

# Request for Proposals

## Purpose and Scope

Vital Strategies seeks to partner with an individual, group, or organization with demonstrable experience and expertise in compiling and analyzing state program, grant, and agency budgets. The preferred partner will demonstrate knowledge and expertise in state financing strategies and federal funding streams addressing overdose response and/or substance use. The anticipated project start date is January 3, 2023, and anticipated project end-date is January 31, 2024. This project will be completed in partnership with the Pew Charitable Trusts.

## 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. Specific programs include road safety, obesity prevention, tobacco control, and data for health. Activities take place in a range of low- and middle-income cities in over 60 countries.

Our experts provide technical and professional guidance to partners and government agencies. We speak out, through press releases, publications, social media, and participation in convenings and conferences against the practices of tobacco and the sugary drinks industries. Vital Strategies does not accept gifts or funds from industries related to tobacco, sugary drinks and alcoholic drinks. We actively seek to engage with stakeholders who share our values and seeks to work with partners who endorse and encourage the highest ethical work practices and standards.

## Vital Strategies Overdose Prevention Program

Amidst the still escalating US overdose crisis, states are positioned to shape their local landscapes to equip and strengthen a health-based response that reverses this trend. As a partner in the Bloomberg Overdose Prevention Initiative, Vital Strategies leads efforts in seven states to reduce overdose deaths. The initiative launched the current five-year cycle of work in winter 2022 and includes funding and technical assistance to governments and communities towards an equitable and sustainable reduction in overdose deaths in each focus state. The seven focus states are Kentucky, Michigan, New Jersey, New Mexico, North Carolina, Pennsylvania, and Wisconsin.

Advising and supporting state and local governments to reduce overdose deaths with policy and program implementation is a critical component of the state-based work. These efforts involve multiple sectors and include at minimum the government agencies responsible for public health, behavioral health, human services, Medicaid, and criminal justice, respectively. State

governments receive significant resources from the federal government earmarked to address substance use, and opioid and overdose response, in the form of appropriated allocations and grants. Other federal funding streams to states are also implicated in funding that directly impacts overdose, including Medicaid, children and family services, and law enforcement, among others. In addition, states invest local tax-levy revenue in programs and services that influence overdose, and opioid abatement funds now enhance and expand these budget lines as the settlement dollars begin to flow into the states and counties.

The Vital Strategies team has established strong relationships with state governments in each of the focus states, maintaining frequent, regular contact with state leads to support communication, coordination, and collaboration across work streams. As part of the initiative, Vital Strategies has a considerably smaller amount (\$10 million) per state to fund projects that will catalyze, connect, complement, and scale best practices and innovative models of services and care for reducing overdose deaths. Through network development and relationship-building with key actors across the state landscape, Vital Strategies gathers information to identify perceived gaps and needs and help to guide initiative activities and investments in the state.

## **Partnership with the Pew Charitable Trusts**

The Pew Charitable Trusts (Pew) is a partner with Vital Strategies in the Bloomberg Overdose Prevention Initiative. Pew is developing a set of five to ten state behavioral health financing principles that will inform its technical assistance to the focus states. These principles will be developed through a consensus process with experts and stakeholders from across the country. The state financing principles will consist of concrete and actionable steps states can take to improve how they pay for behavioral health services to improve access and quality and ensure equitable outcomes for all people with behavioral health needs.

## **Objective/s**

Vital Strategies is interested in conducting an analysis of state financing in each of the seven focus states, to capture and represent the significant and diverse funding that supports substance use disorder and overdose-related programs and activities through state agencies. Such analysis would identify where and how funds are currently invested and could help to highlight outstanding gaps and needs. This analysis will be used by Pew as a baseline assessment to guide areas for technical assistance to each of the focus states. The state financing analysis will identify areas where policy changes in the respective states could help to align them with the state behavioral health financing principles.

To conduct this analysis, we seek to partner with an individual, group, or organization with demonstrable experience and expertise in compiling and analyzing state program, grant, and agency budgets. Pew will also draw on its significant state fiscal experience and expertise to support this work. The preferred partner will demonstrate knowledge and expertise in state financing strategies and federal funding streams addressing overdose response and/or substance use.

## Project Overview and Services Requested

### *State Financing Analyses*

Through our relationships with state leads in each of the seven focus states, Vital Strategies will facilitate consultant access to information and resources on state government funding and spending, including through direct connections and permissible data-sharing. The preferred partner will have existing relationships with state Medicaid leaders that supports quick access to needed Medicaid information.

The anticipated product of this analysis would define, describe, and quantify annual ongoing and one-time investments by program, funding stream, agency and end recipients, timeframe, etc. for each focus state. The product will focus on analyses of state spending through Medicaid, the Substance Abuse Prevention and Treatment (SAPT) Block Grant, State Opioid Response (SOR) grant, and the opioid settlement funds. If there are challenges collecting the relevant data, a mutually agreed upon set of questions that can be answered by the data collected will determine the scope of the product, with a focus on answering key policy-focused questions.

### *Research Questions*

The analyses of state spending should reflect key state funding policy decisions. Final research questions will be determined through mutual agreement between Vital Strategies, Pew, and the selected contractor based on timeline and data accessibility. Here are examples of the types of questions that are of interest to Vital Strategies and Pew:

#### Medicaid

- Does the state Medicaid plan cover all the services that the Center for Medicare and Medicaid Services (CMS) allows for substance use disorder (SUD)?
- How do reimbursement rates compare between Medicaid, Medicare, and private insurance plans for SUD services?
- Does the state Medicaid plan reimburse for team-based care coordination services for people with SUD?

#### SAPT Block Grant

- What percent of providers that treat opioid use disorder (OUD) receiving SAPT Block Grant funds do not offer medications for opioid use disorder (MOUD)? What percent of the same providers administer or prescribe MOUD? How is this assessed?
- Is the state using Block Grant funds to pay for Medicaid reimbursable services? What services? What percent of Block Grant funds are used to pay for these services?

- What percent of providers receiving SAPT Block Grant funds are located in communities where a majority of the population are people of color? For SAPT Block Grant funded services, what percent of people by race/ethnicity in treatment for OUD are administered/prescribed MOUD?

#### SOR Grant

- What percent of providers that treat opioid use disorder (OUD) receiving SOR funds do not offer medications for opioid use disorder (MOUD)? What percent of the same providers administer or prescribe MOUD?
- Is the state using SOR funds to pay for Medicaid reimbursable services? What services? What percent of SOR funds are used to pay for these services?
- What percent of providers receiving SOR funds are in communities where a majority of the population are people of color? For SOR funded services, what percent of people that receive OUD treatment are administered/prescribed MOUD by race/ethnicity?
- What percent of SOR funds are given to providers for infrastructure costs (e.g. capital improvements or clinic expansion)?
- What percent of SOR funds are paying for services in the criminal justice system? What are these services, and what are the respective areas of the system where they are offered?
- What percent of SOR funds are paying for naloxone, and what is the amount?
- What percent of SOR funds are paying for harm reduction services, and what is the amount? What are these services and line item costs, specifically?

#### Opioid Settlement

- What percent of settlement funds are allocated for one-time provider infrastructure costs, including capital costs for provider clinic expansion?
- What percent of settlement funds are allocated for services that can be reimbursed by Medicaid?
- What percent of providers receiving settlement funds are located in communities where a majority of the population are people of color?
- What percent of SOR funds are paying for harm reduction services, and what is the amount? What are these services and line item costs, specifically?
- What percent of SOR funds are paying for services in the criminal justice system? What are these services, and what are the respective areas of the system where they are offered?

**Timeline:** The contractor should plan to provide initial analyses on at least three states by July 2023, and the remaining state analyses by January 2024.

## Budget

The anticipated available budget for this project is \$150,000 - \$200,000.

## Insurance Terms

Service Provider shall be required to maintain the following insurances for the duration of the contract and provide Vital Strategies with documentation of such insurance:

1. General liability insurance coverage of no less than \$1 million with a waiver of subrogation and listing vital strategies as additional insured,
2. Workers compensation insurance and Employers Liability Insurance of not less than \$500k for each accident with a waiver of subrogation
3. Umbrella insurance not lower than \$1 million
4. Professional liability of no less than \$1 million

## Instructions for Respondents

1. **Contact Person.** Service providers 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 December 9, 5.00 PM EST.
3. **Proposal Submission.** Proposals shall include respondent information, all supporting documentation outlined in Annex B, and be emailed in PDF format, together with any relevant supporting documentation, to:

[overdose@vitalstrategie.org](mailto:overdose@vitalstrategie.org)

with **RE State Financing Analyses** in the subject line, by **5:00 PM EST on December 9, 2022.**

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

## Vital Strategies and Respondent Contact Information

VITAL STRATEGIES Contact Information	
Company Name	Vital Strategies
Company Address	100 Broadway, 4 <sup>th</sup> Floor, New York, NY 10005
Company Website	<a href="http://www.vitalstrategies.org">www.vitalstrategies.org</a>
Contract Manager	



100 Broadway, 4th Floor  
New York, NY 10005, USA

+1 212 500 5720  
vitalstrategies.org

Offices  
New York | Paris | Singapore | Jinan | São Paulo

<b>Contract Manager Email Address</b>	overdose@vitalstrategies.org
<b>RESPONDENT Information</b>	
<b>Respondent/ Company Name</b>	
<b>Respondent/ Company Address</b>	
<b>Respondent Address/Company Website &amp; Address</b>	
<b>Primary Contact</b>	
<b>Primary Contact Email</b>	
<b>Authorized Signatory Name</b>	
<b>Authorized Signatory Title</b>	
<b>Existing Contract Information</b>	
<b>Current Contract with Vital Strategies?</b>	Yes / No
<b>If Yes, Name of Vital Strategies Contract Manager</b>	
<b>Implementation Timeline of Existing Contract</b>	

## Annex A

### Scope of Work

**Effective Date: January 3, 2023 (anticipated)**

**Termination Date: January 31, 2024 (anticipated)**

**Site of work (City): N/A**

**Site of work (Country): USA**

**Project Overview:**

1. Background for requesting the service:

Vital Strategies is interested in conducting an analysis of state financing in each of the seven focus states, to capture and represent the significant and diverse funding that supports substance use disorder and overdose-related programs and activities through state agencies. Such analysis would identify where and how funds are currently invested and could help to highlight outstanding gaps and needs. This analysis will be used by Pew as a baseline assessment to guide areas for technical assistance to each of the focus states. The state financing analysis will identify areas where policy changes in the respective states could help to align them with the state behavioral health financing principles.

To conduct this analysis, we seek to partner with an individual, group, or organization with demonstrable experience and expertise in compiling and analyzing state program, grant, and agency budgets. Pew will also draw on its significant state fiscal experience and expertise to support this work. The preferred partner will demonstrate knowledge and expertise in state financing strategies and federal funding streams addressing overdose response and/or substance use.

#### *State Financing Analyses*

Through our relationships with state leads in each of the seven focus states, Vital Strategies will facilitate consultant access to information and resources on state government funding and spending, including through direct connections and permissible data-sharing. The preferred partner will have existing relationships with state Medicaid leaders that supports quick access to needed Medicaid information.

The anticipated product of this analysis would define, describe, and quantify annual ongoing and one-time investments by program, funding stream, agency and end recipients, timeframe, etc. for each focus state. The product will focus on analyses of state spending through Medicaid, the Substance Abuse Prevention and Treatment (SAPT) Block Grant, State Opioid Response (SOR) grant, and the opioid settlement funds. If there are challenges collecting the

relevant data, a mutually agreed upon set of questions that can be answered by the data collected will determine the scope of the product, with a focus on answering key policy-focused questions.

### *Research Questions*

The analyses of state spending should reflect key state funding policy decisions. Final research questions will be determined through mutual agreement between Vital Strategies, Pew, and the selected contractor based on timeline and data accessibility. Here are examples of the types of questions that are of interest to Vital Strategies and Pew:

#### Medicaid

- Does the state Medicaid plan cover all the services that the Center for Medicare and Medicaid Services (CMS) allows for substance use disorder (SUD)?
- How do reimbursement rates compare between Medicaid, Medicare, and private insurance plans for SUD services?
- Does the state Medicaid plan reimburse for team-based care coordination services for people with SUD?

#### SAPT Block Grant

- What percent of providers that treat opioid use disorder (OUD) receiving SAPT Block Grant funds do not offer medications for opioid use disorder (MOUD)? What percent of the same providers administer or prescribe MOUD? How is this assessed?
- Is the state using Block Grant funds to pay for Medicaid reimbursable services? What services? What percent of Block Grant funds are used to pay for these services?
- What percent of providers receiving SAPT Block Grant funds are located in communities where a majority of the population are people of color? For SAPT Block Grant funded services, what percent of people by race/ethnicity in treatment for OUD are administered/prescribed MOUD?

