

Short term consultant to support Bernalillo County and the City of Albuquerque's strategic planning for opioid settlement funds

About Vital Strategies

Vital Strategies, a global health organization, is the lead implementation partner in the Bloomberg Overdose Prevention Initiative and is working in 7 states including New Mexico to achieve an equitable reduction in overdoses. We partner with governments, providers, and communities to support health-centered solutions. We deliver our support through technical assistance from a core team of experts, embedded staff within government agencies to implement projects, grantmaking to fund direct services and organizational capacity building, and paid and earned media campaigns. We work to establish effective policy and program models that are adaptable across the country, with a focus on the people most at risk for overdose, including those harmed by decades of failed punitive approaches to drug use. We advance interventions oriented towards health and harm reduction, that engage and support rather than criminalize and punish people who are using drugs. Learn more at <https://www.vitalstrategies.org/overdose-prevention/>

Vital's engagement in settlement work is comprised of various collaborative activities with our Bloomberg partners, national organizations, and state-level decision-makers and CBOs through which we leverage our subject matter expertise, funding and network resources to advance the integration and adoption of harm reduction approaches and evidence-based, overdose prevention practices in the planning and implementation of settlement-funded strategies and programming.

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.

Purpose and Scope

Vital Strategies seeks to partner with an individual, group, or organization with experience in equity-centered community engagement, community relationship building, public meeting facilitation, and data gathering. The consultant will support the development of a community-informed strategic plan for the City and County's opioid settlements funds through facilitating a public engagement process. The consultant will primarily be responsible for the public engagement components of this project and will also provide support for the landscape analysis and initial strategic plan. This consultant will be supervised by Vital Strategies and collaborate closely with the City and County. The timeline is a 6-month period from April 25, 2024, through October 31, 2024. Because of the amount of stakeholder outreach and number of public meetings being carried out in this accelerated timeframe, the time commitment for this project is expected to be close to 40 hours/week from the start of the contract until the completion of the report of public input activities and findings at the end of August 2024, and 5 hours/week from September through October 2024.

Project Introduction

The City of Albuquerque and the County of Bernalillo passed mirror resolutions in October 2023 to establish a policy for the expenditure of Opioid Settlement Funds received by the City and County. The aims of this resolution are to ensure good stewardship of the funds, avoid duplication of efforts, allow for community and other stakeholder engagement on how the funds should be spent, as well as provide public-facing accountability about how the how the funds are being managed and disbursed. The establishment and subsequent implementation of the plan offer a unique opportunity for targeted spending to address some of these needs in the City and the County. As per the resolution, the processes must include: an estimated life of settlement fund balance and timeline; meaningful engagement and strategic collaboration with Bernalillo County; solicited input from the State of New Mexico, Tribal Governments, and other local governments; and facilitated public planning process to solicit public input including outreach to providers, impacted communities, and business groups. The City and County have agreed to engage Vital Strategies to provide in-kind technical assistance on legal/regulatory, communications, data and evaluation, and drug policy issues to support the following objectives:

1. Coordination of technical assistance
2. Preparation of a landscape analysis
3. Facilitation of a public planning and meeting process
4. Development of a strategic plan that reflects "careful, deliberate and strategic use of opioid settlement funding," and consistent with the other requirements of the City and County resolutions

The anticipated outcomes at the end of the technical assistance engagement are:

Structural

- Improved coordination and collaboration across the county on caring for people who use drugs.
- Improved community engagement of directly impacted people.
- Established protocols for developing updated spend plans and evaluating impact.

Population

- Equitable reduction in overdoses.
- Equitable increase in access to medical, behavioral health, and other supportive services for people who use drugs.

The provision of technical assistance will be guided by a Memorandum of Understanding amongst Bernalillo County, City of Albuquerque, and Vital Strategies.

