

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

**Medication-Assisted Treatment for Prescription Drug and
Opioid Addiction in South Dakota**

PROPOSALS ARE DUE NO LATER THAN August 21, 2018 by 5:00 PM CDT

RFP #1384

BUYER: Division of
Behavioral Health

POC: Mark Close
Mark.Close@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Department of Social Services, Division of Behavioral Health (DBH) is soliciting proposals from interested entities to provide Medicated-Assisted Treatment (MAT) for prescription drug and opioid addiction treatment. As stated by the Substance Abuse and Mental Health Services Administration (SAMHSA), “medicated-assisted treatment is the use of FDA (Food and Drug Administration)-approved medications, in combination with counseling and behavioral therapies, to provide a ‘whole-patient’ approach to the treatment of substance use disorders.”

The number of contracts and dollars allocated per contract will depend on the number of proposals received that address the targeted priority areas as well as are in alignment with the recent issue of SAMHSA’s *Treatment Improvement Protocol (TIP) 63, Medications for Opioid Use Disorder*.

Priority will be given to:

- projects that create access or expand or enhance access of MAT in South Dakota through partnerships between health care organizations and behavioral health organizations including addiction and mental health services. This can be done within one agency/organization or with collaboration between agencies/organizations.
- projects that expand or enhance telehealth capacity for clinical support to prescribers and providers.
- projects that increase the number of professionals in South Dakota that can and do provide MAT.
- projects that address statewide access and/or maximize their proposed service area with regards to MAT including behavioral health/addiction counseling.
- applicants that are South Dakota-based organizations.

MAT provided for only medical withdrawal (detoxification) does not qualify for the use of these grant funds.

1.2 AVAILABLE FUNDS

The number of contracts and dollars allocated per contract will depend on the number of proposals received and alignment with the funding priority areas set by DBH as well as available grant funds.

The federal funding source is the Substance Abuse and Mental Health Services Administration (SAMHSA) State Targeted Response to the Opioid Crisis (STR-Opioid) grant program, grant number 5H79TI080268-02.

1.3 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Division of Behavioral Health is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Division of Behavioral Health. The reference number for the transaction is RFP #1384. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link <http://dss.sd.gov/keyresources/rfp.aspx> for the RFP, any related questions/answers, changes to schedule of activities, amendments, etc.

1.4 LETTER OF INTENT

All interested offerors are requested to submit a non-binding **Letter of Intent** to respond to this RFP. While preferred, a Letter of Intent is not mandatory to submit a proposal.

The Letter of Intent should include a non-binding approximation of proposed costs to be requested by the applicant and a general, short description of what those costs will support. Applicants are not expected to submit a final cost proposal estimate as part of the Letter of Intent.

The letter of intent must be received by email in the Department of Social Services by no later than July 11th, 2018 at 5:00 PM CDT and must be addressed to Mark.Close@state.sd.us. Place the following, exactly as written, in the subject line of your email: **Letter of Intent for RFP #1384**. Be sure to reference the RFP number in any attached letter or document.

1.5 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	June 18, 2018
Letter of Intent to Respond Due	July 11, 2018 by 5:00 PM CDT
Deadline for Submission of Written Inquiries	July 11, 2018 by 5:00 PM CDT
Responses to Offeror Questions	July 23, 2018
Proposal Submission	August 21, 2018 5:00 p.m. CDT
Anticipated Award Decision/Contract Negotiation	no later than September 30, 2018
Contract Anticipated Start Date	September 4, 2018
Project Period	September 4, 2018 to April 30, 2019

1.6 SUBMITTING YOUR PROPOSAL

Completed proposals must be received by the Division of Behavioral Health by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original, six (6) identical copies, and one (1) digital, Portable Document Format (PDF) copy loaded on a USB flash drive of the proposal shall be submitted.

All proposals must be signed in ink by an officer of the responder legally authorized to bind the responder to the proposal and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container.

Proposals must be addressed and labeled as follows:

**Request For Proposal #1384 Proposal Due August 21, 2018
South Dakota Department of Social Services
Attention: Mark Close
700 Governors Drive
Pierre SD 57501-2291**

No punctuation is used in the address. The above address as displayed should be the only information in the address field.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.8 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after July 11, 2018 by 5:00 PM CDT. Email inquiries must be sent to Mark.Close@state.sd.us with the following wording, exactly as written, in the subject line: **RFP #1384 Questions**.

The Department of Social Services (DSS) will respond to offerors' inquiries by posting offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx> no later than July 23, 2018. For expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 LENGTH OF CONTRACT

It is anticipated that this RFP may result in the selection of one or multiple providers who will enter into a provider agreement with the Department of Social Services. The provider agreement for the provision of services resulting from this RFP will be negotiated with the successful offerors based on an approved cost proposal.

