



Anthony J. Picente, Jr.  
County Executive

## ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

# ONEIDA COUNTY OPIOID RESPONSE REQUEST FOR PROPOSALS #2023-357

**Issue date:** September 7, 2023

**Issued by:** Oneida County Department of Mental Health  
800 Park Avenue, 9<sup>th</sup> Floor  
Utica, NY 13501

**Inquiries:** Ashlee Thompson  
Commissioner of Mental Health/DCS  
(315) 768-3660  
[mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net)

**Proposals due:** November 30, 2023

## **TABLE OF CONTENTS**

I.	INTRODUCTION	3
	a. RFP TECHNICAL DETAILS	3
	b. ABOUT	3
	c. PURPOSE	4
	d. ELIGIBILITY	4
	e. DATES & DEADLINES	5
II.	FULL PROPOSALS	5
	a. FULL PROPOSAL GUIDELINES & REQUIREMENTS	5
III.	SCORING & EVALUATION	10
	a. EVALUATION OF FULL PROPOSALS	10
IV.	INFORMATIONAL WEBINARS	10
V.	CONTACT INFORMATION	11
VI.	ADDITIONAL CONTRACT CONSIDERATIONS	11
VII.	INSURANCE AND INDEMNIFICATION	11
VIII.	STANDARD ONEIDA COUNTY CONDITIONS ACKNOWLEDGEMENT	14
IX.	ADDENDUM	15
X.	EXPENDITURE ATTESTATION	29
XI.	NON-COLLUSION CERTIFICATION	30
XII.	SEXUAL HARRASSMENT PREVENTION CERTIFICATION	31
XIII.	RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION	32
XIV.	PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION	33
	<b><u>EXHIBITS:</u></b>	
	a. EXHIBIT A – FULL PROPOSAL COVER SHEET	34
	b. EXHIBIT B – BUDGET TEMPLATE	36
	c. EXHIBIT C – APPROVED USES	38

**It is understood and agreed by the Offeror that:**

1. This Request for Proposals (hereinafter “RFP”) does not commit the County of Oneida (hereinafter the “County”) to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the “Applicant”) or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for services as approved and set forth by the County. The County shall have no liability to anyone beyond funds set forth in the executed agreement.
6. Any significant revision of the approved proposal requires written justification to the County for consideration, which may or may not be approved.
7. Necessary records and accounts, including financial and property controls, shall be maintained, and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL**

## I. INTRODUCTION

### A. RFP TECHNICAL DETAILS

Sealed ‘**Full Proposals**,’ subject to the conditions contained herein, will be received by the ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH until 4:00 P.M., local time on November 30, 2023, for:

#### **RFP #2023-357: ONEIDA COUNTY OPIOID RESPONSE RFP**

Specifications may be procured from the Oneida County Department of Mental Health. You may download specifications from the Oneida County website at <http://www.ocgov.net> (Public Notice Section), call (315) 768-3660, or mail request to Oneida County Department of Mental Health, 800 Park Ave., 9<sup>th</sup> Floor, Utica, NY 13501. The return envelope must be clearly marked with the RFP # and Name (in bold above) and addressed to the Oneida County Department of Mental Health. Copies of the described RFP may be examined at no expense at the Oneida County Department of Mental Health. The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap. The Oneida County Procurement Policy can be distributed by contacting the Department of Mental Health using the above information.

### B. ABOUT

The Oneida County Opioid Response was established to fund local projects that:

- Improve the system of behavioral health service integration to best treat co-occurring disorders, service equity, and meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis.
- And whose priority areas include harm reduction, treatment, investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness and research.

A total of **\$1,000,000** in awards will be distributed through this RFP. There is no cap on the amount of funds that eligible organizations can request, nor a set limit on the number of proposals eligible organizations can submit for consideration. However, there will be a maximum limit of two (2) successful awards per eligible organization and a **preferred maximum** proposed amount of \$300,000 per proposal. All proposals will be reviewed and scored by a Technical Review Committee in accordance with the process laid out in the *Scoring & Evaluation* Section. OCDMH encourages applicants to submit collaborative/joint proposals, as well as proposals for lesser amounts (\$5,000, \$20,000, \$100,000, etc.).

