

July 16, 2021

Anthony D. Jones, Esq.
Designated Agency Ethics Official
White House Office of National Drug Control Policy
1800 G Street, N.W., 9th Floor
Washington, DC 20005

Dear Mr. Jones,

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Director of the Office of National Drug Control Policy (ONDCP). It is my responsibility to understand and comply with commitments outlined in this agreement.

SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the particular matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me:

- Any spouse or minor child of mine;
- Any general partner of a partnership in which I am a limited or general partner;
- Any organization in which I serve as an officer, director, trustee, general partner, or employee; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In the event that an actual or potential conflict of interest arises during my appointment, I will consult with an agency ethics official and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the regulatory exemption for diversified mutual funds and unit investment trusts at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

I will receive a live ethics briefing from a member of the ethics office after my confirmation but not later than 15 days after my appointment pursuant to the ethics program regulation at 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will submit my

Certification of Ethics Agreement Compliance which documents my compliance with this ethics agreement.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that I will be bound by it. Among other obligations, I will be required to recuse from particular matters involving specific parties involving my former employer or former clients for a period of two years after I am appointed, with the exception of states and local governments.

I will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – TEXAS OPIOID MULTI-DISTRICT LITIGATION PLAINTIFFS' STEERING COMMITTEE

Upon confirmation, I will resign from my position as an expert witness with the Texas Opioid Multi-District Litigation Plaintiffs' Steering Committee (Steering Committee). All amounts owed to me will be fixed before I assume the duties of the position of Director. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of the Steering Committee to pay these amounts, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Further, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, until I receive my final payments from the Steering Committee or for a period of one year after I last provided services to the Steering Committee, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know that the Steering Committee, or any lawyer or law firm participating in the Steering Committee, or the Texas Opioid Multi-District Litigation Plaintiffs to which I provided services is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – LIGHTSTREAM CONSULTING AND NAPOLI SHKOLNIK PLLC

Upon confirmation, I will resign from my position as a consultant to LightStream Consulting. All amounts owed to me will be fixed before I assume the duties of the position of Director. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of the LightStream Consulting to pay these amounts, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Further, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, until I receive my final payments from LightStream Consulting or for a period of one year after I last provided services to LightStream Consulting, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know that LightStream Consulting is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

As a subcontractor under a contract between LightStream Consulting and Napoli Shkolnik PLLC, I served as an expert advisor for a suit in which Napoli Shkolnik PLLC

represents 13 West Virginia counties and three West Virginia cities. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I will not participate personally and substantially in any particular matter involving specific parties in which I know Napoli Shkolnik PLLC or any of these counties or cities is a party or represents a party for a period of one year after I last provided services to the firm or that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 4 – THOMPSON BARNEY

I previously served as an advisor to the Thompson Barney law firm. All amounts owed to me will be fixed before I assume the duties of the position of Director. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of Thompson Barney to pay these amounts, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Further, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, until I receive my final payments from Thompson Barney or for a period of one year after I last provided services to Thompson Barney, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know that Thompson Barney is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my positions with the following entities, in addition to those noted above:

- March of Dimes
- Georgetown University School of Medicine
- T H Chan Harvard School of Public Health
- West Virginia University School of Public Health
- University of Charleston School of Pharmacy
- America's Health Rankings
- Public Health Accreditation Board
- SAFE Project US
- University of Washington (Global Burden of Disease Collaborator Network)
- National Youth Science Foundation
- National Academies of Sciences, Engineering, and Medicine¹

I also recently resigned from a position with the Biden-Harris Presidential Transition Team (PT Fund, Inc.). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity is a party or represents a party, unless I am first authorized to participate, pursuant to at 5 C.F.R. § 2635.502(d).

¹ I began this position subsequent to filing my financial disclosure report.

SECTION 6 – OTHER FORMER CLIENTS

I previously served as a consultant to the following clients, in addition to those listed above:

- Holistic Industries
- IP Securetech

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after I last provided services to any client, I will not participate personally and substantially in any particular matter involving specific parties in which I know that client is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 7 – VOLUNTEER MEDICAL SERVICES

I will continue to provide clinical services as an attending physician at West Virginia Health Right, to the extent necessary to maintain my medical license and certifications. I will not at any time receive compensation for services that I perform during my government appointment. Further, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of West Virginia Health Right, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

SECTION 8 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the following entities:

- Walmart, Inc. (WMT)
- VALIC Company I Health Sciences Fund (VCHSX)

With regard to each of these entities, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the entity until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that I will be able to carry out the divestitures within the timeframe described above.

I understand that I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this agreement occur within the agreed upon timeframes and that all proceeds are invested in non-conflicting assets. I understand that I must timely submit my request for a Certificate of Divestiture to allow for adequate time for OGE to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

I (including my spouse and dependent children if applicable) will not repurchase any asset I was required to divest without consulting with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 9 – SPOUSE EMPLOYMENT

My spouse serves as a member of the Editorial Board for the publication *Internal Medicine Alerts* and receives compensation for this position. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for *Internal Medicine Alerts*, I will not participate personally and substantially in any particular matter involving specific parties in which I know *Internal Medicine Alerts* or its parent company, Relias Media, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

My spouse owns Health Security Enterprises, LLC. During my government appointment I will not provide services to this LLC that are material to the production of income. Further, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Health Security Enterprises, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 10 – PUBLIC POSTING

I have been advised that this ethics agreement and the Certification of Ethics Agreement Compliance will be posted publicly, consistent with the public information law at 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,



Rahul Gupta, MD, MPH, MBA, FACP