The budget period and purchase of service contract for activities is anticipated to begin September 4, 2018, and end on April 30, 2019. Activities conducted under this RFP must be completed by April 30, 2019. If grant funding is available for carry-over per SAMHSA's requirements additional contracting may occur.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.14 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

Attachment A and Attachment B include the contract agreement that may be used based on the proposal submitted. Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in Attachment A or Attachment B. As part of the negotiation process, the contract terms listed in Attachment A or Attachment B may be altered or deleted. The Offeror should indicate in their response any issues they have with any specific contract terms. If the Offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 SCOPE OF WORK

3.1 Project Background Information

The Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT) and Center for Substance Abuse Prevention (CSAP) has awarded South Dakota a grant to formulate a state targeted response to the opioid crisis. The program aims to increase access to treatment for prescription or illicit opioid abuse, reduce any unmet treatment needs, and reduce opioid overdose related deaths through the provision of prevention, treatment and recovery activities for individuals across South Dakota. The South Dakota Department of Social Services, Division of Behavioral Health, is the lead on the project.

A requirement of the federal funding is that each state enhance existing or support new prevention and treatment services related to opioid misuse or abuse. Specifically, it is required that all states implement or expand access to clinically appropriate evidence-based

practices (EBPs) for Opioid Use Disorder (OUD) treatment, particularly the use of MAT, i.e. the use of FDA-approved medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations, naltrexone products including extended-release and oral formulations or implantable buprenorphine) in combination with psychosocial interventions. For relevant resources, please see <https://www.samhsa.gov/medication-assisted-treatment>.

As stated by SAMHSA, expanding access to OUD medications is an important public health strategy. The gap between the number of people needing opioid addiction treatment and the capacity to treat them with OUD medication is substantial. In 2012, the gap was estimated at nearly 1 million people nationwide, with about 80 percent of opioid treatment programs (OTPs) nationally operating at 80 percent capacity or greater. During the period of 2006-2014, South Dakota had a total of 427 drug associated deaths. The lowest incidence occurred in 2007 (30 deaths) and the highest most recently in 2014 (64). Overall, deaths associated with drug use have increased since 2006. (South Dakota Vital Statistics). The percent of drug associated deaths by gender across the same period was evenly distributed (49.2% female and 50.8% male). Whites account for 81% of deaths and American Indians account for 17.6% of deaths, indicating a higher incidence rate among American Indians as they comprise just short of 9% of the total population in the state.

A needs assessment (completed summer of 2017 in cooperation with the South Dakota Department of Health) was used to inform a statewide strategic plan (issued October 2017) to address opioid use/misuse in South Dakota. For the most recent information available regarding the assessment and strategic plan please refer to <http://doh.sd.gov/news/Opioid.aspx>. Offerors are encouraged to familiarize themselves with the material posted on this site as they formulate their response to this solicitation.

Strategy 7 of South Dakota's Opioid Road Map is the basis for this RFP: "Expand access to medication-assisted treatments (MAT) across South Dakota through enhanced referral systems and linkages to in-person and virtual MAT clinics.

The recently issued *TIP 63: Medications for Opioid Use Disorder for Healthcare and Addiction Professionals, Policymakers, Patients, and Families* reflects the tenets of the work to be funded through this RFP. It is recommended that applicants download or order a free copy from SAMHSA (store.samhsa.gov, pub id: SMA18-5063FULLDOC, publication date: 2/2018) and reference applicable sections of *TIP 63* in alignment with their proposal.

SAMHSA has provided access to [Technical Assistance](#) specific to this project for all state grantees. Successful applicants to this RFP will be able to access this Technical Assistance upon request for resources and consultation in support of evidence-based practices in the prevention, treatment and recovery of opioid use disorders in the state. The Technical Assistance is available at no additional charge for the state or for contract awardees resulting from this RFP. Applicants proposing the use of this resource are encouraged to identify the need in their responses below where applicable.

3.2 ELIGIBILITY

Applicants must meet each of the following requirements for consideration of award through this RFP. In areas where eligibility is not met, applicants may describe how they will be working to meet the eligibility requirements by the submission of this RFP.

- 3.2.1 Applicants must have current accreditation or pursue accreditation concurrent to a response to this RFP with the Division of Behavioral Health to provide substance use disorder treatment, in alignment with current South Dakota Department of Social Services payment policies.