#### Projects That Applicants Can Submit Proposals for:

- **Innovation Projects** - Might not have extensive data/research to demonstrate efficacy due to novelty yet serves to fill a gap or need that exists within the community. **MUST** be innovative, might not have data.

- **Improvement Projects** - Might not be considered 'innovative' yet has data to demonstrate efficacy and serves to fill a gap or need that still exists within the community. MUST have data, might not be innovative.

### **C. PURPOSE**

Applicants must review and abide by Appendix C – Approved Uses, when determining and submitting project details. Note that the Appendix C- Approved Uses, outlines the guidance received from The Office of Addiction Services and Supports (OASAS) through the New York Opioid Settlement Fund. Examples include items falling under the categories of:

#### **Treatment:**

- Treating opioid use disorder
- Supporting people in treatment and recovery
- Connecting to care
- Addressing the needs of criminal justice involved persons
- Address the needs of pregnant or parenting women and their families

#### **Prevention:**

- Prevent over prescribing and ensure appropriate prescribing/dispensing of opioids
- Prevent misuses of opioids
- Prevent overdose deaths and other harms

#### **Other Strategies:**

- First Responder collaboration
- Leadership, planning, and collaboration
- Training
- Research
- Post-mortem

### **D. ELIGIBILITY**

- Any organization or entity that currently operates, or will operate services in Oneida County, NY, and serves Oneida County residents, is eligible to apply.

## E. DATES & DEADLINES

<b>Oneida County Opioid Response RFP Announcement</b>	<b>September 7, 2023</b>
Informational Webinar #1 (For anyone interested) <i>Topic: Funding Details and Expectations</i>	September 28, 2023
Informational Webinar #2 <i>Topic: Proposal Details and Q&amp;A</i>	October 19, 2023
<b>Completed Full Proposals Due</b>	<b>November 30, 2023 / 4 PM EST</b>
Requests for Additional Information (if any) Sent/Returned	December 8, 2023
<b>Awardee Recipient Announcement</b>	<b>December 15, 2023</b>
Notification of Awardee Acceptance to OCDMH	December 22, 2023
<b>Contract Term*</b>	<b>Beginning of 2024 – TBD*</b>

\*Contract Terms will be negotiated and agreed upon by OCDMH and each individual awardee following announcement of award recipients.

## II. FULL PROPOSALS

### A. FULL PROPOSAL GUIDELINES & REQUIREMENTS:

Applicants must adhere to the following guidelines. Any deviations from these requirements may result in lack of proposal review and instant denial.

- i. Full Proposal Limitations:
  - a. No limit on the number of proposals eligible organizations can submit.
  - b. No cap on the amount of funds that eligible organizations can request (preferred maximum of \$300,000). Applicants are highly encouraged to submit proposals for “lesser” amounts as well (\$5,000, \$20,000, \$100,000 etc.).
  - c. Maximum limit of two (2) successful awards per eligible organization.
  - d. A detailed budget justification should accompany all budgets and should include an explanation for each line item in narrative format. Justification may be included in the Budget Template, in body of the proposal or as a separate attachment.
- ii. Full Proposal Format: In order to be considered, all proposals must adhere to the following format:

#### Proposal Narrative:

- Double spaced, 1” margins, pages numbered
  - Tables, charts, etc. do not need to be double spaced
- 12 point, Times New Roman font
- Designated Full Proposal Cover Letter
- Proposal Narrative Page Limit: 25 pages (*excluding cover sheet*)
  - Please keep proposals clear and concise

- Page limit does not include Letters of Support, Budget or other relevant attachments.

Electronic Proposal Narratives, Letters of Support, and any additional documentation that applicant wishes to provide should be submitted in WORD or PDF formats; budget documents should be submitted in Excel format. Please zip electronic files.

- **Please label your WORD or PDF:** <Organization Name>  
<Proposal/Project Title> Oneida County Opioid Response Full Proposal
- **Please label your Budget:** <Organization Name>  
<Proposal/Project Title> Oneida County Opioid Response Budget

*i . Full Proposal Submission Process:*

Please submit one (1) hard copy and one (1) electronic copy of your full proposal. All proposals (both hard and electronic) must be **received by 4PM on November 30, 2023**. OCDMH will confirm that both the hard and electronic copies have been received.

