STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
700 GOVERNORS DRIVE
PIERRE, SD 57501

Opioid Settlement – Treatment & Recovery for Justice-Impacted Individuals Funding Opportunity

PROPOSALS ARE DUE NO LATER THAN 12/14/26 BY 5PM CST

RFP21517 State POC: Kirsten Blachford EMAIL: Kirsten.Blachford@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____
(Digital signature allowed)

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

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 (DSS), Division of Behavioral Health is seeking proposals for opioid abatement projects that are innovative, evidence-based, and aligned with the FY27–FY30 Statewide Opioid Abatement Strategic Plan under Initiative 1: Treatment and Services for Justice-Involved Individuals.

The objective of this initiative is to expand access to Medication for Opioid Use Disorder (MOUD), behavioral health counseling, and comprehensive case management within correctional settings and during community re-entry transitions through time-limited investments that the Offeror can sustain after the grant. Funded initiatives must focus on establishing coordinated warm handoffs and ensuring continuity of care pre- and post-release.

1.2 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, Department of Social Services. The reference number for the transaction is RFP21517. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 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.

Be sure to reference the RFP number in your letter.

The Letter of Intent must be submitted to Kirsten Blachford via email at Kirsten.Blachford@state.sd.us no later than 11/16/2026**.** Please place the following in the subject line of your email: “Letter of Intent for RFP21517”.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE) ALL DUE BY 5PM CST

RFP Publication	11/09/2026
Letter of Intent to Respond Due	11/16/2026
Offeror Questions Due	11/23/2026
Responses to Offeror Questions	12/01/2026
Request for SFTP folder	12/11/2026
Proposal Submission	12/14/2026
Oral Presentations/discussions (if required)	TBD
Proposal Revisions (if required)	TBD
Anticipated Award Decision/Contract Negotiation	01/18/2027

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the Department of Social Services by the date and time indicated in the Schedule of Activities.

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

Proposals must be submitted as PDFs via Secured File Transfer Protocol (SFTP). Offerors must request an SFTP folder no later than the date indicated in the Schedule of Activities by emailing Kirsten Blachford at Kirsten.Blachford@state.sd.us.

The subject line should read “RFP21517 SFTP Request”. The email should contain the name and the email of the person who will be responsible for uploading the document(s).

Please note, offeror will need to work with their own technical support staff to set up an SFTP compatible software on offeror's end. While the State of South Dakota can answer questions, State of South Dakota is not responsible for the software required.

All proposals may be signed in ink or digitally by an officer of the offeror legally authorized to bind the offeror to the proposal and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected.

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.

1.6 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.

1.7 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.

1.8 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars ($100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that,

if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.10 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.

1.11 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Kirsten Blachford at Kirsten.Blachford@state.sd.us with the subject line "RFP21517".

The State will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's responses will be posted on the state's e-procurement system and the DSS website at http://dss.sd.gov/keyresources/rfp.aspx. 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.

1.12 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. 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.

1.13 LENGTH OF CONTRACT

The contract resulting from this RFP will be issued for the period of one (1) year ending May 31, 2028, with the option for renewal for up to two (2), one (1) year contracts at the discretion of the State based on performance and/or the continued availability of funds. Contracts will be negotiated on an annual basis.

1.14 GOVERNING LAW

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

1.15 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 CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below and as seen in **Exhibit A**, along with any additional terms and conditions that may be necessary to the performance of the scope of work.

2.1 The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3.0 of the RFP and by this reference incorporated herein.

2.2 The Contractor's services under this Agreement shall commence on ___ and end on___, unless sooner terminated pursuant to the terms hereof.

2.3 The Contractor will use State equipment, supplies or facilities. **YES ( ) NO (X)**

2.4 The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

2.5 The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed $___. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.

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

2.7 The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:
Contractor shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars ($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. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees, do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than one million dollars ($1,000,000).

C. Business Automobile Liability Insurance:
Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars ($1,000,000) for each accident. This insurance shall include coverage for vehicles the consultant makes use of in performing work under this Agreement, whether owned, hired, or non-owned vehicles.

D. Worker's Compensation Insurance:
Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or federal law.

For professional, automobile, and worker's compensation insurance, Consultant bears the responsibility to determine which coverage requirements are applicable and the State shall be

entitled to rely on the Consultant's certificate of 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 including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, 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.

2.8 While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

2.9 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor'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. Contractor'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 Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

2.10 This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

2.11 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 law or federal funds reductions, 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.

2.12 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.

2.13 This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

2.14 The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

2.15 The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor 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 Contractor 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.

2.16 Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

2.17 The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor 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.

2.18 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___ on behalf of the State, and by ___, on behalf of the Contractor, 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.

2.19 In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

2.20 All other 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.

3.0 SCOPE OF WORK

The Department of Social Services (DSS), Division of Behavioral Health is seeking proposals for opioid abatement projects that are innovative, evidence-based, and aligned with the FY27–FY30 Statewide Opioid Abatement Strategic Plan under Initiative 1: Treatment and Services for Justice-Involved Individuals.

The objective of this initiative is to expand access to Medication for Opioid Use Disorder (MOUD), behavioral health counseling, and comprehensive case management within correctional settings and during community re-entry transitions through time-limited investments that the Offeror can sustain after the grant. Funded initiatives must focus on establishing coordinated warm handoffs and ensuring continuity of care pre- and post-release.

Target Population:

- Incarcerated individuals in jail or prison facilities
- Individuals transitioning to community re-entry
- Probationers, parolees, or specialty/problem-solving court participants

Examples of Eligible Funding Options (Not All-Inclusive):

- MOUD induction, continuation, and technology to support medication management in jail/detention settings
- Jail-based addiction counseling and peer recovery coaching
- Re-entry care coordination and warm handoff navigation to community providers and supportive technology
- Telehealth infrastructure and one-time funded clinical staffing within correctional settings
- Pre-trial diversion and specialty court clinical/recovery support services

Eligibility & Pre-Qualification

Prior to proposal submission, Offerors shall confirm eligibility under the criteria established herein.