- 3.2.1.1 If the prime applicant does not meet this qualification, at least one of the partners identified in the proposal must meet this requirement as stated in the Letter of Commitment.
- 3.2.1.2 If not accredited by the Division of Behavioral Health, the proposal must outline how the offeror will meet accreditation requirements in ARSD § 67:61 Substance Use Disorders. If already accredited by the Division of Behavioral Health, the proposal must clearly state agreement to continue accreditation in good standing for applicable ARSD § 67:61 Substance Use Disorders related to the proposed program.
- 3.2.1.3 Substance use disorder treatment agencies will be required to use SD STARS for data collection related to the project. Cost proposals may include funds to support batch loading of data files from electronic medical record systems to SD STARS, if needed.
- 3.2.2 Applicants must have an established process for admitting and providing services to un- and under-insured patients that includes, but is not limited to, determination of individual patient financial need and ability to pay through use of a DBH-approved sliding fee scale that considers patient income and family size.
- 3.2.3 Applicants are required to implement and follow MAT best practices in alignment with SAMHSA, the Drug Enforcement Administration (DEA), and FDA guidelines and/or regulatory requirements. Applicants must conform with all federal, state, and local laws governing the use of chosen medications.
- 3.2.4 Applicants are strongly preferred to be South Dakota-based organizations. Regardless of the organization's location, costs associated with the enhancement of MAT and any supporting costs requested through this proposal may only serve residents of South Dakota seeking assistance at a South Dakota-based health care organization or substance use disorder treatment agency.

3.3 Proposed Strategy for MAT Services

Describe the proposed strategies and approaches for expanded access to comprehensive MAT services within South Dakota.

- 3.3.1 Offeror's alignment with the eligibility requirements for this project as stated in Section 1.4.
- 3.3.2 Offeror's plan to support the implementation of an integrated medical-behavioral approach in addressing patients who are dependent on or misusing opiates and/or prescription medications and your alignment with *TIP 63*. Identify use of evidence-based or -informed strategies in support of the overall approach (e.g. Motivational Interviewing) and at what point in the continuum of care those strategies will be employed. If adaptations to *TIP 63* are proposed, the offeror should detail those adjustments and provide supporting rationale for the deviation.
- 3.3.3 Define the targeted service area for the proposed plan. Include baseline information on number of current MAT prescribers in the proposed service area and how the plan enhances or expands efforts already in place.
- 3.3.4 Offeror's approach for the provision of MAT in conjunction with wrap-around recovery support services designed to improve access and retention in MAT (e.g. child care, vocational/educational support, transportation services).
- 3.3.5 Commitment to provide MAT services to patients, either in-person or through tele-health, no later than January 1, 2018. If an alternate date is proposed, please provide rationale for the adjusted timeline.
- 3.3.6 Identify the assessment process to be used for identifying individuals that meet the diagnostic criteria for OUD and for whom MAT is indicated.

- 3.3.7 Offeror's commitment to transitioning to the use of (or document current use of) Medication Assisted Treatment as an evidence-based practice, and identification of opioid-specific MAT medications to be prescribed.
- 3.3.8 Offeror's approach for outreach and engagement to increase access to MAT for patients across South Dakota, including accommodations (if any) to be made for diverse populations or other at-risk populations as identified by the offeror. Describe how the proposed approach will address or account for all South Dakotans, and what, if any, specific strategies to population sub-groups (e.g. Native Americans) will be incorporated for the development or enhancement of MAT services. Also describe how the offeror will identify, account for, or overcome any language or literacy barriers.
- 3.3.9 Establishment of partnerships between medical providers and community-based substance use disorder treatment programs. Applicants must provide a copy of an executed Letter of Commitment between a DBH-accredited substance use disorder treatment agency and referring agencies/systems reflected in support of the proposed continuum of care model noted in the offeror's approach. The Letter of Commitment must specify the nature of the participation from each represented agency or system and the service(s) that will be provided.
- 3.3.10 Offeror's approach to mitigating the risk of diversion and ensuring the appropriate use of medication among patients to be served.
- 3.3.11 Offeror's approach to screening, assessment, coordination and/or delivery of needed medical and behavioral health services for any co-occurring diagnoses for MAT clients.
- 3.3.12 Proposed materials, marketing or promotion activities to support the offeror's strategy.
- 3.3.13 Proposed training and continuing education activities among the organization's or consortia's staff to support the offeror's strategy.
- 3.3.14 Specify the number of new, unduplicated clients to be served through the 8-month project period, and annually thereafter for a total of three years of service (beginning January 1, 2019).
- 3.3.15 Document and identify any potential barriers (including those that may exist in federal, state, or local rules, regulations, codes, policies or procedures).
- 3.3.16 Responsive offerors must indicate appropriate outcome measures and the way those outcomes will be gathered in support of the proposed approach. Offerors must also clearly outline how they will use collected outcome data to inform process change interventions as needed throughout the duration of the project. Metrics should include, at minimum:
 - the number of individuals receiving MAT and other supported services (e.g. peer recovery support services) related to opioid use or misuse,
 - client satisfaction with services provided, and
 - other measures that assess programmatic impact as recommended by the offeror or DSS.