Please submit the hard copy of your proposals via sealed envelope marked **“RFP #2023-357: Oneida County Opioid Response Full Proposal”** to the address below:

Oneida County Department of Mental Health  
Attn: Ashlee Thompson  
800 Park Avenue, 9<sup>th</sup> Floor  
Utica, New York 13501

Electronic copies must be sent to [mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net) with the subject line **“RFP #2023-357: Oneida County Opioid Response Full Proposal”**. If your email system does not allow for large attachments to be sent via email or if you have any questions prior to submission, please contact OCDMH by 12pm/noon of November 17, 2023 for alternative electronic submission options. It is the applicant’s responsibility to ensure electronic copies are received by OCDMH by the appropriate date and time. **No late submissions will be accepted.**

*i Full Proposal Required Components*

All proposals must include the elements listed/numbered below. If you are unable or unwilling to include certain elements, please indicate why. Please attach any additional relevant information or documentation that you feel would aid Oneida County in their selection process and provide specific page number references. A non-responsive or incomplete proposal may be removed from consideration.

- 1) **Proposal Cover Sheet (EXHIBIT A)**
- 2) **Proposal Narrative** (See ‘Proposal Narrative & Budget Guidelines below’)
  - a. Proposal Narrative should include complete and thorough

answers to all components/questions listed in the *Full Proposal Narrative & Budget Guidelines* section.

3) **Budget** (See 'Full Proposal Narrative & Budget Guidelines' below AND **EXHIBIT B**)

- a. A detailed budget justification should accompany all budgets and should include an explanation for each line item in narrative format. Applicants must use the budget template provided and information should be reflected into the body of the proposal.

4) **Letters of Support**

- a. Letters of Support are required to be submitted for all named project collaborators and any other entities as appropriate. If collaborator is part of the organization, please submit a letter from the organization head/chair. Applicants may include (as attachments) any number of additional Letters of Support.

*iv Full Proposal Narrative & Budget Guidelines*

Full Proposal Narrative and Budget must specifically address each of the required elements below:

**Technical Capability**

- Capability, Capacity, and Qualifications of the Applicant – Please provide a detailed description of the Applicant's experience. A list of relevant community-based partnerships/relationships/collaborations must be provided, to include names of agencies, addresses and phone numbers.
- Provide brief background on Applicant's history, mission, core values and goals, areas served, and target demographic. Note if your organization has gone through significant changes in leadership, size, mission, or practice. Please include a description of founding date, ownership, current officers and a copy of your most recent financial statement.
- Provide description of current staffing and the professional qualifications of key operations and program administration personnel. List the total number of full-time and contract employees.
- Describe Applicant's organizational infrastructure as it relates to its capacity to deliver the proposed services, including information on the expertise and experience of key executives, staff, and directors.
- Describe the nature and frequency of management reports indicating service utilization, referrals, follow-up, and member satisfaction. Please provide samples of all available reports.
- If applicant is partnering with another agency/organization to submit a collaborative/joint proposal, please include information for both applicant organizations, as well as an explanation of partnership history.

**Priority Area**



- Describe the priority area(s) and population(s) that this project will target using Exhibit C as a reference.

### **Project Description & Activities**

- Provide a description of the proposed project, goal(s), and major activities associated with the project.
- Describe the service delivery model, including which services would be delivered, how frequently services will be delivered, where the services will be delivered, and by whom services will be delivered for the target populations. Include the number of clients your organization intends to serve at different points in time.

### **Demonstrated Need**

- Provide a description of the demonstrated need within the Oneida County region that will be addressed.
  - a. *Improvement* proposals will provide data/factual evidence of need.
  - b. *Innovation* proposals may not provide data/factual evidence of need, but will provide description of existing service gaps, etc. that warrant need for project.
- Describe the evidence base underlying the recommended program/project model as well as any proof of concept for the proposed programming.

### **Sustainability**

- Describe in detail how project will be sustained beyond the funding period.

### **Collaboration**

- Explain how the project will foster cross-sector collaboration.
- Identify any other organizations that will have a significant role in the delivery of proposed services, and clearly explain each role.
- Provide an explanation of how all partners will work together in a collaborative manner to achieve the project's stated goal(s).

