

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

**Primary Prenatal Care Innovation Grants**

PROPOSALS ARE DUE NO LATER THAN May 20, 2019 5:00 PM CDT

RFP #1661

BUYER: Division of  
Medical Services

POC: Marilyn Kinsman  
[Marilyn.Kinsman@state.sd.us](mailto:Marilyn.Kinsman@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: \_\_\_\_\_

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**PRIMARY CONTACT INFORMATION**

CONTACT NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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## 1.0 GENERAL INFORMATION

### 1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

Medicaid and the Children's Health Insurance Program (CHIP) provide medical coverage for over 118,000 South Dakotans each month. The vast majority, 68% are children. During the last fiscal year, Medicaid provided coverage for over 4,400 births and half of the children born in South Dakota rely on Medicaid or CHIP for healthcare coverage. The remaining 32% of adults covered through Medicaid include aged, blind, disabled, pregnant women, and very low-income parents.

Preventing health issues is better than dealing with more involved and higher cost issues later. Primary care or making sure pregnant moms start prenatal care in their first trimester is better for people's health and more cost effective than when there are problems later. Providers know the best and creative ways primary and prenatal care are delivered across the state to meet the needs of our citizens. But we still face challenges especially in our most frontier areas and where we have healthcare workforce shortages. The Department of Social Services (DSS) is seeking proposals to fund innovative solutions from providers willing to think outside the box to provide services to people on Medicaid.

We are seeking proposals to test evidence-based maternity care service approaches that enhance current care delivery and address medical, behavioral, and psychosocial factors that can be present during pregnancy and contribute to preterm-related poor birth outcomes. Enhancements to prenatal care have the potential impact to impact high rates of poor maternal and infant birth outcomes.

We are also seeking proposals that test evidence-based primary care innovations focused on innovative delivery models that promote better health, improved care, and lower costs.

The Department of Social Services will select and award multiple projects with \$1,000,000 total funding available to support all awarded projects.

### 1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Department of Social Services is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota. The reference number for the transaction is RFP #1661. 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 LETTER OF INTENT

All interested offerors must submit a **Letter of Intent** to respond to this RFP.

The Letter of Intent must be received by email in the Department of Social Services by no later than April 15, 2019 and must be addressed to [Marilyn.Kinsman@state.sd.us](mailto:Marilyn.Kinsman@state.sd.us). Place the following, exactly as written, in the subject line of your email: **Letter of Intent for RFP #1661**. Be sure to reference the RFP number in any attached letter or document.

### 1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	<u>April 01, 2019</u>
Letter of Intent to Respond Due	<u>April 15, 2019</u>
Deadline for Submission of Written Inquiries	<u>April 15, 2019</u>
Responses to Offeror Questions	<u>April 29, 2019</u>

Proposal Submission	<u>May 20, 2019</u> 5:00 PM (CDT)
Individual Offeror Conference Call	<u>May 29 &amp; 30 2019</u>
Anticipated Award Decision/Contract Negotiation	<u>July 1, 2019</u>

## 1.5 SUBMITTING YOUR PROPOSAL

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

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

An original, seven (7) identical copies, and one (1) digital, Portable Document Format (PDF) copy loaded on a USB flashdrive of the proposal, all attachments, and the cost proposal(s) must 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 #1661 Proposal Due May 20, 2019  
South Dakota Department of Social Services  
Attention: Marilyn Kinsman  
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.

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

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

## 1.7 NON-DISCRIMINATION STATEMENT

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

## 1.8 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.

## **1.9 OFFEROR INQUIRIES**

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after April 15, 2019. Email inquiries must be sent to [Marilyn.Kinsman@state.sd.us](mailto:Marilyn.Kinsman@state.sd.us) with the following wording, exactly as written, in the subject line: **RFP #1661 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 April 29, 2019. 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.

## **1.10 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.

## **1.11 LENGTH OF CONTRACT**

The start date will be determined based on the offeror's proposal and awarded for up to a three (3) year period.

## **1.12 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.

## **1.13 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)**

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. Individual conference calls with offerors will be scheduled on May 29 & 30, 2019. Offerors will be contacted in advance to schedule a time for their call.

## **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.

### **3.0 SCOPE OF WORK**

#### **Innovation Grant Scope of Work**

All responses to the Scope of Work must be organized and tabbed with labels for the following headings: RFP Form; Executive Summary; Detailed Response; and Cost Proposal as noted in 5.0 Proposal Response Format.

#### **3.1 SECTION ONE: PROJECT DESIGN**

##### **3.1.1 Project Goals and Target Population**

3.1.1.1 The proposal must list, describe, and justify the selected project goals of better health, better care, and reduced costs.

3.1.1.2 It must also define the targeted populations (which must include, but need not be limited to Medicaid and/or CHIP beneficiaries), the services to be delivered, and the proposed timeline of the project.

