

Scope of Work: Recruitment of Public Relations Firm Specializing in Black American Media for National Campaign to Reduce Overdose Deaths

1. Introduction

This scope of work outlines the responsibilities and objectives for the recruitment of a public relations (PR) firm with proven expertise in working with Black American media outlets. The selected firm will lead efforts to promote and generate earned media for a forthcoming campaign focused on promoting naloxone access and availability within Black communities across specific U.S. markets. The campaign aims to raise awareness and destigmatize naloxone as an effective, nonpunitive health-based response to drug use, with a central message: "You have the power to save lives."

2. Campaign Overview

The campaign will respond to the disproportionate increase in overdose mortality within the Black population in the United States. It will focus on the importance of making naloxone, a life-saving overdose reversal drug, more accessible within Black communities, particularly in key cities where overdose rates have surged. The campaign will engage both national and local Black media channels to reach Black audiences and encourage the uptake of naloxone to prevent opioid and stimulant-related overdose deaths.

3. Objective

The objective of this scope of work is to secure a public relations firm with the capacity to:

- Develop and execute a media relations strategy that prioritizes Black American media outlets at the national and local levels.
- Maximize the campaign's visibility and message penetration in targeted Black communities within the specified markets.
- Generate earned media coverage to increase awareness of harm reduction strategies, especially naloxone, within Black populations in the United States.

4. Target Markets

The focus of the campaign will be on generating earned media with a national reach as well as a localized focus on Black communities in the following cities/markets:

- Kentucky (Jefferson County, Louisville)
- North Carolina (Durham)
- Wisconsin (Milwaukee)
- New Jersey (Newark)
- New Mexico (Albuquerque)
- Pennsylvania (Philadelphia)
- Michigan (Detroit)

5. Scope of Work & Deliverables

The selected PR firm will be responsible for the following:

5.1 Strategy Development

- **National and Local Media Strategy:** Develop a comprehensive PR and earned media strategy that specifically targets Black media outlets (e.g., print, radio, digital, TV) at both the national and local levels.
- **Support Broader (General Audience) Media Outreach:** Coordinate and work in collaboration with media relations leads from the core campaign partners, Vital Strategies and Elton John AIDS Foundation, to promote the campaign and ensure reach into broader general mainstream and political national media outlets (for example, *The New York Times*, *Washington Post*, and *Politico*)
- **Media Relations Plan:** Identify key Black American media outlets and journalists (e.g., *The Root*, *Essence*, *Blavity*, *Black Enterprise*, and local Black radio and TV stations) and build relationships with them to facilitate campaign coverage.
- **Message Customization:** Work with core campaign partners to tailor campaign messaging to resonate with Black audiences in each of the targeted markets, taking into account cultural and community-specific nuances around harm reduction and naloxone access.

5.2 Media Outreach and Engagement

- **Pitch Development:** Develop compelling media pitches and press releases that highlight the campaign's core message and the urgency of addressing overdose deaths in Black communities.
- **Outreach Execution:** Engage national Black media outlets as well as key local media in the targeted cities to generate press coverage, interviews, feature stories, and op-eds.
- **Influencer and Thought Leader Engagement:** Identify and engage Black influencers, thought leaders, and community figures who can amplify the campaign message through earned media and social media.

5.3 Earned Media and Coverage Tracking

- **Earned Media Placements:** Secure media placements in key Black American outlets at the national level and in local media across the designated cities.
- **Op-Ed and Feature Articles:** Collaborate with core campaign partners to work with Black community leaders, public health experts, and influencers to generate and place op-eds, opinion pieces, and feature articles that align with the campaign's key messages.
- **Event Support:** Assist in generating media coverage for campaign events, such as community forums, naloxone distribution events, or town hall meetings organized in partnership with local organizations.

5.4 Reporting and Analytics

- **Media Monitoring:** Track all media mentions, placements, and engagements generated by the campaign. This includes articles, interviews, radio spots, TV segments, and digital mentions.
- **Impact Reports:** Provide detailed reports on media coverage, including audience reach, impressions, and qualitative assessments of coverage tone and message penetration.

6. Timeline

The campaign will launch in February 2025 and will be active for 6 months.

7. Qualifications of the PR Firm

The recruited PR firm should meet the following qualifications:

- **Proven Experience:** Demonstrated track record of success in working with Black media outlets at both the national and local levels.
- **Strong Media Relationships:** Established relationships with key Black American journalists, editors, and influencers.
- **Cultural Competency:** Experience in promoting public health, social justice, or harm reduction campaigns within Black communities.
- **Geographic Expertise:** Familiarity with media landscapes in the specified target markets, with particular experience in working with local Black media in these cities.

