of Public Health, CDC Foundation, and Global Health Advocacy Incubator—Vital Strategies is working to establish effective policy and program models that can be adapted and implemented across the country.

The crisis of overdose is affecting US communities everywhere. Progress against the still rising rates will require leadership across levels of government, and from communities, providers, institutions, and advocates. Leadership must include people who use drugs. We strive to promote innovation, improve quality, build scale, and ensure sustainability, grounded in data and evidence, and focused on racial equity. Our approach is multidisciplinary, inclusive, and responsive to local conditions.

Overdose fatalities are at an all-time high in Black and Indigenous communities in the United States. Over the past two years, we have seen national overdose death rates among Black men increase rapidly, and at a dramatically faster rate than white men.¹ This national trend is mirrored in New Jersey.² Historically, these populations have been disregarded for their drug use, primarily due to the War on Drugs and structural racism. As a consequence, Black, Indigenous, and People of Color (BIPOC) drug users have not received the same level of care and support as their white counterparts, and are now experiencing exponential increases in overdose. These data demonstrate that overdose prevention and harm reduction services must focus on Black, Indigenous, and other People of Color communities to effectively reverse these trends.

Purpose

Vital Strategies is requesting proposals from Black, Indigenous, and People of Color (BIPOC)-lead organizations to provide racially equitable Harm Reduction services to people who use drugs (PWUD) within the state of New Jersey. These services should be provided through means of outreach so to meet the population where they are and to reduce as many barriers as possible. The goal of this project is to increase awareness of safer use practices and to reduce the incidence of negative health effects and the number of fatal overdoses among BIPOC PWUD in New Jersey. Additionally, Vital Strategies asks that participating organizations enhance their own Harm Reduction knowledge and understanding, as well as work with fellow grassroots organizations and state-wide organizations to share lessons learned and best practices.

Funding will be for one year, beginning March 1st, 2023, and is not to exceed **\$95,000**. Vital Strategies plans to fund up to **5** programs.

¹ [JAMA Network](#)

² [Kaiser Family Foundation](#)

Scope of Work

Organization Requirements

- Must be one of the following: 501(C)(3), Have a fiscal sponsor, mutual aid group
- BIPOC-lead
- Must provide services to Black and POC people who use drugs
- Participate in monthly harm reduction network meeting
- Staff that represent the population being served
- Regular meetings with Vital Strategies to discuss program implementation, successes, and hurdles.
- Submit progress reports to Vital Strategies on a quarterly basis.
 - Due Dates: June 15th, 2023; September 15th, 2023; January 15th, 2024; March 15th, 2024 (4th quarter and cumulative report)

Service Requirements

- Engages in place-based programming specifically serving populations underrepresented in treatment or harm reduction settings.
- Offer services outside of the “normal working hours” including nights and/or weekends
- Participate in trainings ([listed below](#)) to develop service delivery skills and learn best practices.
- Implement Harm Reduction practices in conjunction with services that are already delivered by the program
- Harm Reduction services including but not limited to; dissemination of safe drug use supplies, sex kits, case management, Overdose Education and Naloxone distribution (OEND), HCV/HIV testing, pregnancy testing, wound care kits, Hygiene Kits, menstruation kits.
- Work towards partnerships with local social and healthcare services to provide connections to care including, but not limited to; HCV, HIV, pregnancy, wound care, DV, housing, benefits, Medication for Opioid Use Disorder (MOUD)
- Use innovative and expansive outreach strategies to engage underserved populations
- Stipend program participants to help build programming and create connections to unserved groups

Training Requirements for Program Staff

- Harm Reduction
- Overdose prevention, recognition, and reversal
- De-escalation
- Trauma-informed care
- Cultural humility and Implicit bias
- Data collection and analysis
- Advocacy and collaboration
- Communication and media engagement
- Administrative capacity building, grantmaking, and non-profit management



Deliverables

- Work in coordination with BIPOC-led service providers to share knowledge and best practices and build relationships to support service delivery.
 - To include stakeholders from various agencies and community-based organizations and people with lived experience
- Measurable linkage to; care for individuals with STIs and use-related infections, mental health and substance use therapies, MOUD, recovery supports, etc.
 - Linkages can be coordinated through partnerships with other organizations
- Increase in knowledge and understanding of Harm Reduction among program staff
- Expansion of services provided measured by the number of persons served and number of supplies disseminated

Proposal Requirements

Provide a narrative to each section listed below using [this Google form](#).