3.1.1.3 The proposal must include a detailed rationale for why the goals and population selected are important in the context of explaining the overall expected impact of the model and potential suitability for expansion to other settings, areas, and/or populations.

##### **3.1.2 Description of the Project and Supporting Evidence Base**

3.1.2.1 The proposal must describe the design of the proposed project.

3.1.2.2 The description provided must describe the type, duration, and scope of the services.

3.1.2.3 The description must describe how the proposed project is evidence-based.

3.1.2.4 The offeror must explain how the project will affect the targeted population and demonstrate whether and how the proposed project will impact the underserved, address health disparities, reduce the effect of multiple co-morbidities, and/or modify risk factors.

3.1.2.5 The offeror must identify the primary challenges to successful implementation of the project and explain how these anticipated risks will be mitigated.

#### **3.2 SECTION TWO: EVALUATION AND REPORTING**

##### **3.2.1 Reporting and Evaluation**

3.2.1.1 The proposal must include a description of the offeror's plan for collecting and producing the data and analysis of the program that will be provided to DSS and any evaluation and monitoring contractors.

3.2.1.2 The proposal must include detailed information on the self-evaluation plan, including design for process assessment and outcome evaluation, variables, and data sources.

3.2.1.3 Careful evaluation of the effect of the intervention on the quality of care received as well as health care outcomes and costs is expected. Programs are also expected to survey patients about their experience with care.

3.2.1.4 A final evaluation report must be provided to DSS and must include an assessment of program implementation, lessons learned, patient experience, quality improvements, clinical outcomes, and estimates of cost savings.

- 3.2.1.4.1 The offerors will also be required to fully cooperate with any monitoring and evaluation contractors in reporting data that they require for the project evaluations.
- 3.2.1.4.2 Offerors should describe a method for establishing a control or comparison groups to measure the program effects on costs and outcomes. Projects may be required to report information in standard format and measure and report outcomes in a standardized way, if requested by DSS.
- 3.2.1.5 Awardees will be required to submit quarterly (at a minimum) progress status reports to the Department of Social Services that includes progress towards achieving interim milestones and other preliminary outcomes data.

### **3.3 SECTION THREE: ORGANIZATIONAL CAPACITY AND OPERATIONAL/MANAGEMENT PLAN**

#### **3.3.1 Organization and Administration**

- 3.3.1.1 The proposal must also demonstrate an understanding of the needs of the community or population that the offeror seeks to target.
- 3.3.1.2 The proposal must include a description of the governance, organizational and structural functions that will be in place to implement, monitor, and operate the initiative.
- 3.3.1.3 The offeror must demonstrate the financial strength and stability needed to operate the project.

#### **3.3.2 Operational Plan**

- 3.3.2.1 The offeror must provide a preliminary operational plan that includes a draft work plan showing how it plans to ramp up to operational start and demonstrates the capacity to improve care within six months of receiving funding.
  - 3.3.2.1.1 The plan should also include roles and responsibilities of key partners and major milestones and dates for successfully executing the operational plan.
  - 3.3.2.1.2 The plan should also include the number and titles of staff that will be dedicated to this project.
- 3.3.2.2 The offeror must provide an organizational chart that describes the entity that is responsible for the management of this project and must describe the relationship between that entity and all other organizations that will provide services and work with the participants under the project.
- 3.3.2.3 The proposal should show that the organization has the resources and track record needed to operate the project and report on the progress it is making during the operation.
- 3.3.2.4 The offeror must submit information that demonstrates their availability and familiarity with the location in which the project (s) are to be implemented.
- 3.3.2.5 The offeror must describe their proposed project management techniques.

### **3.4 SECTION FOUR: PAST PERFORMANCE AND EXPERIENCE**

- 3.4.1.1 The proposal must describe the past experience and track record of performance of the organization.
- 3.4.1.2 Provide three (3) examples of proven relevant experience in the successful operation of previous innovative and relevant projects.
- 3.4.1.3 The proposal must include how the offeror plans to partner with health care providers and other implementing organizations, including how the partners will have the administrative ability to carry out their part of the project.
- 3.4.1.4 The offeror must detail examples that document their ability and proven history in handling special project constraints.

### **3.5 SECTION FIVE: FUNDING, SUSTAINABILITY AND COST PROPOSAL**

#### **3.5.1 Budget and Budget Narrative**

The Budget Narrative must include a yearly breakdown of costs for each year of the project period, up to a three (3) year period. Specifically, the Budget Narrative should provide a detailed cost breakdown for each line item listed by year including a breakdown of costs for each activity/cost within each line item. The proportion of funding designated for each activity should be clearly outlined and justify the offeror's readiness to receive funding through SFY 2023 including complete explanations and justifications for the proposed activities. The budget must separate out funding that is administered directly by the awardee from any funding that will be subtracted.