### **Outcomes & Impact**

- Identify, track and monitor anticipated outcome measures of proposed project, including a plan (if applicable) for tracking and monitoring outcomes within an electronic system, and any plans for quality improvement/assurance.
- What metrics, if any, will Applicant use to measure the effectiveness of the intervention?
- Describe any data-driven, evidence-based screening/assessment tools Applicant will use.

### **Data Sharing**

- Describe process for sharing data and project information with OCDMH and other partner organizations (e.g. Direct and regular reporting of data to OCDMH, presentations during local coalition meetings, etc.).

### **Budget & Justification**

- Applicant must review the budget instructions in the template provided.
- *Budget format:* A detailed budget justification should accompany all budgets and should include an explanation for each line item in narrative format. Applicants must use the budget template provided and information should be reflected into the body of the proposal.
- Budget justification must also detail Applicant's plans for **sustainability** following the proposed budget/contract period. Justification may be included in the Budget Template, in body of the proposal or as a separate attachment.
- The total budget amount should be equal to the grant amount in the proposal.
- Funds cannot supplant or duplicate services already in place.
- If the 2023 Oneida County Opioid Response is providing only a portion of the funding for the project, the budget should have separate columns for the total grant budget, the requested amount from the Fund, and other co-funding support. The co-funding source, project period, and amount of other funding should be specified, with letters of commitment from other funders attached. Organizational Contribution/In Kind Support: Contributions of non-personnel goods and services should be quantified. State the total in-kind support in the budget justification. Include in-kind staff time within the line-item budget.
- If organizations have received past funding for this project (Central New York Care Collaborative Funding, Community Foundation Funding, State, Federal grants, etc.), budget may not include start-up expenses.

### **Other Elements**

- Demonstrate the ability and flexibility of your organization to adapt or refine to changing needs of the target population and to meet outcome targets while maintaining fidelity to agency/program model. Describe specific experiences where possible.
- Explain any modifications to current or ongoing operations that may be necessary to implement your proposed program/project.
- **Project Implementation Timeline** – Provide a project implementation timeline with targeted milestones and correlating dates. This information will not be scored, however may be a factor in project selection.

### III. SCORING & EVALUATION

The Oneida County Department of Mental Health and its Community Services Board have reviewed and approved the **Evaluation Criteria** listed below and the Full Proposal **Scoring & Evaluation Rubric**. Please carefully review all criteria for details on scoring and evaluation of submissions.

#### A. EVALUATION OF FULL PROPOSALS

All full proposals will be reviewed and scored by a Technical Review Committee made up of members from the Oneida County Department of Mental Health and its Community Services Board. Proposals will be judged based on the Applicant's ability to meet criteria identified in the Scoring & Evaluation Rubric. Oneida County reserves the right to make such investigations as it deems necessary to determine the ability of the Applicant to provide services meeting a satisfactory level of performance in accordance with Oneida County's requirements. Points will be assigned based on the Applicant's clear demonstration of their abilities to complete the proposed work, apply appropriate methods to complete the work, create innovative/improvement solutions, sustain program beyond demonstration period, and a host of other relevant criteria (listed below). Applicants may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in their proposal so that the Technical Review Committee is able to better understand and compare the Applicants' capabilities. **Proposals will be reviewed, rated and ranked in order of highest score based on the following point system:**

Technical Capability	15
Priority Area	20
Demonstrated Need	10
Project Description & Activities	15
Sustainability	10
Collaboration	10
Outcomes & Impact	10
Data Sharing	5
Budget/Justification	5
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

\*Oneida County reserves the right to modify proposal rank and selection in order to fund proposals that allow for a diverse geographic and programmatic representation.

#### IV. INFORMATIONAL WEBINARS & FAQ

The OCDMH will host two informational webinars on September 28<sup>th</sup> and October 19<sup>th</sup>, 2023. The audience for this webinar will be the general public and any prospective applicants. Additional details and registration link will be made public

upon launch of this RFP. During this webinar, OCDMH will provide an overview of the 2023 Oneida County Opioid Response, review important deadlines, review proposal requirements, and answer any questions that prospective applicants have. A copy of the webinar presentation slides will be posted to the OCDMH website following the webinar. A **Frequently Asked Question's (FAQ)** document will also be compiled, posted and updated regularly.