Eligible Offeror Categories (Not All-Inclusive):

- County sheriff offices
- County jails and regional correctional facilities
- Accredited healthcare and behavioral health providers
- State, tribal, county, and local government entities
- Tribal justice and health programs
- Re-entry non-profit organizations proposing to deliver evidence-based programs (EBPs) to fidelity

Eligibility Determinations: Eligibility determinations shall be evaluated on a case-by-case basis. Inclusion or exclusion from the categories listed above does not automatically grant or deny eligibility; DSS reserves sole discretion to determine an Offeror's eligibility based on proposal completeness, organizational readiness, fidelity to proposed models, and alignment with initiative objectives.

Medicaid Enrollment Requirement: Non-governmental Offerors proposing to deliver billable clinical services (e.g., MOUD, counseling, MAT) shall be enrolled as South Dakota Medicaid providers or demonstrate active, documented progress toward Medicaid enrollment at the time of proposal submission. Proposals submitted by non-governmental clinical Offerors unable to verify active enrollment or a documented enrollment pathway shall be deemed ineligible for evaluation.

Prior Funding History: Offerors shall disclose whether their organization has previously received Opioid Settlement Funds or related state/federal substance use disorder (SUD) grant awards. Previously funded Offerors shall articulate how the proposed project is distinct from or substantively builds upon prior grant-funded efforts, and shall demonstrate organizational capacity for compliant fiscal management, invoicing, and reporting. Proposals submitted by ineligible entities or failing to satisfy these pre-qualification requirements shall not be evaluated.

Funding Term and Award Conditions

Award Period: The Department anticipates issuing awards spanning State Fiscal Years 2027 through 2030. Offerors may submit proposals for a single budget period (one fiscal year) or a multi-year term not to exceed three (3) years.

Conditional Nature of Multi-Year Awards: Multi-year proposals are accepted; however, funding beyond the initial award period (Year 1) remains contingent upon continued legislative appropriation authority, availability of Opioid Settlement Funds, and demonstrated grantee performance. Neither the submission of a multi-year proposal nor an initial award shall be construed as a commitment of funding beyond the current appropriated period. DSS reserves the right to award funding for a single budget year, a partial term, or the full requested multi-year period at its sole discretion based on fund availability and proposal score.

Annual Milestone Requirement: Irrespective of requested term length, Offerors shall establish specific, measurable milestones for each individual budget year within the proposed period (Section 3.1.7). Annual milestones shall reflect standalone, evaluable progress within each funded year to ensure completed work remains functional and independent of subsequent-year funding.

Continuation Review: Multi-year grant renewals are subject to annual legislative appropriation, continued availability of settlement funds, satisfactory milestone progress (including project initiation within ninety days per Section 3.1.7.1), and reporting compliance. Specific renewal criteria and performance benchmarks shall be established in the resulting agreement.

Initiative Summary Table

Priority Area / Needs Assessment Gap	Target Population	Objective & Scope Description	Priority Offeror Categories (Not All-Inclusive)	Examples of Eligible Funding Options (Not All-Inclusive)
Treatment and Services for Justice-Involved Individuals	• Incarcerated individuals in jail/prison facilities • Individuals transitioning to community re-entry • Probationers, parolees, or specialty court participants.	Strengthen access to Medication for Opioid Use Disorder (MOUD), behavioral health counseling, and comprehensive case management within correctional settings and during community re-entry transitions through time-limited investments that can be sustained after the grant. Focus on establishing coordinated warm handoffs and continuity of care pre- and post-release.	• County sheriff offices • County jails • Regional correctional facilities • Accredited behavioral health providers • State, tribal, county, and local government entities • Tribal justice/health programs • Re-entry non-profit organizations	• MOUD induction, continuation, and medication management in jail/detention • Jail-based addiction counseling and peer recovery coaching • Re-entry care coordination and warm handoff navigation to community providers • Telehealth infrastructure and clinical staffing within correctional settings • Pre-trial diversion and specialty court clinical/recovery support services

3.1 PROPOSAL SUBMISSION REQUIREMENTS

Offerors shall provide a technical narrative proposal addressing all requirements outlined in Sections 3.1.1 through 3.1.7 below, not to exceed ten (10) pages (excluding Exhibits). Offerors shall also complete and submit **Exhibit B**: Cost Proposal & Staffing Credentials Table. Technical narrative responses must correspond directly to the data and entries submitted in **Exhibit B**.

3.1.1 Problem Statement and Strategic Alignment

3.1.1.1 Project Scope: Offerors shall confirm funding request under Initiative 1: Treatment and Services for Justice-Involved Individuals and provide a concise summary description of the proposed project.
3.1.1.2 Data-Driven Need: Offerors shall demonstrate how the proposed project addresses specific priorities established in the FY27–FY30 Strategic Plan. Responses shall cite local quantitative data (e.g., correctional intake screening data, county jail recidivism/overdose rates, law enforcement data, syndromic surveillance, or facility waitlists) to justify the proposed intervention.
3.1.1.3 Community Impact: Offerors shall articulate how the proposed project will transform community and justice-system outcomes beyond localized impacts (e.g., scalable correctional-to-community workflows, regional detention partnerships, systemic recidivism reduction).

3.1.1.4 Strategic Gap Alignment: Offerors shall describe how the project directly addresses specific service deficits in justice-involved care, detailing existing local service gaps and explaining how grant funds will bridge these gaps.

3.1.2 Proposed Solution and Methodology

3.1.2.1 Evidence-Based Overview: Offerors shall provide a detailed narrative of the proposed solution. Proposed interventions shall be evidence-based and adhere to recognized clinical, correctional health, or public health standards (e.g., SAMHSA guidelines, ASAM criteria, or established Medication for Opioid Use Disorder [MOUD] correctional clinical practices).

3.1.2.1.a Fidelity Monitoring Plan: Offerors shall detail a plan to monitor fidelity to the proposed evidence-based interventions model during the performance period.

3.1.2.1.b Accreditation Pathway (Non-Accredited Offerors): Non-accredited entities proposing to deliver approved EBPs to fidelity remain eligible for consideration. Such Offerors shall submit a detailed timeline and operational plan for securing appropriate state accreditation or credentialing during the grant term, particularly when requesting multi-year funding.

3.1.2.2 Statement of Work (SOW): Offerors shall describe (a) the existing operations the Offeror will continue to fund and (b) each one-time investment requested under this grant. For each one-time investment, Offerors shall state the deliverable and when it will be complete using the format below.

Service / Activity	Existing Operations (Not Requested)	One-Time Investment (Requested)
Sample: MOUD Induction (In-Jail)	*Approximately 5 inductions per month with existing funds*	*MOUD protocol training for clinical staff; EHR and telehealth system setup*
Sample: Re-Entry Case Management & Warm Handoff	*No formal warm handoff partnerships*	*Signed MOUs with community MOUD prescribers and outpatient providers; Medicaid enrollment pathway*
Sample: Telehealth Equipment (Correctional Facility)	*Limited telehealth capability*	*Telehealth equipment and connectivity infrastructure (one-time capital purchase)*

3.1.2.3 Policy and Allowable Use Alignment: Offerors shall confirm that proposed activities conform to allowable abatement uses set forth in the Opioid Settlement Memorandum of Agreement (MOA). Offerors shall select the primary allowable use area in **Exhibit C**: Approved Opioid Settlement Fund Uses Area (designating only ONE primary category).

3.1.2.4 Financial Sustainability: For each one-time investment and each one-time grant-funded position, Offerors shall detail how the outcome or capacity will be sustained after the grant, who will bear any continuing cost, and the evidence of that commitment (e.g., Letter of Support, MOU, or budget resolution). For billable clinical services (e.g., counseling, MAT/MOUD), Offerors shall provide a “Bridge-to-Billing” operational schedule for Medicaid or third-party insurance reimbursement.

Investment or Position	How Sustained	Funding Source	Evidence of Commitment
Sample: MOUD induction (in-jail) start-up training and EHR/telehealth setup	*Trained staff continue induction as part of existing duties; billable services move to Medicaid under the Bridge-to-Billing schedule*	*Medicaid and third-party reimbursement; Offeror operating budget*	*Medicaid enrollment confirmation; Bridge-to-Billing schedule*
Sample: Telehealth equipment (correctional facility)	*One-time purchase; ongoing connectivity and maintenance (est.*	*County Sheriff’s Office operating budget*	*Letter from County Sheriff*

Investment or Position	How Sustained	Funding Source	Evidence of Commitment
	$3,200/year) absorbed beginning Year 2		
Sample: Re-entry MOUs and Medicaid enrollment pathway	*MOUs remain in effect; case management billed to Medicaid TCM codes once provider enrollment is final*	*Medicaid TCM reimbursement*	*Signed MOUs; Medicaid provider enrollment confirmation*
Sample: Peer Recovery Coach position (Years 1–2)	*Beginning Year 3, 25% moves to the County general behavioral health fund; the remaining 75% is sustained through a pending SAMHSA grant and community foundation funding*	*County behavioral health fund; SAMHSA grant (pending); community foundation*	*County budget resolution or Letter of Support; SAMHSA application confirmation*

3.1.3 Performance Metrics and Outcome Measures

Because Opioid Settlement Funds are time-limited, Offerors shall respond to each of the following required questions:

3.1.3.1 Measurable Outcomes: Offerors shall establish specific, measurable numerical targets across the award term as shown below.

Program Outcomes	Performance Metrics / Numerical Targets
Sample: MOUD Access & Induction	*Induct 50 unduplicated justice-involved individuals onto MOUD during incarceration by the end of Year 1.*
Sample: Continuity of Medication	*Maintain uninterrupted MOUD dosing for 90% of enrolled participants throughout their incarceration period, with no more than a 24-hour gap in administration.*
Sample: One-Time Investment Completion	*Complete each one-time investment in Section 3.1.2.2 by its stated date, with [#] staff trained and [system] operational.*

3.1.3.2 Reporting Acknowledgment and Baseline Data: Awarded grantees shall submit quarterly programmatic and financial reports utilizing the DSS Quarterly Reporting Template (**Exhibit D**). Prior to the initial reporting period, grantees shall establish baseline data for each approved performance metric to measure growth. Grantees shall report against DSS core statewide baseline metrics applicable to justice-involved initiatives alongside approved project-specific targets per the schedule set forth in **Exhibit D**.

3.1.4 Stakeholder Engagement and Partner Coordination

3.1.4.1 Ecosystem Integration: Offerors shall identify key community partners and stakeholders relevant to the project (e.g., county sheriffs, jail administrators, unified judicial system personnel, specialty courts, community mental health centers, peer recovery organizations), defining each entity's operational role in service delivery.

3.1.4.2 Non-Duplication of Services: Offerors shall demonstrate active coordination with existing regional service providers to prevent service duplication. Offerors shall attach executed or draft Memoranda of Understanding (MOUs) or formal Letters of Support from primary coordination partners (especially correctional facilities or partner clinical providers where direct services occur).

3.1.5 Care Transitions and Warm Handoff Protocols

3.1.5.1 Transition Protocols: Offerors shall detail formal "Warm Handoff" protocols governing client transitions from correctional facilities, pre-trial diversion, or specialty courts into community-based outpatient treatment, residential care, MOUD prescribers, or recovery housing.
3.1.5.2 Accountable Personnel: Offerors shall specify the clinical personnel roles, re-entry coordinators, or peer navigators directly accountable for executing transition protocols, scheduling bridge appointments, coordinating transportation/medication access, and verifying completed referrals.

3.1.6 Staffing Plan and Key Personnel Credentials

3.1.6.1 Key Personnel: Offerors shall identify all key personnel by position title, required professional credentials or licensure (e.g., Licensed Addiction Counselor [LAC], Certified Addiction Counselor [CAC], Certified Peer Support Specialist [CPS], Licensed Practical Nurse [LPN], Registered Nurse [RN], Medical Provider [MD/DO/NP/PA]), and filled or vacant status. For unfilled positions, Offerors shall provide an estimated recruitment, hiring, and onboarding schedule.
3.1.6.2 Clinical vs. Peer Support Roles: Offerors shall clearly distinguish licensed clinical positions from peer support roles to ensure compliance with state credentialing and billing standards. Non-certified individuals performing peer support functions shall adhere to a documented timeline for obtaining Certified Peer Support Specialist (CPS) certification.
3.1.6.3 Grant-Funded Positions: Opioid Settlement Funds may support a position only if it is needed to deliver a one-time investment identified in Section 3.1.2.2. In **Exhibit B**, Offerors shall state for each such position the percentage funded by the grant versus third-party billing (e.g., Medicaid), the grant-funded period, and the post-grant funding source, and shall confirm that grant funds do not replace existing funding (anti-supplanting).

3.1.7 Implementation Timeline and Project Milestones

3.1.7.1 Implementation Start Date Requirement: Offerors shall designate a target Implementation Start Date occurring within ninety (90) days of award execution. Implementation is defined as the initiation of substantive grant-funded activities (e.g., staff onboarding, participant enrollment, training delivery, executed subcontracts, or supply procurement). Administrative planning meetings do not satisfy this requirement.
3.1.7.2 Project Milestones: Offerors shall summarize major project implementation milestones, including target completion dates and responsible lead roles. The timeline shall identify the Implementation Start Date, at least one measurable milestone completed within the first 90 days of each budget year, and annual milestones for multi-year terms. See the example below.

Proposed Milestone / Activity	Target Completion Date	Responsible Lead Role
Implementation Start Date: *Execute subcontract with contracted clinical provider; onboard Re-Entry Case Manager and Peer Recovery Coach*	*Month 1 (30 days post-award)*	*Project Director*
Complete MOUD protocol training and EHR/telehealth system setup within correctional facility	*Month 2*	*Clinical Supervisor / IT Coordinator*
90-Day Milestone: *Induct first 15 unduplicated participants onto MOUD; finalize Medicaid enrollment pathway for eligible participants*	*Month 3*	*Medical Provider (NP/PA) & Case Manager*
Execute signed MOUs with 3 community-based MOUD prescribers and 2 outpatient behavioral health providers for warm handoff partnerships	*Month 5*	*Re-Entry Coordinator*

Proposed Milestone / Activity	Target Completion Date	Responsible Lead Role
Achieve cumulative MOUD induction target of 50 unduplicated participants; submit Q4 performance report	*Month 12*	*Project Director*
***90-Day Milestone (Year 2):** Begin Medicaid billing for in-jail MOUD and re-entry case management per the Bridge-to-Billing schedule*	*Month 15 (Month 3 of Year 2)*	*Project Director / HR Lead*
Achieve 85% warm handoff completion rate for releasing participants; conduct mid-year fidelity audit of case management model	*Month 18*	*Clinical Supervisor*

3.1.7.3 Delay Notification Requirement: Awarded grantees shall provide immediate written notification to DSS upon identifying actual or anticipated delays affecting the Implementation Start Date or scheduled project milestones, outlining the cause, a revised timeline, and proposed corrective steps.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

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 **Offeror's Contacts**: 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 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 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.

4.3.1 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;

4.3.2 Dates of the service/contract; and

4.3.3 A brief, written description of the specific prior services performed and requirements thereof.

4.4 The offeror must submit a copy of their most recent independently audited financial statements.

4.5 If an offerors proposal is not accepted by the State, the proposal will not be reviewed/evaluated. Examples include: Proposal was not received on time. Proposal was not signed. Electronic file was not provided.

5.0 PROPOSAL RESPONSE FORMAT

5.1 Only a PDF copy shall be submitted via SFTP folder.

5.1.1 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

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 (1st page of RFP) completed and signed.

5.2.2 **Executive Summary.** The one-to-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. 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.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 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:

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 Resources available to perform the work, including any specialized services, within the specified time limits for the project;

6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;

6.1.4 Availability to the project locale;

6.1.5 Familiarity with the project locale;

6.1.6 Proposed project management techniques; and

6.1.7 Ability and proven history in handling special project constraints;

6.1.8 Cost proposal.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.5.1 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.

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

6.5.3 Only the response of the vendor awarded work becomes public. Responses to work orders for vendors not selected and the evaluation criteria and scoring for all proposals are not public. Vendors may submit a redacted copy with the full proposal as stated in Section 1.12 Proprietary Information. SDCL 1-27-1.5 and See SDCL 1-27-1.5 and 1-27-1.6.

7.0 COST PROPOSAL

Offerors shall submit a detailed cost proposal reflecting all anticipated expenditures necessary to execute the proposed scope of work. Allowable budget categories include direct and indirect personnel salaries and fringe benefits, insurance, vehicle expenses, facility lease/rent/maintenance, office supplies, utilities, professional fees, and contracted services. A Cost Proposal (**Exhibit B**: Cost Proposal & Staffing Credentials Table) shall be submitted for this initiative. Narrative justifications shall align precisely with budget schedules in **Exhibit B**.

7.1 Proposed Payment Method:

Offerors shall propose how they wish to receive grant funds (reimbursement of actual costs, milestone-based payment, advance payment, or a combination) and explain why. A request for an advance shall explain the cash need and how unspent funds will be safeguarded. DSS reserves the right to determine the payment method for each award, subject to applicable State requirements.

7.2 Quarterly Cash Needs:

Offerors shall complete the quarterly cash needs schedule in **Exhibit B**, stating the amount requested each quarter and the deliverable or milestone it supports. Quarterly amounts shall reconcile to the total budget and to the milestones in Section 3.1.7.2.

Exhibit A

DSS Purchase Order #: 27SC08_ _ _ _
DSS Agreement #: 27-08_ _- _ _ _

STATE OF SOUTH DAKOTA
INDIVIDUAL GRANTEE/RECIPIENT AGREEMENT
Between

[NAME OF GRANTEE] [ADDRESS] [CITY, STATE, ZIP CODE] [TELEPHONE NUMBER]	State of South Dakota Department of Social Services DIVISION OF BEHAVIORAL HEALTH 700 Governors Drive Pierre, SD 57501-2291
Referred to as Grantee	Referred to as State

The State hereby enters into this agreement (Agreement) for an award of (Federal) and/or (State) financial assistance to a Grantee in consideration of and pursuant to the terms and conditions set forth herein.

1. Upon execution of agreement, Grantee will provide the State with Grantee's Employer Identification Number or Federal Tax Identification Number.

2. PERIOD OF PERFORMANCE**:**
   A. This Agreement shall be effective as of June 1, 2027 and shall end on May 31, 2028, unless sooner terminated pursuant to the terms hereof.

   B. This Agreement is the result of the request for proposal (RFP) process: RFP #_____

3. BASIS FOR SUBAWARD AMOUNTS**:**
   This grant is made for the purpose of ___.

Amount provided by State/Grantor is	$___
Amount matched by Grantee	$___
Total Grant Amount	$___

4. PROVISIONS (add an addendum if needed):
   A. The Grantee agrees to:

      1. ___.

      2. Does this Agreement involve PHI? Choose an item.
         If PHI is involved, a Business Associate Agreement must be attached and is incorporated herein and by this reference made a part hereof. *See* Attachment ___.

      3. Provide documentation of expenditures incurred.

   B. The State agrees to:
      1. ___.

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

6. LICENSING AND STANDARD COMPLIANCE**:**
   The Grantee agrees to comply 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 Grantee 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 Grantee's failure to ensure the safety of all individuals served is assumed entirely by the Grantee.

7. ASSURANCE REQUIREMENTS**:**
   (For Federally funded contracts only). The Grantee agrees to abide by all applicable provisions of the following assurances: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive orders 12549 and 12689) (Debarment and Suspension), Drug-Free Workplace, 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, 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, Americans with Disabilities Act of 1990, 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. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:
   Executive Order 2020-01 provides that for Grantees, vendors, suppliers or subgrantees with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars ($100,000) or more, by signing this Agreement Grantee certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Grantee further agrees to provide immediate written notice to the State if during the term of this

Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

9. COMPLIANCE WITH SDCL ch 5-18A:
Grantee certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

10. RETENTION AND INSPECTION OF RECORDS**:**
The Grantee 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, and other information records necessary for reporting and accountability required by the State. The Grantee 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 Grantee 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 Grantee'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 Grantee's established record retention policies.

All payments to the Grantee 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 Grantee.

11. WORK PRODUCT:
Grantee hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by Grantee in connection with the performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by Grantee without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

12. AUDIT REQUIREMENTS:
For nonprofit sub-recipients if federal funds of $1,000,000 or more have been expended by the Grantee during the Grantee's fiscal year the audit shall be conducted in accordance with OMB Circular A-133, now under Subpart F-Audit Requirements in 2 CFR Part 200 by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following the end of the fiscal year being audited. For an A-133, now under Subpart F audit, approval must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

For either an entity-wide, independent financial audit or an A-133, now under Subpart F-Audit, the Grantee assures resolution of all interim audit findings. The Grantee shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the Department or its' Grantee(s) may perform.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely satisfied.

13. COST PRINCIPLES:
If applicable, Grantee agrees to comply in full with the administrative requirements and cost principles as outlines in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

14. TERMINATION:
This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Grantee breaches any of the terms or conditions hereof, this Agreement may be terminated by the State 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. If termination for breach is effected by the State, any payments due to Grantee at the time of termination may be adjusted to cover any additonal costs to the State as a result of Grantee's breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If the State terminates for a breach by Grantee and it is determined that the Grantee was not at fault, then Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.

15. SURVIVAL FOLLOWING TERMINATION:
Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the confidentiality, indemnification, controlling law and venue, and sovereign immunity provisions.

16. 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 upon five days written notice. Grantee agrees that termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State or any officer, agent or employee of the State and Grantee waives any claim against the same.

17. ASSIGNMENT AND AMENDMENT:
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.

18. 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.

19. SUPERSESSION:
All other 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.

20. SEVERABILITY:
In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

21. 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 Grantee, 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.

22. SUBCONTRACTORS/SUBGRANTEES:
The Grantee may not use subcontractors or subgrantees to perform the services described herein without the express prior written consent of the State. Grantee will include provisions in its subcontracts requiring its subgrantees to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Grantee will cause its subgrantees, subcontractors, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards 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 and or subgrantees. The Grantee shall assist in the vetting process.

23. STATE'S RIGHT TO REJECT:
The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior or is considered by the State to be a security risk.