8. Budget

The PR firm should provide a detailed budget proposal outlining costs associated with the services described in this scope of work, including:

- Strategy development
- Media outreach and pitching
- Earned media tracking and reporting
- Travel and/or other miscellaneous expenses (if applicable)

9. Proposal Submission

Interested PR firms are invited to submit a proposal that includes the following:

- Overview of the firm's qualifications and relevant experience
- Case studies of similar campaigns targeting Black American audiences
- Proposed approach to achieving the campaign objectives
- Detailed budget
- Timeline for execution

10. Evaluation Criteria

Proposals will be evaluated based on the following criteria:



- **Experience and Expertise:** Relevant experience in Black media relations and public health campaigns.
- **Proposed Strategy:** Clarity and innovation in the proposed approach to media relations and earned media generation.
- **Budget and Cost-effectiveness:** Alignment of the budget with the campaign's needs and resources.
- **Cultural Competency:** Demonstrated understanding of the Black community and ability to tailor messages that resonate with the target audience.

11. Conflicts of Interest

To be eligible to receive this contract, the final selected vendor must be able to agree to the following two contract clauses regarding conflict of interest with public health goals:

TOBACCO AFFILIATION: The Service Provider, in the past two 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.

ALCOHOL AFFILIATION: The Service Provider confirms that no person performing services under the agreement has an affiliation with the alcohol industry, its agents or associates ("These Industries") and currently does not accept and shall not accept financial or other support from any alcohol product manufacturer or the parent, subsidiary, or affiliate (collectively, "These Affiliates") of an alcohol product manufacturer or distributor until at least six (6) months after the termination or expiration of this agreement. The Service Provider shall promptly disclose to Vital Strategies any services provided to, support received from, or affiliation with These Industries or These Affiliates in the past six (6) months.

12. Contract 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.

13. Contact Information

For inquiries and proposal submissions, please contact Sharda Sekaran at ssekaran.consultant@vitalstrategies.org

The deadline for submissions is November 18, 2024 by 11:59PM ET.

Annex A “Sample Service Provider Agreement”

This agreement is dated as of _____ (“**Effective Date**”) between Vital Strategies, Inc. (“**Vital Strategies**”) a not-for-profit corporation organized under the laws of the State of New Jersey with authority to do business in the State of New York with business address at 100 Broadway, 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: Remote.

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. You shall keep copies of all financial and other records in relation to this Agreement and work performed hereunder (including retaining original receipts for all expenditures) during the term of this Agreement and for no less than 3 (three) years from the termination of this Agreement. 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:	
For Vital Strategies: Name: Title: Vital Strategies 100 Broadway, 4 th Floor New York, New York 10005 Email:	For the Service Provider: Name: Title: Company Name: Company Address: Email:

For Project-related Communications:	
For Vital Strategies: Name: Title: Vital Strategies 100 Broadway, 4 th Floor New York, New York 10005 Email:	For the Service Provider: 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 and Annex B shall be the property of Vital Strategies 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:

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 two 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.
- 20. ALCOHOL AFFILIATION:** The Service Provider confirms that no person performing services under the agreement has an affiliation with the alcohol industry, its agents or associates (“These Industries”) and currently does not accept and shall not accept financial or other support from any alcohol product manufacturer or the parent, subsidiary, or affiliate (collectively, “These Affiliates”) of an alcohol product manufacturer or distributor until at least six (6) months after the termination or expiration of this agreement. The Service Provider shall promptly disclose to Vital Strategies any services provided to, support received from, or affiliation with These Industries or These Affiliates in the past six (6) months.
- 21. 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.
- 22. 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.



- 23. **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.
- 24. **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.
- 25. **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.
- 26. **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.
- 27. **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.

GRANTEE ORG NAME

Name:
Title:

VITAL STRATEGIES, INC.

Name:
Title:



Annex A
General Description of Project



Annex B
Scope of Work



Annex C
Staff List

Subgrantee/Service Provider

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Vital Strategies

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**Annex D
Budget**

Name of Organization:
Project:
Grant Period:
Vital Strategies Budget Code:

Budget Summary	
Budget Category	Amount
A. Personnel	
B. Fringe Benefits	
C. Travel/Meetings/Workshops	
D. Equipment	
E. Supplies	
F. Contracts/Consulting	
G. Advertising/Media/Communications	
H. Other Direct Costs	
Total Direct Costs	
Indirect Costs	
Total Project Costs	



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:

Payment Point	Payment Amount	Invoice Date

1. The total maximum amount of the agreement shall not exceed U.S. \$_____ (the total of all payments listed to be invoiced).
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.

Annex F
Reporting Schedule