Deliverables

1. Finalize the development of a comprehensive Community Engagement Plan.
 - a. Timeframe: April 25, 2024 – April 30, 2024

- b. Consultant will provide support for this project activity.
 - c. The Community Engagement Plan will include low-barrier outreach strategies, accessible modes of participation, identification of community stakeholders, and realistic timelines for implementing the plan. The plan should describe ongoing engagement and collaboration strategies including online and in-person communications, progress updates, and opportunities for feedback.
 - i. Vital Strategies will develop the Community Engagement Plan.
 - ii. Consultant will collaborate with Vital Strategies to develop recruitment messaging and provide a final review of the Community Engagement Plan.
 - iii. Stakeholders include but are not limited to people in active drug use, in addition to people in recovery, along with other stakeholder groups named in the resolutions, such as providers and business groups. Preparation for the community engagement plan will include assessing how existing behavioral health, substance use disorder, and harm reduction advisory bodies could be leveraged for input on the strategic plan.
2. Assist in the preparation of a rapid landscape analysis.
- a. Timeframe: April 25, 2024 – June 30, 2024
 - b. Consultant will provide support for this project activity.
 - c. Consultant will liaise with City, County, and key stakeholders to gather relevant information including but not limited to epidemiological data, gaps analyses, needs assessments, strategic plans, and community engagement reports. Vital Strategies core team will lead the preparation of the landscape analysis.
3. Conduct community outreach and engagement with stakeholders identified in the Community Engagement Plan.
- a. Timeframe: May 1, 2024 – June 30, 2024
 - b. Consultant will be the lead for this project activity.
 - c. Build community connections to reach and involve communities and organizations who serve people who are heavily impacted by the overdose crisis. Utilize low-barrier outreach strategies such as visiting stakeholders in community settings and offering bilingual Spanish and English communications.
 - d. Plan public meetings, including determining dates, venues, and incentives.
 - e. Conduct outreach to notify the public of engagement opportunities.
 - f. Vital Strategies will provide assistance with developing communications materials and strategies.
4. Facilitate public meetings, both online and in-person, to gather community input to inform strategic plan development.
- a. Timeframe: June 1, 2024 – July 31, 2024
 - b. Consultant will be the lead for this project activity.
 - c. Host and facilitate public meetings in various formats, targeted towards different stakeholder groups. Consultant and Vital Strategies will determine number and formats of meetings. Vital Strategies estimates that the consultant may facilitate (a)

five listening sessions, one in each of the Five Commission Districts, with CABQ councilors invited as co-hosts at each of the five sessions and (b) five to seven listening sessions with one session dedicated to meeting with City and County lawmakers.

- d. Collaborate with Vital Strategies to develop questions, materials, and content for public input during town hall meetings, community listening sessions, focus groups, surveys, and/or other forms of public outreach.
 - e. Organize and set up meeting spaces, develop agendas, facilitate discussions, document summaries of participant statistics and key themes.
5. Host dedicated community engagement sessions with Pueblos and Native nations in the geography of the County (e.g. Sandia Pueblo, Isleta Pueblo, Laguna Pueblo, and the To'Hajiilee Cañoncito Band of Navajos).
- a. Timeframe: June 1, 2024 – July 31, 2024
 - b. Consultant will be the lead for this project activity.
 - c. Host and facilitate public meetings. Consultant will determine number and formats of meetings, with guidance from Vital Strategies. Vital Strategies estimates at least one townhall.
 - d. Collaborate with Vital Strategies to develop questions, materials, and content for public input during town hall meetings, community listening sessions, focus groups, surveys, and/or other forms of public outreach.
 - e. Organize and set up meeting spaces, develop agendas, facilitate discussions, document summaries of participant statistics and key themes.
6. Compile a report of public input activities and findings.
- a. Timeframe: August 1, 2024 – August 31, 2024
 - b. Consultant will be the lead for this project activity.
 - c. Summarize and compile public input activities and findings to document outcomes from the community engagement process. This input from community engagement session participants will help guide the development of the Initial Strategic Plan.
7. Assist in the development of an Initial Strategic Plan.
- a. Timeframe: September 1, 2024 – October 15, 2024
 - b. Consultant will provide support for this project activity.
 - c. The Initial Strategic Plan will incorporate landscape analysis findings, public input findings, and City and County overdose prevention goals.

