

*Request for Grant Proposals
Opioid Settlement Funds*



*Program Coordinator for the Opioid Settlement
Funds*

INTRODUCTION

The County of Delaware received certain funds as a result of the Opioid Settlement, including additional monies resulting from being a litigating county. These dollars must be spent within the confines of the settlement, including specified purposes as outlined in Exhibit E (attached), and be fully expended within eighteen months of receipt utilizing cash basis accounting.

OBJECTIVE

This Request for Grant Proposal (“RFP”) is being issued for a Program Coordinator for the Opioid Settlement Funds. The Coordinator would have the responsibility of assisting the County in gaining public insight as to the potential uses of the funds, plan for the current and future funds, as well as ensuring appropriate reporting. Applicants should have experience in financial management and reporting for governmental grants.

County Council may select one or more of these proposals for grant funding from the Opioid Settlement Funds, at its discretion. County Council may also determine not to provide grants to fund any proposals, or to fund any other use of the Opioid Settlement Funds permitted by the Opioid Settlement.

PROPOSAL TIMELINES

<i>Action</i>	<i>Date</i>
RFP Released	June 10, 2024
Applicant Questions Due:	June 24, 2024 Responses will be posted by close of business July 1, 2024
RFP Responses Due	July 29, 2024
Proposal Review Dates (anticipated)	August 5, 2024 – August 19, 2024
Council Consideration (anticipated)	September 4 2024

SUBMISSION INSTRUCTIONS

Delaware County will receive responses to this RFP until **9:30 AM on July 29, 2024**, via email to:

Kelly Bonner, Contract Administrator
bonnerkm@delcohsa.org

- A. Only electronic submissions via e-mail will be accepted.
- B. Applicants must respond to all components of this RPF.
- C. Proposals must be submitted via email before the submission deadline.
- D. Proposal submissions must include two (2) attachments:
 - a. One (1) ORIGINAL professional on formal letterhead; and
 - b. One (1) COPY where ALL provider information must be redacted from, this copy must not contain **any** provider identifiers, those that do will not be considered.
- E. The submission must include the following separate documents:
 - a. Technical Proposal
 - b. Cost Proposal
 - c. Transmittal Letter signed by an official who has the legal authority to bind the company to the terms of the proposal.

It is the responsibility of the applicant to ensure that its response is received by the date and time specified. All costs (including travel) incurred in the preparation of the response will be the responsibility of the applicant and will not be reimbursed by the County or any other entity.

The County reserves the right to disqualify any proposal received after the specified date/time and not completed in the indicated format and inclusive of required information.

ADDITIONAL INFORMATION FROM APPLICANTS

A. Inquiries

Any questions pertaining to this RFP must be submitted via **email only** to Kelly Bonner (bonnerkm@delcohsa.org). Telephone inquiries will not be entertained. Applicants shall refrain from contacting or soliciting any other staff member or official of the County regarding this Request for Grant Proposals until the time of award by County Council. Failure to comply may result in disqualification of the firm.

B. Contract

The successful applicant will be expected to enter into a grant agreement with Delaware County in the form attached hereto as Attachment A. The County does not anticipate accepting any significant changes to the form of agreement as attached.

C. Rejection of Proposals

Delaware County Council reserves the right to reject any and all proposals or parts thereof in its sole discretion. It further reserves the right to insist on or waive any technicalities required for the best interest of the County. If all proposals are unacceptable, the County reserves the right to reject all proposals, to issue a new Request for Grant Proposals, or to determine to spend the Opioid Settlement funds in any way permitted by law and the terms of the settlement, whether or not through solicitation of proposals or otherwise.

D. Amendments to RFP

The County may modify this RFP by the issuance of a written addendum. No oral statements, explanations, or commitments will be of any effect unless incorporated into a written addendum.

E. Other Provisions

All proposals received under this RFP become the property of the County. Proposals may identify proprietary or confidential information for purposes of meeting an exception to the Pennsylvania Right-To-Know Law; however, the County is not bound by the identification of such information as proprietary or confidential and will provide copies of materials provided hereunder in response to a right-to-know request as required by Pennsylvania law.

INFORMATION REQUIRED FROM APPLICANTS

Failure to adhere to requirements for each section of the proposal may result in disqualification.

A. Technical Proposal

The Technical Proposal should address all questions and requirements as outlined in this Request for Proposal.

B. Cost Proposal

The Cost Proposal should include all costs required to implement the submitted proposal and must be submitted in the required format.

C. Transmittal Letter

The Transmittal Letter must be on the applicant's letterhead and signed by an individual with the legal authority to bind the applicant. The letter must identify the primary program and fiscal contact for the applicant and state the applicant accepts the terms, conditions, criteria, and requirements set forth in the RFP.

The Transmittal Letter must contain the following statement: "By submitting this proposal, applicant hereby represents that it understands that all grant funds awarded must be actually spent by May 31, 2025, that it has a good faith expectation that, if its proposal is selected, it will spend all awarded grant funds by that date, and that failure to so spend may result in unspent grant funds being subject to recapture."

TECHNICAL PROPOSAL

Technical Proposal should be no longer than 5 pages, please provide the following information:

A. Organizational history, structure, and experience

- a. Describe the history of the organization, including the length of time in existence, officers of the organization, and structure.
- b. Provide specifics of prior work similar to that for which the request for proposal is issued.
- c. Detail the organization's understanding of Delaware County and impact of the Opioid Crisis within the County.
- d. Specify the organization's experience with financial reporting, compliance, and program evaluation.
- e. Outline the organization's expertise related to governmental accounting and audit compliance.
- f. Describe any other grants (whether from Opioid Settlement Funds or other moneys) received by the organization from Delaware County in the past five (5) years and if the funded project for each such grant was completed within its terms.

B. Program description

- a. Outline the strategies the organization will utilize to engage all communities within the County.
- b. Detail the process by which the organization will develop a strategic plan for the short- and long-term utilization of the Opioid Settlement Funds.
- c. Describe the techniques the organization will use to communicate to the public regarding the planning for the Opioid Settlement Funds, as well as marketing of community events to seek input.
- d. Specify the techniques by which the organization will assist in the evaluation of programs funded through the Opioid Settlement Funds.
- e. Provide details on the process the organization will utilize to review reimbursement submissions and ensure compliance with fund requirements, including, but not limited to the Uniform Guidance.

C. Diversity, Inclusion, and cultural competency

- a. Detail the plan the organization has of engaging the historically underserved communities within the County.
- b. Describe the organization's incorporation of diversity, equity, and inclusion in operations and provide copies of applicable policies.
- c. Describe the organization's approach to addressing language barriers and any translation or other language services to be provided.

- D. Metrics and achievements
 - a. Indicate the metrics which will be utilized to evaluate the success of the program.
 - b. Specify the time parameter and methods the organization will employ to detail performance with regards said metrics.
 - c. Describe your method for compliance with state and other reporting requirements.

- E. Collaboration; Subcontracting and Funding
 - a. Outline community organizations, providers, etc. with whom the organization collaborates, or intends to collaborate, with this initiative.
 - b. Provide details on any applicable pre-existing linkages related to this project.
 - c. Provide details on any subcontractors anticipated to be used as part of this project including subcontractors to be used, specific tasks to be subcontracted, and organizational information for such contractor as specified in A and C above.
 - d. Provide details on any other funding anticipated to be used for this project, including status (i.e., committed versus applied for) and whether such funding is necessary for successful completion of this project.

COST PROPOSAL

The applicant is to complete the Cost Report per instructions. (Cost Report is a standard variation of the Fiscal Budget Packet).

Attachment A

**GRANT AGREEMENT
PENNSYLVANIA OPIOID MISUSE AND
ADDICTION ABATEMENT TRUST FUNDS**

This is a Grant Agreement (“Agreement”), dated as of August 2, 2023, by and between _____ (“Grantee”) and the County of Delaware, Pennsylvania (“Grantor”). This Agreement was approved by Grantor’s County Council on August 2, 2023.

The Grantor desires to make a grant to Grantee from funds received by the Grantor from the Pennsylvania Opioid Misuse and Addiction Abatement Trust (established by Order of the Commonwealth Court of Pennsylvania on July 15, 2022) to be applied to a permitted Opioid Remediation Use (as referenced in such order) as further set forth in the Grant Plan attached as **Exhibit A**.

The Grantee and Grantor agree as follows:

1. CORE TERMS

1.1 Grant. Grantor will make a grant (the “Grant”) to Grantee in the maximum amount of \$ _____ subject to the terms and conditions and in accordance with the schedule set out in the Grant Plan. The Grant Plan and attachments thereto are specifically incorporated herein. The funding of the full amount of the Grant is conditioned upon Grantee complying with all requirements hereof.

1.2 Use of Grant. Grantee will use the Grant, and any income earned on the Grant funds, for the project set out in the Grant Plan (the “Project”). Grantee represents that it has the intention, willingness and capability to complete the Project in a competent and timely manner and acknowledges that Grantor is relying on this representation as a material inducement to enter into this Agreement. Grantee agrees that it will comply with the County’s interpretation of permitted Opioid Remediation Uses to which the Grant funds may be applied.

1.3 Grant Period; Term. The grant period (“Grant Period”) is set out in the Grant Plan. The term of this Agreement shall be from the date first indicated above to the end of the Grant Period including any continuing obligations of Grantor following the completion of the Project.

2. COMMUNICATION; REPORTS; RECORDS

2.1 Contact Persons. The Grantee and Grantor will each appoint one individual to act as principal contact person for notices and notices and other communications under this Agreement. The initial appointees are identified in the Grant Plan. Each of Grantee and Grantor may change its contact person at any time by written notice to the other party. Notices shall be provided to the e-mail address set forth in the Grant Plan or as otherwise specified by a party in writing.

2.2 Reporting. Client will provide Grantor with the reports as set out in the Grant Plan.

2.3 Recordkeeping. The Grantee will maintain its books and records in a manner that will provide Grantor with sufficient detail to review Grantee’s receipts and expenditures relating to the Grant. Grantee will make such records available for review by Grantor upon reasonable notice during the Grant Period and for five (5) years after all funds have been expended or returned to the Grantor, whichever is later. The Grantee shall provide access to records as required to support review under Grantor’s annual auditing requirements (as established by its Controller).

3. PUBLICITY. Grantee may announce and publicize the Grant in recognition of Grantor's support but may not use Grantor's logo without further written consent.

4. GRANT ADMINISTRATION

4.1 Funds Management. Grantee will manage the Grant funds in accordance with applicable law and the provisions of this Agreement. Grantee may combine the Grant funds with other assets and funding sources for the execution of the Project. Grant funds will be used as described in the Grant Plan.

4.2 Changed Circumstances. Grantee will notify Grantor if the Grantee determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose. In that case, the Grantee will promptly return all unspent or unallocated funds with the Grantor assuming a primary position among all creditors. Grant agrees that the Grantor reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in Grantor's sole discretion.

4.3 Overpayments. Grantee agrees to reimburse Grantor for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures.

5. COMPLIANCE

Grantee agrees to adhere to all Federal, State, County and Municipal laws, codes, and regulations applicable to the Project and the provisions of this Agreement, including without limitation, all reporting and audit requirements.

6. GENERAL PROVISIONS

6.1 Entire Agreement. This Agreement, together with the Grant Plan and the attachments thereto, expresses the final, complete, and exclusive agreement between Grantee and Grantor, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between Grantee and Grantor relating to its subject matter. If there are any inconsistencies between the Grant Plan and this Agreement, this Agreement will control.

6.2 Amendment; Assignment. This Agreement may be amended only in a writing signed by both Grantor and Grantee which recites that it is an amendment to this Agreement. Neither this Agreement nor any of Grantee rights hereunder (including the right to receive grant funds) shall be assigned by Grantee without the prior written consent of Grantor (except to the extent specifically identified in the Grant Plan), which consent shall be granted or denied in the sole discretion of the Grantor.

6.3 Third Party Beneficiaries. This Agreement is for the exclusive benefit of Grantee and Grantor, and not for the benefit of any third party, including, without limitation, any employee or volunteer of Grantee.

6.4 Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws. Grantee irrevocably consents to the exclusive jurisdiction in the Court of Common Pleas of Delaware County, Pennsylvania, in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking and irrevocably agrees to service of process by certified mail, return receipt requested, or nationally recognized overnight courier to the address set forth herein.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

6.6 Indemnification; Insurance. Grantee shall indemnify and hold harmless Grantor, its Council, officials, officers, employees and agents from, and shall defend it and them against, any and all liabilities, obligations, losses, damages, judgments, costs, expenses (including reasonable legal fees and costs of investigation) (i) arising from, in connection with or caused by any act or omission of Grantee or (ii) arising from or in connection with the Project. The provisions of this Section shall survive the expiration or termination of this Agreement, and the obligations of Grantee hereunder shall apply to losses or claims whether asserted prior to or after the expiration or termination of this Agreement.

Grantee shall maintain, at its sole cost and expense, comprehensive general liability and property damage insurance for the Project, as well any required workers' compensation insurance, in such amounts as are reasonably required for its ongoing operations and as are reasonably acceptable to the County. Prior to any disbursement of Grant funds, Grantee shall provide Grantor with declarations listing its current insurance policies and, to the extent requested by Grantor, copies of such policies.

7. TERMINATION

Grantor shall have the right to: (1) immediately, without prior notice, withhold undisbursed funding granted by this Agreement; and/or (2) terminate this Agreement, in whole or in part, by giving not less than 30 days' prior written notice to the Grantee specifying the effective date of termination; in each case, for any of the following reasons:

1. Failure of Grantee to comply with the terms of this Agreement.
2. Misuse of funds, gross mismanagement, criminal activity, or malfeasance in the implementation of this Agreement.
3. Loss by Grantee of any material portion of other sources of funds for the Project (if any).

In the event of a termination of this Agreement pursuant to the provisions above, all unused Grant funds shall promptly be returned to Grantor together with any accrued interest.

In the event that Grantor gives notice of termination of this Agreement, Grantee shall have the right to cure any default (except for one described in clause 2 above) within 30 days of receipt of notice of termination if such default is capable of being cured.

The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights under this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement by their properly authorized officers or officials to be effective as of the date stated in its first paragraph:

Grantee

By: _____

Name:

Title:

Grantor

By: _____

Name: Dr. Monica Taylor

Title: Council Chair

Attested by: _____

Title: County Clerk

EXHIBIT A – GRANT PLAN

Background and Use of Grant Funds. A description of the Project, how it provides a permitted Opioid Remediation Use, specific uses of Grant funds and a Project budget are set forth on **Attachment 1**.

Supporting Documentation. Grantee shall provide all documentation the Grantor reasonably requires. Grantee recognizes that the Grantor is a public entity and the right to restrict distribution to this information is limited by state and federal law.

Grant Period. The Grantee will expend or return to Grantor all Grant funds by December 31, 2023. Grantor may extend the Grant Period by written notice in its sole discretion. A Project Timeline is attached hereto as **Attachment 2**.

Reporting. Within forty-five (45) days of the end of each month during the Grant Period, Grantee shall submit a report showing (1) detailed uses of Grant funds during the applicable month (to the extent not shown in an invoice for such month), (2) a narrative description of any notable successes of or issues with the Project and (3) the additional metrics set forth on **Attachment 3**.

Invoices and Payment. Unless otherwise indicated on **Attachment 4**, within thirty (30) of the end of each month, Grantee will present a complete invoice showing Project costs incurred by Grantee. Grantee agrees to use forms designated by the County, if any, for such invoices, together with any backup receipts or other documentation required. Grantor will pay costs not subject to any dispute within forty-five (45) days of receipt of such invoice. If Grantor disputes payment of any of the costs shown on an invoice, it shall notify Grantee in writing.

ALL INVOICES MUST BE SUBMITTED BY DECEMBER 31, 2023. Any invoices submitted after December 31, 2023, will not be funded.

Invoices shall be submitted to:

Kelly M. Bonner
Contract & RFP Administrator
Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, PA 19082
(610) 713-2323
Email: bonnerkm@delcohsa.org

Contact Information. The contact information for the designated Contact Persons is provided below:

Grantor

Sandra Garrison, Chief of Human Services and Community Support
County of Delaware
20 South 69th Street, 4th Floor
Upper Darby, PA 19082
(610) 713-2324
garrisons@delcohsa.org

Grantee

See **Attachment 5**.

Attachment 1

Project Description and Budget

Description of Project

Permitted Opioid Remediation Use Provided by Project

Specific Uses of Funds

Itemized Budget

Attachment 2

Project Timeline

Attachment 3

Additional Reporting Metrics

Attachment 4

Alternate Funding Provisions
(If applicable)

Attachment 5

Grantee Contact Person