Substance use disorder treatment agencies will be required to use SD STARS for data collection related to the project. Cost proposals may include funds to support batch loading of data files from electronic medical record systems, if needed.

3.4 Project Management & Staffing

Successful applicants will provide specific and detailed plans for the proposed project, including measurable objectives, activities planned, measures, rationale, responsible person(s) and timeframes. Applicants must describe their:

- 3.4.1 *Project Management Plan.* Describe what specific strategies, methodologies, and/or dedicated staff or systems will be used to ensure the project operates within time and budget constraints.
- 3.4.2 *Project Communication Plan.* Due to the elevated attention at the federal level to the state's targeted response to the opioid crisis nationwide, biweekly status updates are expected throughout the grant period. Describe the offeror's communication strategies and associated timeline to ensure project milestones are in place that allow for DBH review and feedback.
- 3.4.3 Supporting timeline (in chart or table format) and required resources (e.g. key staff members, community stakeholders) to launch and implement the project. Ensure that the timeline includes key project implementation milestones as well as communication plan elements.
- 3.4.4 Ability to implement the program in all project site(s) proposed, including staffing requirements. All key staff should be identified in this offeror's response, along with their level of commitment to the project (FTE or % effort), title/role, credentials, key qualifications in alignment with all state and federal regulations for MAT, and previous relevant experience and demonstrated skill in outreach, admission and retention.
- 3.4.5 If new staff are proposed as part of the offeror's response, provide a proposed job description for applicable position(s) and an onboarding timeline that attests to the organization's ability to advertise for, recruit, and hire in a timeline that allows for successful, timely execution of the project's approach.

3.5 Sustainability Plan

- 3.5.1 Describe planned patient retention activities to improve current and future MAT completion.
- 3.5.2 Describe the offeror's ability to access and utilize alternative funds for sustainability of services post-contract period.

3.6 Additional Information

- 3.6.1 Provide background/history, existing service area within South Dakota, organization vision for expansion or enhancement of access to MAT, and its overall treatment philosophy and approach for substance use disorders.
- 3.6.2 Provide established community partnerships. If applying as a consortium of multiple organizations, indicate measures taken or already in place that establish that consortia (e.g. Memorandum of Understanding).
- 3.6.3 Based on the identified priority areas as described in 1.1 Purpose of Request for Proposal, identify which priority area(s) this proposal is targeting:
 - 3.6.3.1 Projects that create access or expand or enhance access of MAT in South Dakota through partnerships between health care organizations and behavioral health organizations including addiction and mental health services. This can be done within one agency/organization or with collaboration between agencies/organizations.
 - 3.6.3.2 Projects that expand or enhance telehealth capacity for clinical support to prescribers and providers.
 - 3.6.3.3 Projects that increase the number of professionals in South Dakota that can and do provide MAT.

3.6.3.4 Projects that address statewide access and/or maximize their proposed service area with regards to MAT including behavioral health/addiction counseling.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

Offerors should acknowledge the below requirements and company qualifications are part of their response, or provide the information requested.

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 The offeror may be required to submit a copy of their most recent independently audited financial statements.
- 4.4 Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years:
 - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.5 The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project (s) are to be implemented
- 4.6 The offeror must detail examples that document their ability and proven history in handling special project constraints.
- 4.7 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

5.0 PROPOSAL RESPONSE

- 5.1 An original and six (6) copies shall be submitted.
 - 5.1.1 In addition, the offeror must submit one (1) copy of their entire proposal, including all attachments and cost proposal(s), in PDF digital format loaded on a USB flash drive. Offerors may not send the electronically formatted copy of their proposal via email.

5.1.2 The proposal should be page numbered and should have a table of contents referencing the appropriate page number for each of the headings and sub-headings identified below.

5.2 All proposals must be organized and tabbed with labels for the following headings:

5.2.1 **RFP Form.** The State's Request for Proposal form (page 1 of this RFP package) completed and signed.

5.2.2 **Executive Summary.** The one or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.3.3 A clear description of any options or alternatives proposed.

5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

5.2.5 **Cost Proposal and Justification.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals in alignment with any alternatives proposed. All costs related to the provision of the required services must be included in each cost proposal offered.

See [Section 7.0](#) for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 **Review Criterion.** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:

6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;

- 6.1.2 Proposed project management techniques;
- 6.1.3 Availability to the project locale;
- 6.1.4 Familiarity with the project locale;
- 6.1.5 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.6 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.7 Ability and proven history in handling special project constraints; and
- 6.1.8 Cost proposal and justification.

Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

6.2 Award. The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

6.2.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.

6.2.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.

7.0 COST PROPOSAL AND JUSTIFICATION

The offeror must complete and submit Attachment C – Cost Proposal and Justification as part of their final proposal. Complete all sections of the attachment; do not leave any sections blank. Enter N/A if a particular section is not applicable to your proposal.

The cost proposal must be consistent with and support the project narrative responses provided to Sections [3.1](#), [3.2](#) and [3.3](#) and align with the funding priority areas and limitations noted in the [Purpose of Request for Proposal](#). The cost proposal must be concrete and specific; it must provide justification for the basis of each proposed cost in the budget and how that cost was calculated. Things to consider when justifying the basis of your estimates can be ongoing activities, market rates, quotations received from vendors, and/or historical records. The proposed costs must be reasonable, allowable, allocable, and necessary for the supported activity. Refer to the [Funding Restrictions/Limitations](#) for applicable administrative requirements.

Allowable Costs

The grant funds are intended to primarily support

Unallowable Costs

- Grant funds may not be used solely for

capacity-building efforts within the applicant organization or consortium to support the delivery of MAT. Costs for this scope of work can include:

- Key staff personnel expenses
- Developing partnerships with service providers for service delivery.
- Adopting and/or enhancing electronic health record systems to document and manage client needs, care process, integration with related support services, and outcomes.
- Training/workforce development to help staff and other providers in the community identify mental health or substance use disorders or provide effective services consistent with the purpose of the grant program.
- Policy development to support needed system improvements (e.g. rate-setting activities, establishment of standards of care).

detoxification services.

- Cost of MAT medications and associated treatment costs (funding is already available through the DBH Indigent Medication Program to cover MAT medications and associated treatment costs for patients that meet the criteria)
- Pharmacogenomics testing
- Patient or provider incentives

If a cost category being proposed is not listed above, please submit an inquiry through the RFP process described in [Section 1.10](#) to validate that the expense is allowable.

Funding Restrictions/Limitations

All cost proposals submitted in response to this RFP will be reviewed in conjunction with the requirements identified herein as well as those identified in the original funding opportunity announcement from SAMHSA. SAMHSA's original funding opportunity announcement for the State Targeted Response to the Opioid Crisis grant (federal funding source for this Scope of Work) provides definition and context for allowable activities and costs. Offerors should review these constraints to ensure their response to this RFP aligns with the national strategy.

For the purposes of this RFP, in alignment with the federal guidelines governing the original award (*see Part II: Appendix C, Funding Restrictions, TI-17-014*), offerors must:

- use funding through this RFP to supplement, expand or enhance, and not supplant, existing opioid treatment activities in South Dakota;
- ensure that no more than 5 percent of the total contract award be used for administrative costs (e.g. staff time to manage the award);
- ensure that awarded funds not be expended through the grant or a subaward by any agency that denies any eligible client, patient or individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders. Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MAT must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Offerors must assure that clients will not be compelled to no longer use MAT as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

Attachment A – Consultant Contract

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF BEHAVIORAL HEALTH**

**Consultant Contract
For Consultant Services
Between**

State of South Dakota
Department of Social Services
DIVISION OF BEHAVIORAL HEALTH
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Consultant

Referred to as State

The State hereby enters into a contract (the “Agreement” hereinafter) for consultant services with the Consultant. While performing services hereunder, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. **CONSULTANT’S South Dakota Vendor Number is.**
2. PERIOD OF PERFORMANCE:
 - A. This Agreement shall be effective as of June 1, 2018 and shall end on May 31, 2019, unless sooner terminated pursuant to the terms hereof.
 - B. Agreement is exempt from the request for proposal process.
3. PROVISIONS:
 - A. **The Purpose of this Consultant contract:**
 - 1.
 2. Does this Agreement involve Protected Health Information (PHI)? YES () NO (X)
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment) .
 3. The Consultant will not use state equipment, supplies or facilities.
 - B. **The Consultant agrees to perform the following services (add an attachment if needed.):**
 - 1.
 - C. **The State agrees to:**
 - 7.1
 1. Make payment for services upon satisfactory completion of services and receipt of bill. Payment will be in accordance with SDCL 5-26.
 2. Will the State pay Consultant expenses as a separate item?
YES () NO (X)
If YES, expenses submitted will be reimbursed as identified in this Agreement.

D. The TOTAL CONTRACT AMOUNT will not exceed \$.

4. **BILLING:**

Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

5. **TECHNICAL ASSISTANCE:**

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Consultant and to assist in the correction of problem areas identified by the State's monitoring activities.

6. **LICENSING AND STANDARD COMPLIANCE:**

The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

7. **ASSURANCE REQUIREMENTS:**

The Consultant agrees to abide by all applicable provisions of the following: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

8. **RETENTION AND INSPECTION OF RECORDS:**

The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Consultant shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Consultant agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Consultant's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Consultant's established record retention policies.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Consultant.

9. **WORK PRODUCT:**

Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, as defined in the Confidentiality of Information paragraph herein, state data, end user data, Protected Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Consultant in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State.

Paper, reports, forms, software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State nonetheless reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Consultant agrees to return all information received from the State to State's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties.

10. **TERMINATION:**

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

11. **FUNDING:**

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

12. **ASSIGNMENT AND AMENDMENTS:**

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. **CONTROLLING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. **SUPERCESSION:**

All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

15. **IT STANDARDS:**

Any software or hardware provided under this Agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

16. **SEVERABILITY:**

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

17. **NOTICE:**

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

18. **SUBCONTRACTORS:**

The Consultant may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the Agreement presenting insufficient skills or inappropriate behavior.

The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Consultant is required to assist in this process as needed.

19. **STATE'S RIGHT TO REJECT:**

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

20. **HOLD HARMLESS:**

The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

21. INSURANCE:

Before beginning work under this Agreement, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

Consultant shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

Consultant shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

Consultant agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

(Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Agreement. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide "tail" coverage for a period of five years after the termination of coverage.)

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

23. CONFLICT OF INTEREST:

Consultant agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Consultant expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

24. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.

25. REPORTING PROVISION:

Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

26. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Consultant Signature

Date

Consultant Printed Name

State - DSS Division Director Tiffany Wolfgang

Date

State - DSS Chief Financial Officer Laurie Mikkonen

Date

State Agency Coding:

CFDA #	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____

DSS Program Contact Person Melanie Boetel
Phone 605-367-5236

DSS Fiscal Contact Person Contract Accountant
Phone 605 773-3586

Consultant Program Contact Person _____
Phone _____

Consultant Program Email Address _____

Consultant Fiscal Contact Person _____
Phone _____

Consultant Fiscal Email Address _____

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES

The State of South Dakota requires all contracts signed July 1, 2009 and later to include documentation that the agency has complied with the procedures set forth in SDCL 5-18A through 5-18D (HB 1260). The documentation must include the request for proposal number (RFP) or the reason the agreement is exempt from the requirements of the law. Payments for contracts that have not complied with the law will be returned as illegal, unauthorized or improper (SDCL 4-9-7).

Provider's Name:

RFP #: _____

(OR)

Check the applicable exemption(s):

(1) Services of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the services. Determine that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole source is based on either the uniqueness of the service or sole availability at the location required;

If checked, please provide explanation:

(2) Emergency services necessary to meet an urgent or unexpected requirement or when health and public safety or the conservation of public resources is a risk;

If checked, please provide explanation:

(3) Services subject to federal law, regulation, or policy or state statute, under which a state agency is required to use a different selection process or to contract with an identified contractor or type of contractor;

(4) Services for professional legal services and services of expert witnesses, hearing officers, or administrative law judges retained by state agencies for administrative or court proceedings;

(5) Services involving state or federal financial assistance passed through by a state agency to a political subdivision;

(6) Medical services and home and community-based services;

(7) Services to be performed for a state agency by another state or local government agency or contracts made by a state agency with a local government agency for the direct provision of services to the public; or

(8) Services to be provided by entertainers for the state fair and other events.

(9) Does not exceed \$50,000.00; [SDCL 5-18D-17](#)

Attachment B – Purchase of Services Contract

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF BEHAVIORAL HEALTH**

**Purchase of Services Agreement
For Provider Services
Between**

State of South Dakota
Department of Social Services
DIVISION OF BEHAVIORAL HEALTH
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Provider

Referred to as State

The State hereby enters into a contract (the “Agreement” hereinafter) for procurement of goods or services. While performing services hereunder, Provider is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. PROVIDER’S South Dakota Vendor Number is .
2. PERIOD OF PERFORMANCE:
 - A. This Agreement shall be effective as of June 1, 2018 and shall end on May 31, 2019, unless sooner terminated pursuant to the terms hereof.
 - C. Agreement is exempt from the request for proposal process. _____
3. PROVISIONS:
 - E. **The Purpose of this Provider contract:**
 - 4.
 5. Does this Agreement involve Protected Health Information (PHI)? YES (X) NO ()
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment A) .
 6. The Provider will not use state equipment, supplies or facilities.
 - F. **The Provider agrees to perform the following services (add an attachment if needed):**
 - 2.
 - G. The TOTAL CONTRACT AMOUNT will not exceed \$.
Payment will be in accordance with SDCL 5-26
4. **BILLING:**

Provider agrees to submit a bill for services within (30) days following the month in which services were provided. Provider will prepare and submit a monthly bill for services. Provider agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

5. **TECHNICAL ASSISTANCE:**

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Provider and to assist in the correction of problem areas identified by the State's monitoring activities.

6. **LICENSING AND STANDARD COMPLIANCE:**

The Provider agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Provider will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Provider's failure to ensure the safety of all individuals served is assumed entirely by the Provider.

7. **ASSURANCE REQUIREMENTS:**

The Provider agrees to abide by all applicable provisions of the following: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, , Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

8. **RETENTION AND INSPECTION OF RECORDS:**

The Provider agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Provider shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Provider agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Provider's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Provider's established record retention policies.

All payments to the Provider by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Provider.

9. **WORK PRODUCT:**

Provider hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, as defined in the Confidentiality of Information paragraph herein, state data, end user data, Protected Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Provider in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Provider without the written consent of the State.

Paper, reports, forms, software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State nonetheless reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Provider agrees to return all information received from the State to State's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties.

10. **TERMINATION:**

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Provider breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

11. **FUNDING:**

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

12. **ASSIGNMENT AND AMENDMENTS:**

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. **CONTROLLING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. **SUPERCESSION:**

All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

15. **IT STANDARDS:**

Any software or hardware provided under this Agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

16. **SEVERABILITY:**

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

17. **NOTICE:**

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Provider, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

18. **SUBCONTRACTORS:**

The Provider may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the Agreement presenting insufficient skills or inappropriate behavior.

The Provider will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Provider will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Provider is required to assist in this process as needed.

19. **STATE'S RIGHT TO REJECT:**

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

20. **HOLD HARMLESS:**

The Provider agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Provider to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

21. **INSURANCE:**

Before beginning work under this Agreement, Provider shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Provider, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Provider agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Provider shall furnish copies of insurance policies if requested by the State.

A. **Commercial General Liability Insurance:**

Provider shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. **Business Automobile Liability Insurance:**

Provider shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. **Worker's Compensation Insurance:**

Provider shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. **Professional Liability Insurance:**

Provider agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

(Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Agreement. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide “tail” coverage for a period of five years after the termination of coverage.)

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Provider certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Provider further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

23. CONFLICT OF INTEREST:

Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

24. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, “State Proprietary Information” shall include all information disclosed to the Provider by the State. Provider acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Provider shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or providers except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Provider is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Provider shall protect confidentiality of the State’s information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Provider; (ii) was known to Provider without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State’s officers or employees having authority to disclose such information; (iv) was independently developed by Provider without the benefit or influence of the State’s information; (v) becomes known to Provider without restriction from a source not connected to the State of South Dakota. State’s Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Provider understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party’s rights under this Agreement. Provider acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Provider will be required to undergo investigation.

25. REPORTING PROVISION:

Provider agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Provider, or the State of South Dakota or its officers, agents or employees to liability. Provider shall report any such event to the State immediately upon discovery.

Provider's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Provider's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Provider to report any event to law enforcement or other entities under the requirements of any applicable law.

26. COST REPORTING REQUIREMENTS:

The Provider agrees to submit a cost report in the format required by the State, and is due four months following the end of the Provider's fiscal year.

or

No reporting is required.

27. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____	_____
Provider Signature	Date

Provider Printed Name	
_____	_____
State - DSS Division Director Tiffany Wolfgang	Date
_____	_____
State - DSS Chief Financial Officer Laurie Mikkonen	Date
_____	_____
State - DSS Cabinet Secretary Lynne A. Valenti	Date

State Agency Coding:

CFDA #	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____

DSS Program Contact Person _____
Phone _____

DSS Fiscal Contact Person Contract Accountant
Phone 605 773-3586

Provider Program Contact Person _____
Phone _____
Provider Program Email Address _____

Provider Fiscal Contact Person _____
Phone _____
Provider Fiscal Email Address _____

Attachment C – Cost Proposal and Justification

STATE OF SOUTH DAKOTA
STR-Opioid: Medication-Assisted Treatment for Prescription Drug and Opioid Addiction
in South Dakota
REQUEST FOR PROPOSAL – COST PROPOSAL AND JUSTIFICATION

PROJECT PERIOD START DATE: 9/04/2018
 PROJECT PERIOD END DATE: 4/30/2019

APPLICANT ORGANIZATION: _____

BUDGET SUMMARY

Provide the total project period funding request in the summary table below. Each line item cost in the summary table should align with the detailed cost tables provided below. The format represented here should be generally followed; offerors can add/remove lines as appropriate in the detailed cost tables and narrative components. If costs are not requested for a particular category (e.g. Contractual), then insert N/A in the Total Project Costs summary table category line as merited.