Key Products

Consultant is supporting Vital Strategies to develop the following products:

- A. April 30, 2024: Community Engagement Plan
- B. June 30, 2024: Report of findings from landscape analysis
- C. August 31, 2024: Report of public input activities and findings
- D. October 15, 2024: Initial Strategic Plan

Skills and Expertise

Required

- Fluent in English and Spanish
- Experience conducting outreach and engagement with communities and organizations impacted by the overdose crisis
- Experience planning and facilitating public meetings
- Experience liaising with local governments and tribal governments
- Experience facilitating focus group discussions
- Based in and ability to travel within Bernalillo County
- Knowledgeable about Albuquerque and Bernalillo County public health ecosystem
- Project management expertise, with the ability to exercise independent judgment and maintain appropriate deadlines
- Excellent oral and written communication skills
- Strong interpersonal skills, with demonstrated ability to maintain collaborative relationships with internal and external partners
- Ability to work well with diverse groups of individuals and organizations
- Excellent organizational skills
- Self-starter with ability to work independently
- Familiarity with Microsoft Office Suite

Preferred

- Familiarity with substance use, harm reduction, and intersections with racial justice and health equity
- Familiarity and understanding with sharing data with diverse communities on substance use trends
- Familiarity/knowledge of regional, cultural, rural, frontier, urban and border issues, and intersections with harm reduction
- Familiarity with qualitative research and analysis

Sample Stakeholder Involvement

A diverse range of stakeholders should be invited to participate in the focus groups, ensuring a comprehensive understanding of the needs and challenges faced by individuals with complex health needs and substance use disorders. The stakeholders will include but not limited to:

- Individuals with lived or living experience of drug use.
- Unhoused communities Service Providers
- Pueblos and Native nations
- Urban Native communities
- Faith-based groups

- Black communities
- Latinx communities
- City and County Officials
- School boards, other education service providers, and parent groups
- Primary care providers and hospital EDs
- Addiction treatment providers (recovery centers, centers of excellence)
- Mental health providers
- Law enforcement and judicial partners
- Emergency response providers
- Community organizations/civil society organizations
- Direct harm reduction services providers
- Reentry service providers
- Mental health administrator
- Other partners serving the community

Instructions for Respondents

1. Contact Person. Respondents shall refer any questions, and submit their proposals via email to overdose@vitalstrategies.org.
2. Due Date. Proposals must be submitted in PDF format to overdose@vitalstrategies.org by April 15, 2024, 10:00 AM MDT.
3. Proposal Submission. To be considered for this consultancy, please submit the following items:
 - a) Letter of interest, including relevant work experience, brief description of relevant project experiences and links to work products if applicable, and total requested fee for project.
 - i) The letter of interest should clearly demonstrate an understanding of the project goals, objectives, and deliverables.
 - ii) Demonstrated experience in stakeholder engagement, especially involving diverse groups including but not limited to individuals with lived experiences, indigenous communities, healthcare professionals, harm reduction, and governmental bodies.
 - b) Proposed budget estimate for the activities and deliverables described above, including include a breakdown of proposed rates for the requested services, including individual tasks, costs, and expenditures incorporated into those rates.
 - c) 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 with “RE: Short term consultant to support Bernalillo County and the City of Albuquerque’s strategic planning for opioid settlement funds” 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.

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, 4th 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:**

1. The total maximum amount of the agreement shall not exceed U.S. \$_____.
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.
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:**

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.

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

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

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

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:**

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.

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:**

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.

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:**

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

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 and the Service Provider freely and without encumbrance, unless otherwise agreed to in writing or in this agreement. Any intellectual property, data, and other proprietary information previously owned by Vital Strategies and used to fulfill certain activities under this agreement shall remain the property of Vital Strategies. Any intellectual property, data, and other proprietary information previously owned by the Service Provider and used to fulfill certain activities under this agreement shall remain the property of the Service Provider.

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:**

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.

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.

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

1. 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;

2. 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

3. any liability incurred as a result of the Service Provider's failure to comply with any of the obligations set out in Section 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.

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:

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.

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.

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.

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.

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.

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:**

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.

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.

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:

