

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

Native American Opioid Abuse & Misuse Educational Campaign

PROPOSALS ARE DUE NO LATER THAN 5:00 PM CST January 31, 2018

RFP 1225

BUYER: Division of
Behavioral Health

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

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Department of Social Services, Division of Behavioral Health (DBH) is soliciting proposals from interested entities to develop and deliver culturally connected health and wellness education directed towards Native American audiences specific to opioid misuse/abuse prevention and awareness. Materials should be designed to directly connect Native Americans to critical health education on wellness and disease prevention in this regard and should specifically target Native American children, youth, and young adults. In addition, the materials should encourage viewer engagement with high impact programming that is culturally reflected and community-connected. The programming should engage viewers in a way that increases their overall health literacy (irregardless of the patients' reading literacy) and encourage the viewer to exercise individual empowerment and self-care related to potential for opioid use/misuse. Developed programming should air daily in facilities serving tribal viewers within reservation communities, schools, tribal or IHS health facilities and urban tribal centers across South Dakota.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Division of Behavioral Health is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Division of Behavioral Health. The reference number for the transaction is RFP #1225. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

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

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	<u>December 27, 2017</u>
Deadline for Submission of Written Inquiries	<u>January 10, 2018</u>
Responses to Offeror Questions	<u>January 17, 2018</u>
Proposal Submission	<u>January 31, 2018</u>
Anticipated Award Decision/Contract Negotiation	<u>February 9, 2018</u>

1.4 SUBMITTING YOUR PROPOSAL

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

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

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

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

Proposals must be addressed and labeled as follows:

**Request For Proposal #1225 Proposal Due January 31, 2018 by 5 PM CST
South Dakota Department of Social Services
Attention: Mark Close
700 Governors Drive
Pierre SD 57501-2291**

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

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

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

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

1.6 NON-DISCRIMINATION STATEMENT

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

1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

1.8 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after **January 10, 2018**. Email inquiries must be sent to Mark.Close@state.sd.us with the following wording, exactly as written, in the subject line: **RFP #1225 Questions**.

The Department of Social Services (DSS) will respond to offerors' inquiries by posting offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx> no later than **January 17, 2018**. For

expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.9 PROPRIETARY INFORMATION

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

1.10 LENGTH OF CONTRACT

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

Funding of this RFP is contingent on federal funding through the State Targeted Response to the Opioid Crisis issued by the Substance Abuse and Service Administration (SAMHSA) as this is the funding source for the work performed. The current grant budget period is May 1, 2017 through April 30, 2019. Year 1 of the budget period ends April 30, 2018. Year 2 begins May 1, 2018 and ends April 30, 2019. Activities conducted under this RFP must be completed by the end of Year 2.

The purchase of service contract is anticipated to begin in February 2018 and end on May 31, 2018. The continuation of the contract in future years will be dependent on the Offeror's performance in implementing the services as outlined and availability of federal funds.

1.11 GOVERNING LAW

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

1.12 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

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

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted

until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

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

3.0 SCOPE OF WORK

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

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

Moving forward, key outcomes for the grant include:

- Increased public awareness of the opioid issues within the state and local communities;
- Culturally responsive materials and strategies;
- Better equipped first responders to incidences of opioid overdose;
- Training for prescribers of opioids in evidence-based prevention and treatment models;
- Capacity building and planning for statewide access to medication assisted treatment (MAT) through telehealth; and
- Enhanced workforce training and case staffing capabilities through a statewide virtual support 'hub' and 'spoke' model of care delivery based on a teleECHO model.

SAMHSA Requirements and South Dakota's Approach in Meeting those Requirements

During the period of 2006-2014, South Dakota had a total of 427 drug associated deaths. The lowest incidence occurred in 2007 (30 deaths) and the highest most recently in 2014 (64). Overall, deaths associated with drug use have increased since 2006. (South Dakota Vital Statistics). The percent of drug associated deaths by gender across the same period was evenly distributed (49.2% female and 50.8% male). Whites account for 81% of deaths and American Indians account for 17.6% of deaths, indicating a higher incidence rate among American Indians as they comprise just short of 9% of the total population in the state.

A requirement of the federal funding is that each state enhance existing or support new prevention services related to opioid misuse or abuse. South Dakota aims to design, implement, enhance and evaluate primary and secondary prevention practices around opioid use including integrated drug monitoring programs, training for prevention and treatment providers, and improved local crisis response capacity. A critical component of achieving these outcomes in South Dakota, given the higher than average prevalence of opioid-related deaths among Native Americans as compared to the general population in the state, is to develop and disseminate materials in a manner that is

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culturally inclusive and responsive to their needs. It is anticipated that responsive offerors will develop short public service videos that specifically target destructive behaviors and positive messages for good health among pre-teen, teen, and young adult populations in South Dakota, most specifically Native Americans. While many tribal and urban health facilities have equivalent programming, little to no schools within the state have access to the programming; responsive offerors should identify and propose a means by which to accomplish comprehensive, statewide reach in its method of content delivery.

In partnership with a to-be selected contractor, in response to this RFP, DSS will:

- Develop and/or design materials (e.g. live action video or graphics) that are responsive to and sensitive of the needs of Native Americans in South Dakota, specific to opioid use;
- Recommend and develop an execution plan to broadcast the developed content and information across the state, and identify best venues for the dissemination of materials;
- Produce materials featuring live action with a scripted story line; and
- Distribute developed materials and/or videos to Native American communities through education, medical services, or other identified venues noted as appropriate by the offeror.

Responsive offerors should also indicate the manner in which outcomes (e.g. percent of students watching, % of students that learn new information) will be gathered and used to inform material development and/or dissemination methods throughout the project. Metrics should include, at minimum, (a) the number of youth directly impacted by the developed content, (b) youth satisfaction with materials presented, and (c) increased knowledge of dangers of opiate use and/or other measures that assess programmatic impact.

Available Funding & Supported Activities

As noted above, funding has been secured for Year 1 of the grant (ending April 30, 2018) as well as for Year 2. Complete offeror responses should address both budget periods and the required work elements as described in Table 1.

Offerors should be mindful of the timing and funding status, and craft their proposed implementation plans and budget using the following framework:

TABLE 1	Year 1 Funding	Year 2 Funding
Period	February 1, 2018 – April 30, 2018	May 1, 2018 – April 30, 2019
Budget	Budgets not to exceed \$100,000	Budgets not to exceed \$36,000
Required Work Elements	<ul style="list-style-type: none"> • Action plans for a) material design, b) dissemination of content, and c) production schedule. • Execution of the action plans, ensuring production is complete by the end of the Year 1 budget period. 	<ul style="list-style-type: none"> • Dissemination/broadcast of materials as per the developed action plan in Year 1.

Clear and concise responses to the following points should be prepared to attest to the Offeror’s capabilities and capacity to develop and disseminate high-quality culturally relevant video productions in clinic settings across South Dakota.

3.1 Overview: The offeror must provide an overview/introduction that describes the organization’s background, philosophy, project management approach, key personnel that would be assigned to and leading the project if awarded, capacity and organizational readiness to complete the project outcomes in the short time frame provided, and previous experience.

3.2 Proposed Strategy: Describe the process by which materials (e.g. live action video or graphics) will be designed, developed, and disseminated that are responsive to and sensitive towards the needs of Native Americans in South Dakota, specific to opioid use. Describe and

reference what evidence-based strategies will be leveraged to support the content created for these materials. If adaptations to evidence-based or evidence-informed strategies are anticipated, the offeror should detail those adjustments and provide a rationale for doing so. Fully describe the implementation approach for dissemination of video (or similar) content after it is developed, and what connections will be needed to ensure the target population is reached at its highest capacity.

- 3.3 Population of Focus:** Describe how the proposed approach will address or account for the identified patient population (Native Americans in South Dakota, youth and young adults included), and how the proposed strategy will identify, account for or overcome any language or literacy barriers among that population.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 The offeror **may be** required to submit a copy of their most recent independently audited financial statements.
- 4.4 Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years:
- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.5 The offeror must detail examples that document their ability and proven history in handling special project constraints.
- 4.6 The offeror must describe their proposed project management techniques, including a detailed timeline for accomplishment of the requirements noted in Section 3.2 and 3.3 of this RFP.
- 4.7 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 An original and six (6) copies shall be submitted.

- 5.1.1 In addition, the offeror must submit one (1) copy of their entire proposal, including all attachments and cost proposal(s), in PDF digital format loaded on a USB flashdrive. Offerors may not send the electronically formatted copy of their proposal via email.
 - 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
 - 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Section 3 & 4. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.
 - 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.
- See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:
 - 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;

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- 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.4 Familiarity with the project locale;
 - 6.1.5 Availability to the project locale;
 - 6.1.6 Proposed project management techniques;
 - 6.1.7 Ability and proven history in handling special project constraints, and
 - 6.1.8 Cost proposal.
- 6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 COST PROPOSAL

The offeror must include a cost proposal. The offeror shall complete and submit Attachment B – Cost Proposal as part of their final proposal.