Category	Total Project Costs
Personnel	
Fringe	
Travel	
Equipment	
Supplies	
Contractual	
Other	
Total Direct Charges	
Indirect Charges	
Total Project Costs	

PERSONNEL

Note: Do not combine the fringe benefit costs with direct salaries and wages in the personnel category. Use the Fringe Benefits section to account for those costs.

Position	Name	Hourly Salary/Rate	Hours	Total Salary Charged to Award
(1)				
(2)				
(3)				
Total Personnel Request				

Personnel Justification

(1)
(2)
(3)

FRINGE BENEFITS

Note: The Position, Name, Rate and Total Salary reflected here should align with what was requested in the Personnel Table. Fringe benefits typically include retirement, FICA, insurance, and social security.

Position	Name	Hourly Salary/Rate	Total Salary Charged to Award	Total Fringe Charged to Award
(1)				
(2)				
(3)				
Total Fringe Benefits Request				

Fringe Benefits Justification

(1)
(2)
(3)

TRAVEL

Note: Travel costs proposed must comply with HHS regulations at 45 CFR §75.474. In-state travel costs should adhere to Travel Reimbursement Rates set by South Dakota Bureau of Human Resources (<https://bhr.sd.gov/classification/compensation/travelrates.pdf>); if higher in-state travel cost rates are proposed justification must be provided. The justification should include the purpose for the travel (e.g. site visit, training), why it is necessary and directly relates to the scope of work, number of trips planned, staff that will be making the trip, and approximate dates/timeline for the travel. The justification should include the basis for travel costs (e.g. number of miles and cost per mile, number of days and daily per diem expense).

Purpose	Destination	Item	Calculation	Travel Cost Charged to the Award
(1)				
(2)				
(3)				
Total Travel Request				

Travel Justification

(1)
(2)
(3)

EQUIPMENT

Note: Equipment is a single item of tangible, nonexpendable, personal property that has a useful life of more than one year and a value of \$5,000 or more (or a cost capitalization threshold established by the applicant organization that is less).

Item(s)	Quantity	Amount	% Charged to the Award	Total Equipment Cost Charged to the Award
(1)				
(2)				
(3)				
Total Equipment Request				

Equipment Justification

(1)
(2)
(3)

SUPPLIES

Note: Supplies are items costing less than \$5,000 per unit (federal definition), often having one-time use.

Item(s)	Rate	Total Supply Cost Charged to the Award
(1)		
(2)		
(3)		
Total Supplies Request		

Supplies Justification

(1)
(2)
(3)

CONTRACTUAL

Note: List the budgets for each sub-award, contract, consultant, or consortium agreement. As part of the justification, provide a summary of the scope of work. The 'Other' column can be used to provide additional cost detail as needed. Please note the differences between contracts, consultants, and consortium agreements:

- **Contracts** are a legal instrument by which the grant recipient purchases good and services needed to carry out the project or program under a Federal award. Contracts include vendors (dealer, distributor or other sellers) that provide, for example, supplies, expendable materials, or data processing services in support of the project activities. The grant recipient must have established written procurement policies and procedures that are consistently applied. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open and free competition. Per 45 CFR §75.2, when the substance of a contract meets the definition of sub-award, it must be treated as a sub-award.
- **Consortium Agreements** are between entities (which may or may not include the grant recipient) working collaboratively on an award supported project. They address the roles, responsibilities, implementation, and rights and responsibilities between entities collaborating on an award.
- **Consultants** are individuals retained to provide professional advice or services for a fee. Travel for consultants and contractors should be shown in this category along with consultant/contractor fees.

Name	Service	Rate	Other	Total Contractual Cost Charged to the Award
(1)				
(2)				
(3)				
Total Equipment Request				

Contracts Justification

(1)
(2)
(3)

OTHER

Note: This category addresses any costs not included in the other cost categories (e.g. conference line expense, travel for training participants, training activities (except costs for consultant and/or contractual)).

Item(s)	Rate	Total Other Costs Charged to the Award
(1)		
(2)		
(3)		
Total Other Request		

Other Costs Justification

(1)
(2)
(3)