1. Organization Contact
 - a. Name of Organization
 - b. Name of submitter and contact information
 - c. Mailing address
2. Organizational background
 - a. Program history
 - b. Current services provided
 - c. Description of history working with people who use drugs
 - i. If you do not currently work with PWUD, describe why the services you currently provide can benefit this community
 - d. Demonstrate community need for Harm Reduction services
3. Your organization's space and working hours
 - a. Provide the address if you have a brick-and-mortar location
 - b. If you are strictly mobile, include the neighborhoods you visit and the days/times you provide services.
4. Project description
 - a. Objective of the newly funded project
 - b. Methods the program will use to reach the target population
 - i. i.e., outreach, partnering with community organizations, connections with local businesses, social media advertisements, etc.
 - c. Discuss partnerships that the program will foster to enhance service delivery and success
 - d. Provide a general work plan for the funding cycle, including:
 - i. Staff that will be working on the project
 - ii. Trajectory of the project



5. Budget
 - a. Provide a 1-year budget and budget justification (see sample budget in [Appendix I](#))

6. Evaluation and Sustainability
 - a. How will you measure the outcomes of the project?
 - b. What process steps will your team take to make sure the deliverables are met?
 - c. What is your plan to ensure that the program will be sustained after funding has ended?

7. Technical assistance needs
 - a. Other than the trainings deemed required for participation in this grant, state what trainings program staff would need regarding Harm Reduction and drug user health to successfully provide services?
 - b. What administrative or organizational capacity building support does your organization need to successfully conduct this work and support the sustainability of the organization?
 - c. Any other potential needs for support.

For the Applicant

- Submit any questions using this [Google form](#)
- Submit all proposals using this [Google form](#)
- Scoring rubric can be found [here](#)
- Example of the subgrant agreement can be found [here](#)

Timeline

January 9 th , 2023	RFP released
January 16 th , 2023	Questions due
January 20 th , 2023	Answers posted
January 23 rd , 2023	RFP Webinar
February 16 ^h , 2023	Proposal due
February 22 nd , 2023	Notification of decision
March 8 th , 2023	Funding begins



Appendix I: Example Budget

Please use this fillable template and upload to the RFP submission Google form: [Budget Template](#)

Below is an example Budget:

Name of Organization: Example Budget									
Project: Racial Equity and Harm Reduction									
Grant Period: January 1, 2022- December 31st, 2022									
Vital Strategies Budget Code:									
A. Personnel									
Staff	Title	Cost	Year 1 Salary (\$)	Year 1 - FTE (%)	Year 1 Total	Year 2 Salary	Year 2 - FTE	Year 2 Total	
<i>(staff name)</i>	<i>(staff title)</i>	\$ -			-			-	
John Smith	Harm Reductionist Specialist	\$ 20,000	20,000	100%	20,000			-	
Jane Doe	Program Manager	\$ 20,000	20,000	100%	20,000			-	
Total Personnel		\$ 40,000							
Description of duties									
B. Fringe Benefits									
		Percent Fringe	25% Fringe changes with each program, and depends on how much each employee costs your business						
		Total Fringe	\$ 10,000						
		Total Personnel and Fringe	\$ 50,000						
C. Travel/Meetings/Workshops									
Purpose of Travel/Location	Computation	Cost							
Outreach	outreach 3x a week x miles @ \$x per mile	\$ 500							
trainings	ticket price for 3 staff @ \$100/piece	\$ 300							
Travel for training	travel from office to location and back	\$ 50							
Total Travel		\$ 850							
Description of travel/meeting/workshop activities									
D. Equipment									
Item	Computation	Cost							
Harm reduction supplies (injection kits etc)		\$ 15,000.00							
Outreach phone	Phone and plan for one year	\$ 300							
naloxone	500 doses @ \$9/dose	\$ 4,500							
Total Equipment		\$ 19,800							
Description of equipment									
E. Contracts/Consulting									
Item	Computation	Cost							
Total Contracts/Consulting		\$ -							
Description of contracts/consulting									
F. Advertising/Media/Communications									
Item	Computation	Cost							
Palm cards	500 cards @ \$.50/piece	\$ 250							
Total Advertising/Media/Communications		\$ 250							
Description of advertising/media/communications									
G. Other Direct Costs									
Item	Computation	Cost							
<i>EXAMPLE: Postage/Shipping</i>									
Total Other Direct Costs		\$ -							
Total Direct Costs Budget		\$ 70,900							
Total Indirect Costs									
Total Project Costs		\$ 70,900							

Appendix II: Scoring Rubric

Criteria Dimensions	Scale (Highest number is best)	Reviewer Score
Baseline Eligibility		
Does the proposal fit within the scope of the harm reduction strategies described in the RFP or provide a clear alternate strategy aligned with intent of the RFP?	YES / NO	
If YES , then application is eligible, and reviewers may proceed with scoring. If NO , then application is not eligible, and reviewers may stop here.		
Fidelity to and commitment to racial equity approach, harm reduction framework		
Harm Reduction Framework: How strongly does the proposal align with a harm reduction framework and principles?	1 to 10	
Racial Equity Commitment: How clear is the plan for the proposed activities to advance racial equity?	1 to 15	
Inclusion plan: To what degree are harm reduction providers and people with lived experience involved in guiding and decision-making for the proposed project?	1 to 10	
Quality and clarity of the proposal		
Agency leadership, staffing and membership: To what degree, is agency leadership and decision-making authority comprised of Black, Indigenous and other people of color and other marginalized groups? How reflective is the composition of staff, members, constituents, etc. of the agency reflective of the community they seek to work with	1 to 15	
Agency capacity: What is the level of the applicant's capacity, buy-in from essential partners, and relationships with the population to be served, to perform the proposed activities?	1 to 10	



Scope of work: To what degree are the proposed activities grounded in evidence, reflecting best practices, and aligned with priority harm reduction strategies?	1 to 15	
Workplan and timeline: To what degree does the workplan have clear deliverables and appropriate timelines?	1 to 10	
Evaluation plan: How clear is the data collection plan to evaluate project objectives?	1 to 5	
Budget: How strongly are the proposed expenditures appropriate, feasible, and focused on proposed strategy?	1 to 5	
Reach and Impact		
Focus and reach: To what degree is the proposed project likely to reach BIPOC populations and other marginalized groups who are highest risk in the community, and does it serve to reduce health disparities?	1 to 15	
Jurisdictional level of need: To what degree does the relevant jurisdiction show indicators of need, e.g. fatal and nonfatal overdose rates and other key health indicators?	1 to 5	
Sustainability and Continuity		
Sustainability: How clear is the sustainability and continuity plan?	1 to 10	
Total Score	Out of 125	



Appendix III: Sample Subgrant agreement

SUBGRANT 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, 4th Floor, New York, New York 10005, and _____ (the “**Subgrantee**”) whose address is _____.

Vital Strategies is making a subgrant to Subgrantee as part of the _____ project. A general description of the Subgrantee’s work is found in Annex A.

Vital Strategies and the Subgrantee agree as follows:

1. **DURATION:** This agreement shall commence on the Effective Date and shall end on _____. This agreement may be extended subject to satisfactory performance and availability of funds.
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 Subgrantee’s fulfillment of the terms of this agreement.
3. **SCOPE OF WORK:** A general description of the Subgrantee’s work is found in Annex A. The Subgrantee shall perform work commissioned by Vital Strategies as described in Annex B. The Subgrantee shall maintain appropriate staff to carry out its obligations under this agreement as described in Annex C.

Site of work: _____.

4. CONSIDERATIONS AND PAYMENTS:

- 4.1 The maximum payment amount of the contract shall be U.S. \$_____ (“**Grant Funds**”).
- 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 All expenses shall only be paid upon prior approval of the Contract Manager and according to Vital Strategies’ policies and procedures upon submission and approval of invoices.



4.4 All Grant Funds must be expended exclusively for charitable purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code (the “Code”). Grant Funds, as well as any interest earned thereon, may not be expended for any other purpose without the prior written approval of Vital Strategies. Any Grant Funds not expended or committed for the purposes of the Grant in accordance with the terms of this agreement must be returned to Vital Strategies within 90 days of the expiration or termination of this agreement, unless otherwise agreed in writing by Vital Strategies and the Subgrantee.

4.5 **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 Subgrantee of any nonconformity and may request that the Subgrantee 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.

5. NOTICES AND COMMUNICATION:

5.1 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.

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

For Agreement-related Communications:	
For Vital Strategies: Name: Daliah Heller Title: Vice President, Drug Use Initiatives Vital Strategies 100 Broadway, 4 th Floor New York, New York 10005 Email: DHeller@vitalstrategies.org	For the Subgrantee: Name: Title: Company Name: Company Address: Email:



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

5.3 The Subgrantee 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.

5.4 **Related Documentation:** The Subgrantee 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.

6. INELIGIBLE COSTS:

6.1 The following costs are considered ineligible for reimbursement with Grant Funds: i) debts and provisions for losses or debts; ii) interest owed; iii) items already financed in another framework; iv) currency exchange losses; and v) taxes.

6.2 **Recovery:** The Subgrantee undertakes to repay any amounts paid in excess of the approved amount to Vital Strategies within 30 days of receiving a request to do so. Should the Subgrantee fail to make repayment within the established deadline, Vital Strategies may (unless the Subgrantee is a government agency) increase the amounts due by adding interest at the rate applied by the Federal Reserve Bank of the United States. Bank charges incurred by the repayment of amounts due to Vital Strategies shall be borne entirely by the Subgrantee.

7. **FINANCIAL REPORTING:** The Subgrantee shall provide periodic reports on Grant Funds in accordance with the reporting schedule and requirements found in Annex F.



7.1 Account Management: The Subgrantee shall maintain any funding received under this agreement in a separate account, whenever reasonably possible. At no time shall Subgrantee use any funds received under this agreement for any purpose except those set forth in this agreement and its annexes or as expressly permitted in writing by the Contract Manager.

7.2 Right to Audit: The Subgrantee shall establish and maintain a reasonable accounting system that enables Vital Strategies to readily identify the Subgrantee'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 Subgrantee. Such records shall be made available to Vital Strategies during normal business hours at the Subgrantee's office or place of business and subject to a five-day written notice.

8. INTELLECTUAL PROPERTY:

8.1 Vital Strategies is not transferring its intellectual property or any rights therein to the Subgrantee or any of its collaborators or subcontractors.

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

8.3 Notwithstanding this Section, the parties may agree in writing to authorized uses by the Subgrantee of the work described in the Scope of Work and Annex B.

9. WARRANTIES AND REPRESENTATIONS: The Subgrantee 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 Subgrantee further warrants and represents that the signatory is a duly authorized representative with full powers to sign this agreement on its behalf. The Subgrantee will ensure all aspects of the work to be performed pursuant to this agreement will conform to Vital Strategies' standards and meet all deadlines specified in this agreement and its annexes. The Subgrantee warrants and represents that any and all materials submitted under this agreement are not and have never been published in any format with any organization that may still own proprietary rights to the materials. The Subgrantee warrants and represents that any and all materials are not currently in the public domain. If any part of the materials have been copyrighted, an original letter of permission from the copyright holder to use the work shall be submitted to Vital Strategies.

10. LIABILITY AND INDEMNIFICATION:

10.1 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 Subgrantee or of anyone else, occasioned by, or in any way attributable to the Subgrantee 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.

10.2 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.

10.3 SARS-CoV-2/COVID-19: The parties acknowledge that there are inherent risks due to the ongoing pandemic of COVID-19. The Subgrantee 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.

11. DEFAULT AND TERMINATION:

11.1 This agreement may be terminated by either party at any time upon 30 days prior written notice of termination to the other party.

11.2 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.

11.3 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.

11.4 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.

11.5 If this agreement is terminated by Vital Strategies pursuant to any of the paragraphs of this Section, the Subgrantee 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 Subgrantee has used its reasonable efforts to do so.



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

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

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

14. CONFIDENTIALITY: The Subgrantee shall treat as confidential, for this agreement period and thereafter, any non-public information to which the Subgrantee becomes privy as a result of acting under this agreement (that information, the “**Confidential Information**”). The Subgrantee shall not disclose any Confidential Information to any other person or party which is not participating in this agreement. The Subgrantee 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.

15. NON-EXCLUSIVITY: Vital Strategies and the Subgrantee do not have an exclusive relationship. Vital Strategies shall be free to select other subgrantees to provide subgrants under this project. The Subgrantee also retains the ability to conduct work on behalf of and receive grants from other parties subject to the limitations set out in Section 18.

16. 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.

17. FORCE MAJEURE:

17.1If 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.

17.2In 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.

- 18. TOBACCO AFFILIATION:** The Subgrantee, 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 Subgrantee 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.
- 19. 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 Subgrantee 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 Subgrantee also agrees that it shall respond promptly to and cooperate in good faith with any potential misconduct investigation that Vital Strategies, its donors, and its representatives may conduct into personnel performing obligations under or directly related to this Agreement.
- 20. 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.
- 21. 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.
- 22. COMPLIANCE:** The Subgrantee will not enter into transactions with or provide any support to any individuals, entities, or groups subject to U.S. Treasury Office of Foreign Asset Control (“**OFAC**”) sanctions. The Subgrantee 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. The Subgrantee will not pay any Grant Funds to, or on behalf of, any U.S. government official.

- 23. LOBBYING:** The Subgrantee shall not engage in political campaigning or lobbying, as defined in Section 4911 of the Code, under this agreement.
- 24. ASSESSMENT AND MONITORING:** The Subgrantee agrees to provide information requested by Vital Strategies as part of its assessment and monitoring of the Subgrantee's ability to fulfill the requirements of this agreement. Any unreasonable withholding of information or falsification of information shall be considered a breach of this agreement.
- 25. TRAVEL AND PERSONAL SAFETY:** The Subgrantee acknowledges that any travel it undertakes in connection with this agreement is at its own risk and expense, unless otherwise agreed upon in this agreement. The parties recognize that there are inherent safety and security risks involved in the implementation of this project. The Subgrantee agrees to have in place adequate safety and security protocols, support systems and insurances required to implement the project in a safe manner.
- 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.
- 27. 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 Subgrantee 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.

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

Name:

Title:

VITAL STRATEGIES, INC.

Name:

Title:





Annex A

General Description of Project



Annex C
Staff List



Annex E
Payment Schedule

In consideration for the work to be performed by the Subgrantee in fulfillment of the obligations described in Section 3 and Annex B, Vital Strategies shall pay the Subgrantee:

Accomplished Deliverable	Payment Amount
Signature of contract	\$
Completion of deliverables in Section 3 and Annex B	\$

1. The total maximum amount of the agreement shall not exceed U.S. \$ [REDACTED] (the total of all payments listed above).
2. No payment shall be made without delivery of a signed invoice and approval by the Contract Manager.
3. All payments shall be made in U.S. dollars and deposited into the account identified by the Subgrantee by submitting information at the following online portal: [Vendor Bank Payment Information Form](#)
4. Any gain or loss related to exchange rate fluctuation shall be borne by the Subgrantee. All bank fees shall be borne by the Subgrantee.
5. Reasonable estimated expenses related to the performance of this agreement must be included in Annex D to be eligible for reimbursement by Vital Strategies. Reimbursement for expenses shall only be eligible for reimbursement upon approval by the Contract Manager prior to the expense being incurred and submission of an invoice after the expense is incurred. All other work fees and expenses, including those for travel and assignments, shall be borne by the Subgrantee unless otherwise specified in Annex D.



Annex F
Reporting Schedule



Annex G

Logic Model

[paste logic model template here when complete]