24. INDEMNIFICATION:
Grantee agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Grantee shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Consultant's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and

employees, Grantee shall engage other professionals, subject to the written approval of the State which shall not be unreasonably witheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Consultant, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Grantee in the defense. This section does not require Grantee to be responsible for or defend against claims or proceedings for damages, liabilities, lossess or equitable relief arising solely from errors or omissions of the State, its officers, agents, or employees.

25. INSURANCE:

At all times during the term of this Agreement, Grantee shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:
Grantee shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars ($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. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
Grantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than one million dollars ($1,000,000).

C. Business Automobile Liability Insurance:
Grantee shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars ($1,000,000) for each accident. This insurance shall include coverage for vehicles the Grantee makes use of in performing work under this Agreement, whether owned, hired, or non-owned vehicles.

D. Worker's Compensation Insurance:
Grantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or federal law.

For professional, automobile, and worker's compensation insurance, Grantee bears the responsibility to determine which coverage requirements are applicable and the State shall be entitled to rely on the Grantee's certificate of insurance. Before beginning work under this Agreement, Grantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and

employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Grantee agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Grantee shall furnish copies of insurance policies if requested by the State.

26. TERMS:
By accepting this Agreement, the Grantee assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written Approval by the State shall be in violation of the terms of this Agreement, and the Agreement shall be subject to termination.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:
Grantee certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Grantee further agrees that it will immediately notify the State if during the term of this Agreement 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.

28. CONFLICT OF INTEREST:
Grantee agrees to establish safeguards to prohibit employees 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 Grantee expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

29. CONFIDENTIALITY OF INFORMATION:
For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to Grantee by the State and all information, regardless of its format, obtained by Grantee through the provisions of services as contemplated by this Agreement. Grantee, and any person or entity affiliated with Grantee shall not disclose any Confidential 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. Grantee, and any person or entity affiliated with Grantee shall not: (i) disclose any Confidential Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of Confidential Information except to exercise rights and perform obligations under this Agreement; (iii) make Confidential Information available to any of its employees, officers, agents or consultants except those who have agreed, by contract, to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. Grantee, and any person or entity affiliated with Grantee is held to the same standard of care in guarding Confidential Information as it applies to its own

confidential or proprietary information and materials of a similar nature, and no less than holding Confidential Information in the strictest confidence. Grantee, and any person or entity affiliated with Grantee shall protect the 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.

Confidential Information shall not include information that: (i) was in the public domain at the time it was disclosed to Grantee or to any person or entity affiliated with Grantee; (ii) was known to Grantee, or to any person or entity affiliated with Grantee, without restriction at the time of disclosure from the State; (iii) was disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Grantee, or by any person or entity affiliated with Grantee, without the benefit or influence of the State's information; or (v) becomes known to Grantee, or to any person or entity affiliated with Grantee, without restriction, from a source not connected to the State of South Dakota.

Confidential Information can include, but is not limited to, names, social security numbers, employer numbers, addresses and all other data about applicants, participants, employers or other clients to whom the State provides services of any kind. Grantee understands that this information may be confidential and protected under state or federal law. Grantee agrees to immediately notify the State if the information is disclosed, either intentionally or inadvertently.

If work assignments performed in the course of this Agreement require additional security requirements or clearance, Grantee agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

Grantee will enforce the terms of this Confidentiality Provision to its fullest extent.

Grantee agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision and to immediately notify the State of such matter.

Grantee will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, Grantee agrees to return to the State, at Grantee's cost, any Confidential Information or documentation maintained by Grantee regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Grantee and State.

30. RECIPIENT, SUB-RECIPIENT ATTESTATION:
By signing this Agreement, Recipient or Sub-recipient attests to the following requirements as set forth in SDCL §1-56-10:

(A) A conflict-of-interest policy is enforced within the recipient's or Sub-recipient's organization;

(B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-recipient's website;

(C) An effective internal control system is employed by the recipient's or Sub-recipient's organization; and

(D) If applicable, the recipient or Sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-recipient's website.

A recipient or Sub-recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were raised and addressed by the State prior to signing this Agreement.

In the event of a significant change in the conflict-of-interest policy, recipient or Sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Recipient or Sub-recipient understands that any change in the conflict-of-interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

31. DAVIS-BACON ACT:
When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

32. COMPLIANCE WITH 40 U.S.C. 3702 AND 3704:
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

33. FUNDING AGREEMENT AND "RIGHTS TO INVENTION":
If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Grantee must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

34. FORCE MAJEURE:
Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, quarantine, epidemic, pandemic, earthquake or any act of God, or any causes beyond the party's reasonable control provided, however that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance.

35. WAIVER OF BREACH:
The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions in this Agreement.

36. HEADINGS:
The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

37. SOVEREIGN IMMUNITY:
Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers, or employees.

38. AUTHORITY TO EXECUTE:
Grantee represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by Grantee and that no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for Grantee to enter into this Agreement and perform its obligations under this Agreement. If the Grantee is a corporation, said corporation is duly incorporated, validly existing, and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement. If Grantee is an individual person, partnership, or other non-corporate entity, Grantee is authorized to conduct business in and is in good standing in each jurisdiction in which Grantee will conduct business in connection with this Agreement. Grantee has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Grantee's performance of the services. Grantee will maintain all required certifications, licenses, permits and authorizations during the term of this Agreement at its own expense.

AUTHORIZED SIGNATURES:
In Witness Whereof, the parties signify their agreement effective the date below last written by the signatures affixed below.

Grantee Signature	Date
Grantee Printed Name	
State - DSS Division Director	Date
State - DSS Chief Financial Officer Steve Rasmussen	Date
State – DSS Interim Cabinet Secretary Brenda Tidball-Zeltinger	Date

Vendor Number: **Group Number:**
State Agency Coding:

ALN #				
Company				
Account				
Center Req				
Center User				
Dollar Total				

DSS Program Contact Person _____
Phone _____

Grantee Program Contact Person _____
Phone _____
Grantee Program Email Address _____

Grantee Fiscal Contact Person _____
Phone _____
Grantee Fiscal Email Address _____

Materials included after the signature page are provided for informational purposes only and have no contractual effect unless expressly referenced as an attachment within this contract.