#### SOR Grant

- What percent of providers that treat opioid use disorder (OUD) receiving SOR funds do not offer medications for opioid use disorder (MOUD)? What percent of the same providers administer or prescribe MOUD?
- Is the state using SOR funds to pay for Medicaid reimbursable services? What services? What percent of SOR funds are used to pay for these services?
- What percent of providers receiving SOR funds are in communities where a majority of the population are people of color? For SOR funded services, what percent of people that receive OUD treatment are administered/prescribed MOUD by race/ethnicity?
- What percent of SOR funds are given to providers for infrastructure costs (e.g. capital improvements or clinic expansion)?



- What percent of SOR funds are paying for services in the criminal justice system? What are these services, and what are the respective areas of the system where they are offered?
- What percent of SOR funds are paying for naloxone, and what is the amount?
- What percent of SOR funds are paying for harm reduction services, and what is the amount? What are these services and line item costs, specifically?

#### Opioid Settlement

- What percent of settlement funds are allocated for one-time provider infrastructure costs, including capital costs for provider clinic expansion?
- What percent of settlement funds are allocated for services that can be reimbursed by Medicaid?
- What percent of providers receiving settlement funds are located in communities where a majority of the population are people of color?
- What percent of SOR funds are paying for harm reduction services, and what is the amount? What are these services and line item costs, specifically?
- What percent of SOR funds are paying for services in the criminal justice system? What are these services, and what are the respective areas of the system where they are offered?

**Timeline:** The contractor should plan to provide initial analyses on at least three states by July 2023, and the remaining state analyses by January 2024.

## 2. Price/remuneration information

- All payments shall be made in U.S. dollars based on a fixed hourly rate
- The proposal shall include a breakdown of proposed hourly rates for the requested services, including individual tasks, costs, and expenditures incorporated into those rates.

## 3. Deliverables

Please reference the *Project Overview* and *Services Requested* sections above.

## Annex B

**To be considered for this consultancy, please submit the following items:**

1. Letter of interest, including relevant work experience, link, and brief description (two sentences) of relevant project experiences, and total requested fee for project.
2. Proposed budget/cost estimate, including include a breakdown of proposed fixed hourly rates for the requested services, including individual tasks, costs, and expenditures incorporated into those rates.
3. Detailed outline and description of one or two prior consulting experiences (case studies) with similar scope.
4. Two professional references for similar work (including email/telephone contact info).

## ANNEX C

# 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: Daliah Heller Title: Vice President, Drug Use Initiatives Vital Strategies 100 Broadway, 4 <sup>th</sup> Floor New York, New York 10005 Email: DHeller@vitalstrategies.org	<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.



100 Broadway, 4th Floor  
New York, NY 10005, USA

+1 212 500 5720  
[vitalstrategies.org](http://vitalstrategies.org)

**Offices**  
New York | Paris | Singapore | Jinan | São Paulo

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

---

Name:

Title:

**VITAL STRATEGIES, INC.**

---

Name:

Title:



100 Broadway, 4th Floor  
New York, NY 10005, USA

+1 212 500 5720  
[vitalstrategies.org](http://vitalstrategies.org)

**Offices**  
New York | Paris | Singapore | Jinan | São Paulo

## **Annex A**

### General Description of Project

**Annex B**

## Scope of Work

**Project:****Funder:****Service Provider:****Activity Dates:****Project Overview:**

<b>Deliverable</b>	<b>Due Date</b>



100 Broadway, 4th Floor  
New York, NY 10005, USA

+1 212 500 5720  
[vitalstrategies.org](http://vitalstrategies.org)

**Offices**  
New York | Paris | Singapore | Jinan | São Paulo

## **Annex C**

### **Staff List**



100 Broadway, 4th Floor  
New York, NY 10005, USA

+1 212 500 5720  
[vitalstrategies.org](http://vitalstrategies.org)

**Offices**  
New York | Paris | Singapore | Jinan | São Paulo

## **Annex D**

### **Budget**

## Annex E Payment Schedule

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

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 Service Provider 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 Service Provider. All bank fees shall be borne by the Service Provider.
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 Service Provider unless otherwise specified in Annex D.



100 Broadway, 4th Floor  
New York, NY 10005, USA

+1 212 500 5720  
[vitalstrategies.org](http://vitalstrategies.org)

**Offices**  
New York | Paris | Singapore | Jinan | São Paulo

## **Annex F** Reporting Procedures