## **V. CONTACT INFORMATION**

**Ashlee Thompson, Commissioner**  
Oneida County Department of Mental Health  
800 Park Avenue, 9<sup>th</sup> Floor, Utica, NY 13501  
(315) 768-3660  
[mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net)

All technical questions regarding this RFP should be directed in writing, preferably by email, to the Commissioner or mailbox listed above. Questions related to Full Proposals shall be submitted no later than 12:00 p.m. on November 17, 2023.

## **VI. ADDITIONAL CONTRACT CONSIDERATIONS**

1. The County intends to distribute multiple contract awards under this RFP. The length/duration of awarded contracts will be determined by the County upon review of awardee's proposal and budget submissions.
2. The County takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that, all information contained within county contracts is public record once you provide it and may be subject to public inspection and copying if not otherwise protected by federal or state law.
3. All Applicants are hereby advised that the County may contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Applicants agree to such activity and release the County from all claims arising from such activity.
4. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County.

## **VII. INSURANCE AND INDEMNIFICATION**

The chosen Applicant shall provide insurance and indemnification to the County in accordance with the provisions below, and the same shall be included in the contract between the chosen Applicant and the County.

### **A. INSURANCE**

1. The chosen Applicant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must

have at least an A- (excellent) rating by A. M. Best. Accepted proposals which do not require each of the following types of coverage, in the discretion of the County, may be permitted by the County to omit such type of coverage from the subsequent Agreement.

- a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
  - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.
  - ii. Oneida County, and all other parties required of Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.
  - iii. Abuse and Molestation coverage must be included.
- b. Professional Liability/Errors and Omissions Coverage, if applicable, with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - i. Coverage for review of cases and resulting Professional assessment.
  - ii. Coverage for Abuse and Molestation.
- c. Automobile Liability, if applicable:
  - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
  - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
- d. Commercial Umbrella
  - i. Umbrella limits must be at least \$5,000,000.
  - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
  - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than

the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

- e. Workers' Compensation and Employers Liability.
  - i. Statutory limits apply.

**B. WAIVER OF SUBROGATION**

The chosen Applicant shall waive all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability/Errors of Omissions Coverage (if applicable), Automobile Liability (if applicable), Umbrella Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

**C. CERTIFICATES OF INSURANCE**

Prior to the start of any work the chosen Applicant shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the chosen Applicant's Commercial General Liability Policy. The *County of Oneida* must be endorsed as Additional Insured Party. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

**D. INDEMNIFICATION**

The chosen Applicant agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by chosen Applicant and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the chosen Applicant and its sub-consultants or failure on the part of the chosen Applicant and its sub-consultants to comply with any of the covenants, terms or conditions of the contract.

**VIII. STANDARD ONEIDA COUNTY CONDITIONS ACKNOWLEDGEMENT**

By submission of this bid, each bidder and each person signing on behalf of any bidder acknowledges and agrees, and in the case of a joint bid, each party thereto acknowledges and agrees, as to its own organization, that the “Addendum – Standard Oneida County Conditions” has been provided to him/her and shall be incorporated by reference into any contract awarded in response to this solicitation.

*The word “bid” shall be construed as if it read “proposal” and the word “bidder” shall be construed as if it read “Applicant”, whenever the sense of this acknowledgement so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL**

**IX. ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, Applicant, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the “Contract”), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority’s service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority’s service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND



OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE  
WORKPLACE  
REQUIREMENTS.

---

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
  
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
  - i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions

- by any federal department or agency;
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - i. The Contractor will or will continue to provide a drug-free workplace by:
    - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - B. Establishing an ongoing drug-free awareness program to inform employees about:
      - 1) The dangers of drug abuse in the workplace;
      - 2) The Contractor's policy of maintaining

- a drug- free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction.
- F. Employers of convicted employees must provide notice, including position and title, to: *Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.*
- G. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance

or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

- H. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:  
Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPAA,” as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County’s clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  - i. The Contractor may use and disclose protected health information for the Contractor’s own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the

information not provided for by this Contract of which the Contractor becomes aware;

- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a

- manner impacting the County's HIPAA compliance; or
      - iii. There is a material change in the business practices and procedures of the County.
    - e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.