Exhibit C

APPROVED OPIOID SETTLEMENT FUND USES AREA

(Opioid Settlement MOA Allowable Abatement Uses Checklist)

INSTRUCTIONS FOR OFFERORS: Offerors shall select the primary allowable abatement use area with which the proposed project is most aligned. Check only **ONE** primary designation that best represents the core focus of your proposed scope of work.

PART ONE: TREATMENT

A. Treat Opioid Use Disorder (OUD)

[ ] **A.1** Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including FDA-approved Medication-Assisted Treatment (MAT).

[ ] **A.2** Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.

[ ] **A.3** Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

[ ] **A.4** Improve oversight of Opioid Treatment Programs ("OTPs") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

[ ] **A.5** Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

[ ] **A.6** Provide treatment of trauma for individuals with OUD and family members and training of health care personnel to identify and address such trauma.

[ ] **A.7** Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[ ] **A.8** Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

[ ] **A.9** Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

[ ] **A.10** Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

[ ] **A.11** Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

[ ] **A.12** Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("DATA 2000") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

[ ] **A.13** Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

[ ] **A.14** Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. Connect People Who Need Help to the Help They Need (Intervention)

[ ] **B.1** Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

[ ] **B.2** Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

[ ] **B.3** Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

[ ] **B.4** Purchase automated versions of SBIRT and support ongoing costs of the technology.

[ ] **B.5** Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

[ ] **B.6** Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

[ ] **B.7** Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

[ ] **B.8** Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

[ ] **B.9** Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

[ ] **B.10** Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

[ ] **B.11** Expand warm hand-off services to transition to recovery services.

[ ] **B.12** Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

[ ] **B.13** Develop and support best practices on addressing OUD in the workplace.

[ ] **B.14** Support assistance programs for health care providers with OUD.

[ ] **B.15** Engage non-profits and the faith community as a system to support outreach for treatment.

[ ] **B.16** Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

C. Support People in Treatment and Recovery and Reduce Stigma

[ ] **C.1** Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

[ ] **C.2** Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

[ ] **C.3** Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

[ ] **C.4** Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

[ ] **C.5** Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

[ ] **C.6** Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

[ ] **C.7** Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

[ ] **C.8** Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

[ ] **C.9** Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

[ ] **C.10** Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

[ ] **C.11** Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

[ ] **C.12** Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

[ ] **C.13** Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

[ ] **C.14** Create and/or support recovery high schools.

[ ] **C.15** Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

D. Address the Needs of Criminal-Justice-Involved Persons

[ ] **D.1** Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions (e.g., Angel Programs, PAARI, DART, Naloxone Plus, LEAD, Civil Citation, or Co-responder models).

[ ] **D.2** Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

[ ] **D.3** Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

[ ] **D.4** Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

[ ] **D.5** Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

[ ] **D.6** Support critical time interventions ("CTI"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs upon release from correctional settings.

[ ] **D.7** Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or service providers.

E. Address the Needs of Women Who Are or May Become Pregnant

[ ] **E.1** Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and NAS family supports.

[ ] **E.2** Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

[ ] **E.3** Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

[ ] **E.4** Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term medical monitoring for NAS families.

[ ] **E.5** Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS receive a referral and Plan of Safe Care.

[ ] **E.6** Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

[ ] **E.7** Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions.

[ ] **E.8** Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

[ ] **E.9** Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including parent skills training.

[ ] **E.10** Provide support for Children's Services—Fund additional positions and services, including supportive housing and residential placement supports relating to foster care due to custodial opioid use.

PART TWO: PREVENTION

F. Prevent Over-Prescribing and Ensure Proper Prescribing of Opioids

[ ] **F.1** Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with CDC Guidelines (academic detailing).

[ ] **F.2** Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

[ ] **F.3** Continuing Medical Education (CME) on appropriate prescribing of opioids.

[ ] **F.4** Providing support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

[ ] **F.5** Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs") (usability, point-of-care decision-making, surveillance data).

[ ] **F.6** Ensuring PDMPs incorporate available overdose/naloxone deployment data, including EMT overdose database tracking.

[ ] **F.7** Increasing electronic prescribing to prevent diversion or forgery.

[ ] **F.8** Educating dispensers on appropriate opioid dispensing.

G. Prevent Misuse of Opioids

[ ] **G.1** Funding media campaigns to prevent opioid misuse.

[ ] **G.2** Corrective advertising or affirmative public education campaigns based on evidence.

[ ] **G.3** Public education relating to drug disposal.

[ ] **G.4** Drug take-back disposal or destruction programs.

[ ] **G.5** Funding community anti-drug coalitions that engage in drug prevention efforts.

[ ] **G.6** Supporting community coalitions in implementing evidence-informed prevention, including SAMHSA's Strategic Prevention Framework ("SPF").

[ ] **G.7** Engaging non-profits and faith-based communities as systems to support prevention.

[ ] **G.8** Funding evidence-based prevention programs in schools or evidence-informed school and community education programs for students, families, and athletic programs.

[ ] **G.9** School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse.

[ ] **G.10** Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD.

[ ] **G.11** Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids, including emotional modulation and resilience.

[ ] **G.12** Support greater access to mental health services and supports for young people provided by school nurses, behavioral health workers, or school staff.

H. Prevent Overdose Deaths and Other Harms (Harm Reduction)

[ ] **H.1** Increased availability and distribution of naloxone and other overdose-reversal drugs for first responders, patients, families, schools, outreach workers, and re-entry individuals.

[ ] **H.2** Public health entities providing free naloxone to anyone in the community.

[ ] **H.3** Training and education regarding naloxone and overdose reversal for first responders, patients, families, schools, and community groups.