Attachment A

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

**Consultant Contract
For Consultant Services
Between**

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

Referred to as Consultant

Referred to as State

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

1. CONSULTANT'S South Dakota Vendor Number is .
2. PERIOD OF PERFORMANCE:
 - A. This Agreement shall be effective as of June 1, 2017 and shall end on May 31, 2018, unless sooner terminated pursuant to the terms hereof.
 - B. Agreement is the result of request for proposal process, RFP # _____
3. PROVISIONS:
 - A. The Purpose of this Consultant contract:
 - 1.
 2. Does this Agreement involve Protected Health Information (PHI)? YES () NO (X)
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment) .
 3. The Consultant will use state equipment, supplies or facilities.
 - B. The Consultant agrees to perform the following services (add an attachment if needed.):
 - 1.
 - C. The State agrees to:
 - 1.
 2. Make payment for services upon satisfactory completion of services and receipt of bill. Payment will be in accordance with SDCL 5-26.
 3. Will the State pay Consultant expenses as a separate item?
YES () NO (X)
If YES, expenses submitted will be reimbursed as identified in this Agreement.

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

4. BILLING:

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

5. TECHNICAL ASSISTANCE:

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

6. LICENSING AND STANDARD COMPLIANCE:

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

7. ASSURANCE REQUIREMENTS:

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

8. RETENTION AND INSPECTION OF RECORDS:

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

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

9. WORK PRODUCT:

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

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

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

10. TERMINATION:

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

11. FUNDING:

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

12. ASSIGNMENT AND AMENDMENTS:

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

13. CONTROLLING LAW:

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

14. SUPERCESSION:

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

15. IT STANDARDS:

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

16. SEVERABILITY:

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

17. NOTICE:

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

18. SUBCONTRACTORS:

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

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

19. STATE'S RIGHT TO REJECT:

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

20. HOLD HARMLESS:

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

21. INSURANCE:

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

A. Commercial General Liability Insurance:

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

B. Business Automobile Liability Insurance:

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

C. Worker's Compensation Insurance:

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

D. Professional Liability Insurance:

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

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

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

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

23. CONFLICT OF INTEREST:

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

24. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either

intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.

25. REPORTING PROVISION:

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

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

**DSS Purchase Order # 18SC08
 Consultant Contract # 18-0800- _ _ _**

26. AUTHORIZED SIGNATURES:

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

Consultant Signature	Date
State - DSS Division Director Tiffany Wolfgang	Date
State - DSS Chief Financial Officer Laurie Mikkonen	Date
State - DSS Cabinet Secretary Lynne A. Valenti	Date

State Agency Coding:

CFDA #				
Company				
Account				
Center Req				
Center User				
Dollar Total				

DSS Program Contact Person Melanie Boetel
 Phone 605-773-3123

DSS Fiscal Contact Person Contract Accountant
 Phone 605 773-3586

Consultant Program Contact Person _____
 Phone _____

Consultant Fiscal Contact Person _____
 Phone _____

Consultant Email Address _____

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

STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES

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

Provider's Name: _____

RFP #: _____

(OR)

Check the applicable exemption(s):

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

If checked, please provide explanation:

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

If checked, please provide explanation:

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

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

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

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

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

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

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

Attachment B

Budget Allocation: Based on experience with key target audiences and experience in developing campaigns for this type of message, provide a general recommendation and explanation for allocating the said budget into the areas detailed on the chart below. Prepare the allocation based on year 1 budget of \$100,000 and year 2 budget of \$36,000, and should demonstrate how the Offeror may suggest allocating a budget of this size.

	Budget Recommendation	% of Total Budget	Activities/Comments
A. Creative Services - original creations			
Television			
Print			
Video			
Website design			
Social Media			
Radio			
Out-of-Home			
Other			
SUBTOTAL CREATIVE SERVICES			
B. Public Relations Services			
C. Market Research Services			
D. Additional Charges			
Clerical Support			
Consultation with DSS Staff			
Attending in-state and/or out-of-state meetings			
Phone consultations			
Other charges (describe)			
SUBTOTAL SECTIONS A - D			
E. Media Placement			
Traditional (TV, radio, print, out-of-home)			
Digital (online advertising, social media, etc.)			

DSS Purchase Order # 18SC08
Consultant Contract # 18-0800- _ _ _

SUBTOTAL MEDIA PLACEMENT			
TOTAL SECTIONS A - E	\$	%	