10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, “the Records”). The Records shall include, but not be limited to, reports,

statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six

(6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the “Statute”), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County’s right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee’s identification number. This number includes any or all of the following: (i) the payee’s Federal employer identification number, (ii) the payee’s Federal social security number, and/or (iii) the payee’s Applicant Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal

information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the

approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or

obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

**X. EXPENDITURE ATTESTATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder acknowledges and agrees, that the items outlined in the budget do not supplant any funding their organization already receives, and rather supplements items to enhance a program.

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL**

**XI. NON-COLLUSION CERTIFICATION**  
(GML § 103-d)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

*The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL**

**XII. SEXUAL HARASSMENT PREVENTION CERTIFICATION**

(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

*The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL**



**XIII. RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION**

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

*The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL**

**XIV. PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION**

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
  - a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
  - b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
  - c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

*The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL**

**EXHIBIT A**  
**ONEIDA COUNTY OPIOID RESPONSE**  
**FULL PROPOSAL COVER SHEET**

- Full Proposals are due to OCDMH no later than 4 PM on November 30, 2023.
  - Please submit one (1) hard copy AND one (1) electronic copy of your full proposal. Send electronic copy via email to [mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net) and send hard copy via mail to Oneida County Dept. of Mental Health, 800 Park Ave., 9<sup>th</sup> Floor, Utica, NY 13501, Attn. Ashlee Thompson
- 

**PROPOSAL TYPE**

*Please Select All that Apply:*

- Innovation Project? (yes or no)
- Improvement Project? (yes or no)
- Other? (yes or no)
- If *Other*, please explain:

**ORGANIZATION INFORMATION**

- Lead Organization Name:
- Lead Organization's Mailing Address:
- Are you applying as the Administrative Lead? (yes or no)
- If yes, please list co-applicant partners:

**PROPOSAL INFORMATION**

- Proposal/Project Title:
- Please provide a one paragraph executive summary of proposed project/program.
- Has this Proposal/Project been previously funded by a grantor? (yes or no)
  - If yes, please give all details:
- Proposal Targets OCDMH Identified Priority Area(s) / Target Populations? (yes or no)
  - If yes, please list all:
- Amount Requested:
- Proposed Project Length/Duration:
- County/Countries Where Services will be Provided (List All that Apply):
  - County 1:
  - County 2:
  - County 3:
- Please list approximate number of individuals to be served for this project and specify the measure of those to be services (i.e. individuals with a substance use disorder, co-occurring, etc.):

**PARTNERSHIP INFORMATION**

Please list all organizations with whom you are partnering for this project. Please note that a letter of support is necessary for this application.

- 1.

2.

3.

\*If partnering with more than 3 organizations, please provide an additional document with remaining partners.

**CONTACT INFORMATION**

**Individual Submitting Proposal:**

Name:

Title:

Phone:

Email:

**Additional Individual(s) to Receive RFP Correspondence:**

Name:

Title:

Phone:

Email:

Name:

Title:

Phone:

Email:

Name:

Title:

Phone:

Email:

**Lead Organization's Authorized Representative (OAR):**

Name:

Title:

Phone:

Email:

**I hereby certify that the information in the Proposal (Cover Sheet, Narrative, Budget, Letters of Support, and all additional attachments) is correct to the best of my knowledge, and that I am authorized to sign and submit this proposal.**

Signature of OAR: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT B

## BUDGET TEMPLATE

### 2023 ONEIDA COUNTY OPIOID RESPONSE RFP BUDGET INSTRUCTIONS

#### **Instructions:**

- **Funds for this project are not to supplant (replace), but rather supplement (add to). Applicants will attest to this in their proposal.**
- Budget format: OCDMH requires a line item budget for all funded projects. Applicants must use this budget template. No other budget templates will be accepted and may result in immediate denial.
- A detailed budget justification must accompany the budget, and should include an explanation for each line item in narrative format. The budget must also detail applicant's plans for SUSTAINABILITY following the proposed budget/contract period.
- The total budget amount should be equal to the grant amount in the proposal. Applicants should adhere to the preferred maximum budget amount of \$300,000. If applicant requests funding above the preferred maximum budget amount additional documentation must be submitted that clearly explains why.
- If the 2023 Oneida County Opioid Response Fund is providing only a portion of the funding for the project, the budget should detail other co-funding support. The co-funding source, project period, and amount of other funding should be specified in the proposal, with letters of commitment from other funders attached.
- Organizational Contribution/In Kind support: Contributions of non-personnel goods and services should be quantified. Include the total in-kind support in the budget justification. Include in-kind staff time within the line item budget.
- If organizations have received past funding for this project (through previous grants with or without County involvement) budget may not include start-up expenses.