[ ] **H.4** Enabling school nurses and other school staff to respond to opioid overdoses, equipped with naloxone and training.

[ ] **H.5** Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

[ ] **H.6** Public education relating to emergency responses to overdoses.

[ ] **H.7** Public education relating to immunity and Good Samaritan laws.

[ ] **H.8** Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

[ ] **H.9** Syringe service programs and other evidence-informed harm reduction programs, including supplies, staffing, peer support, fentanyl checking, and treatment connections.

[ ] **H.10** Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from IV drug use.

[ ] **H.11** Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, and healthcare.

[ ] **H.12** Providing training in harm reduction strategies to healthcare providers, students, peer recovery coaches, and outreach specialists.

[ ] **H.13** Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. First Responders

[ ] **I.1** Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

[ ] **I.2** Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. Leadership, Planning and Coordination

[ ] **J.1** Statewide, regional, local or community planning to identify root causes, goals for reducing harms, and high-need populations.

[ ] **J.2** Dashboards to share plans/reports, track settlement spending, report program outcomes, or visualize key health indicators.

[ ] **J.3** Invest in agency infrastructure or staffing to support collaborative, cross-system coordination to abate the opioid epidemic.

[ ] **J.4** Provide resources to staff government oversight and management of opioid abatement programs.

K. Training

[ ] **K.1** Provide funding for staff training or networking programs and services to improve the capability of government, community, and non-profit entities.

[ ] **K.2** Support infrastructure and staffing for collaborative cross-system coordination to prevent misuse/overdoses and treat OUD (health systems, pharmacies, PDMPs).

L. Research

[ ] **L.1** Monitoring, surveillance, data collection and evaluation of programs and strategies described in the abatement list.

[ ] **L.2** Research non-opioid treatment of chronic pain.

[ ] **L.3** Research on improved service delivery for modalities such as SBIRT in vulnerable populations.

[ ] **L.4** Research on novel harm reduction and prevention efforts such as fentanyl test strips.

[ ] **L.5** Research on innovative supply-side enforcement efforts such as improved detection of mail-based synthetic opioids.

[ ] **L.6** Expanded research on swift/certain/fair models to reduce/deter opioid misuse within criminal justice populations (e.g., HOPE, Dakota 24/7).

[ ] **L.7** Epidemiological surveillance of OUD-related behaviors in critical populations (e.g., ADAM model).

[ ] **L.8** Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets.

[ ] **L.9** Geospatial analysis of access barriers to MAT and their association with treatment engagement and outcomes.

Exhibit D

Opioid Grant Reporting Checklist

Grantee:

The following metrics will be captured through an electronic reporting form, submitted on a quarterly basis.

Universal Metrics

Areas Served

[A.1.1] What South Dakota counties does the project serve?

[A.1.1] Are there any unexpected populations or areas that benefited from the services?

Outcomes Achieved

[A.2.1] Describe changes or improvements that have occurred since last reporting.

[A.2.2] Are your current outcomes different than originally anticipated? If so, how?

Community Impact

[A.3.1] Describe any systems, partnerships, or programs you are leveraging to support your project.

[A.3.2] Explain how this project has enhanced existing services or filled gaps in your community.

[A.3.3] Share any testimonials or community feedback demonstrating the project's value.

Project Sustainability

[A.4.1] What funding sources have you secured or are actively pursuing to sustain these efforts?

[A.4.2] What adaptations, if any, will you make to ensure program sustainability?

State Identified Metrics

Capital Projects, Infrastructure, & Equipment

[B.1] Describe progress achieved in project milestones, approvals, or equipment procurement this reporting period. Include percentage of completion for each approved capital item.

[B.2] Are there any current or anticipated delays to the approved construction or equipment implementation timeline? If so, please explain.

Services Provided

[C.1] Total number of individuals served during the reporting period, including age, gender, and race.

[C.2] Total number of individuals receiving MOUD during the reporting month, by medication type.

[C.3] Total number of individuals who received treatment services for co-occuring behavioral health issues during the reporting period

[C.4] Aggregate count of clients by disposition at the end of the reporting period (e.g., total number of clients who successfully completed services, were retained in care, or were successfully linked to continuing care)

[C.5] Referrals made to supporting services, by type

[C.6] Total number of clinical hours, educational sessions, and family support sessions provided.

[C.7] Total number of individuals diverted from emergency departments or the justice system via law enforcement, EMS, or community drop-offs.

[C.8] Average length of stay (in hours or days) a patient spends in the triage, sobering, or intake center prior to discharge or transfer.

[C.9] Total number of post-crisis follow-ups conducted

[C.10] Total number of individuals receiving non-clinical recovery support services during this period (please specify the primary supports provided, such as recovery housing, transportation, or employment assistance)

[C.11] Total number of individuals (youth and adults) that received prevention and education training or education

[C.12] Total number of clients' loved ones/family members served, including a brief summary of the primary services provided.

State Identified Metrics, continued

Overdose Prevention

[D.1] Total number of overdose prevention supplies purchased and distributed to the during this period (e.g., Naloxone kits, Fentanyl test strips) including distribution location (by county)

[D.2] Total number of individuals educated or trained on opioid risks and overdose reversal

Workforce Development & Capacity Building

[E.1] Total number of individuals trained to provide school-based prevention and education activities related to opioids and/or stimulants.

[E.2] Provide a breakdown of your current Full-Time Equivalent (FTE) staffing capacity dedicated to this project (e.g., Total Providers, Peer Support Workers, Case Managers, and Licensed Counselors).

[E.3] Total number of staff training hours completed during this period, including a brief summary of the OUD-specific topics, prevention curricula, or certification programs completed.

[E.4] Describe your efforts to monitor and ensure staff fidelity to the evidence-based practices (e.g., MAT, CBT, School-Based Prevention) implemented through this grant.