\*Please note that cells may contain formulas to auto-populate, however, it is the responsibility of the applicant to ensure they are correct.

#### **KEY:**

- **Proposed budget duration:** Term duration such as 6 months, 1 year, etc. Exact contract dates TBD upon award.
- **Total amount requested \$:** Exact dollar amount requested. This figure should be reflected in the RFP.
- **Line item #:** Applicants are required to number each line (ex: 1a, 1b, 1c, 2a, 2b, 3a -or- 1, 2, 3, 4). These line item #'s will be reflected on submitted vouchers/invoices.
- **Line item expense:** Broad name/category of the proposed expense.
- **Agency or provider name:** This column will list who the expenses what agency will be expending this line item (for agencies with other partners).
- **# FTE:** Input the number of FTE who will hold the specified titl at the specified organization.
- **% FTE:** Input the percentage of time the staff member(s) will devote to the funded program (ex: full-time staff would be reflected as 100%).
- **Base annual salary/wage:** Input the exact dollar amount for the specified personnel, assuming full-time employment (note: this value should not include fringe).
- **% of total grant:** This value will be auto-calculated and expresses the percentage of this line item compared to the overall proposal amount requested.
- **Total amount allocated:** This value reflects the total amount allocated for the line item.
- **Details:** This value will be in narrative format explaining the necessity of this line item and any pertinent details, such as if the line item is also funded by another source.
- **Sustainability plan post award:** This value will be in narrative format and explain the sustainability plan for funding/operation post award.
- **Section 1 - Personnel/Labor:** Input the titles of proposed funded positions and the organization at which they are or will be employed.
- **Section 2 - Fringe Benefits:** This section is for fringe benefits for Section 1 staff. Fringe benefits requires justification including rates and detailed breakdown of cost.
- **Section 3 - Other Non-Personnel Expenses:** List expenses related to the overall operation of the proposed program (i.e. office supplies, telecommunications, equipment, materials, rent/office space, travel, utilities, insurance, trainings, postage etc.). This should not include any administrative expenses. Operating expenses require detailed justifications in the "details" column.
- **Section 4 - Administrative Expenses:** List all expenses and the cost associated with each. Administration & overhead expenses are capped at 10% and require detailed justification on how they are calculated and the exact title(s) they are supported. Reminder: these funds cannot be used to supplant, but rather supplement costs.



## **EXHIBIT C**

### **Approved Uses**

#### **I. TREATMENT**

##### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
  - e. Evidence-informed residential services programs, as noted below.
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.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
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.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other

- services or supports.
8. Training for MAT for health care providers, 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.
  9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
  10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
  11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
  12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
  13. 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 for clinicians who have obtained a DATA 2000 waiver.
  14. Dissemination of 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.
  15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and connections to community-based services.
2. 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.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
  4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
  5. 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.
  6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
  7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
  8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
  9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
  10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
  11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
  12. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
  13. Create and/or support recovery high schools.

#### C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

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.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
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 most common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. 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.
8. 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.
9. 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.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.
15. 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.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care

providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
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.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
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.
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, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
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 and risks upon release from correctional settings.

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 to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising 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 other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co- occurring SUD/MH conditions.
3. 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 Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
5. Enhanced family supports and childcare services for parents with OUD and any cooccurring SUD/MH conditions.
6. 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.
7. Offer home-based wrap-around services to persons with OUD and any co- occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## II. PREVENTION

### A. PREVENT OVER-PRESCRIBING AND ENSURE

## APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educating Dispensers on appropriate opioid dispensing.

### B. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based

- on evidence.
2. Public education relating to drug disposal.
  3. Drug take-back disposal or destruction programs.
  4. Fund community anti-drug coalitions that engage in drug prevention efforts.
  5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
  6. Engaging non-profits and faith community as a system to support prevention.
  7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
  8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
  9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
  10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
  11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

### C. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

### **III. OTHER STRATEGIES**

#### **A. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **B. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other

strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### C. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

#### D. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii



HOPE and Dakota 24/7).

7. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

E. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now, and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.