- 3.5.1.1 The proposal must include budgets for each year of the proposed project period. The Budget Narrative must include a yearly breakdown of costs for the proposed project period.
- 3.5.1.2 The following budget categories should be addressed (as applicable):
  - Personnel
  - Fringe benefits
  - Contractual costs, including subcontracts
  - Equipment
  - Supplies
  - Travel
  - Other costs, including those not otherwise associated with training and education.
- 3.5.1.3 The Budget Narrative should outline the strategies and activities of the project, and provide cost breakdowns for any subcontracts that will be implemented to achieve anticipated outcomes.

#### **3.5.2 Financial Plan and Model Sustainability Financial Plan**

- 3.5.2.1 Each proposed project is expected to submit a Financial Plan and supplemental narrative that provide an explanation of how it expects to meaningfully reduce medical cost trend for their targeted population.
- 3.5.2.2 Offerors must provide a financial plan narrative and supporting information explaining the rationale behind all assumptions used to develop the Financial Plan.
- 3.5.2.3 Each proposal should include a clear description of the expected positive impact of the project and describe a clear pathway to ongoing sustainability.

3.5.2.4 Each proposal should describe the services being provided, the expected cost of the service provision, and where appropriate, an anticipated approach to reimbursement and/or other financial arrangements that support the business model beyond the proposed project period.

### 3.5.3 **Cost Proposal**

3.5.3.1 The Budget and Budget Narrative in Section 5: Funding and Sustainability above, represent the offeror's cost proposal.

## **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 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.

4.4 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 seven (7) 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 proposal and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

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

5.2.3.3 A specific section that outlines the outcome measurements the offeror will collect and report on.

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.

The cost proposal must be submitted in a separate sealed envelope labeled "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 **PROJECT DESIGN:** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the goal of enhancing primary or prenatal care outcomes as outlined in the project requirements including availability to the project locale (e.g. description of the project location).

6.1.2 **EVALUATION AND REPORTING:** Demonstrated ability to measure and evaluate performance outcomes and reporting.

6.1.3 **ORGANIZATIONAL CAPACITY AND OPERATIONAL/MANAGEMENT PLAN:** Resources available to perform the work, including any specialized services, within the specified time limits for the project; familiarity with the project locale; and proposed project management techniques.

6.1.4 **PAST PERFORMANCE AND EXPERIENCE:** Record of past performance, from previous related projects, quality of work, ability to meet schedules, cost control, and contract administration; and ability and proven history in handling special project constraints.

6.1.5 **FUNDING, SUSTAINABILITY AND COST PROPOSAL:** Proposal to sustain the project in the future once the grant funding is exhausted and the cost proposal is reasonable and focused on operations.

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 will make multiple awards for the highest ranked proposals. The final scope of services for the project and budget shall be negotiated, including compensation and performance schedule.
  - 6.5.1 If the agency and the highest ranked offerors 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.

**ATTACHMENT A**

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF MEDICAL SERVICES**

**Grant Agreement  
Between**

State of South Dakota  
Department of Social Services  
DIVISION OF MEDICAL SERVICES  
700 Governors Drive  
Pierre SD 57501-2291

\_\_\_\_\_  
Referred to as Grantee

\_\_\_\_\_  
Referred to as State

The State hereby enters in to an agreement (the "Agreement" hereinafter) for an award of (Federal) and/or (State) financial assistance to a Grantee.

1. Grantee's South Dakota Vendor Number is \_\_\_\_\_ .

2. **PERIOD OF PERFORMANCE:**

A. This Agreement shall be effective as of \_\_\_\_\_ and shall end on \_\_\_\_\_, unless sooner terminated pursuant to the terms hereof.

B. This Agreement is the result of request for proposal process, RFP #1661.

3. **BASIS FOR SUBAWARD AMOUNTS:**

This grant is made for the purpose of \_\_\_\_\_ .

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

4. PROVISIONS (add an addendum if needed):

A. The Grantee agrees to:

1. .
2. Does this Agreement involve 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. Provide documentation of expenditures incurred.

B. The State agrees to:

1. .

5. PROPERTY MANAGEMENT STANDARDS:

The Grantee agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

6. TECHNICAL ASSISTANCE:

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

7. LICENSING AND STANDARD COMPLIANCE:

The Grantee 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 Grantee will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Grantee's failure to ensure the safety of all individuals served is assumed entirely by the Grantee.

9. RETENTION AND INSPECTION OF RECORDS:

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

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

10. WORK PRODUCT:

Grantee 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, State Data, End User Data, Personal Health Information, and all information contained therein provided to the State by the Grantee 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 Grantee without the written consent of the State.

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

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

12. COST PRINCIPLES:

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

13. 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.

14. FUNDING:

This contract 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.

15. ASSIGNMENT AND AMENDMENT:

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

16. CONTROLLING LAW:

This Contract 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.

17. SUPERCESSION:

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

18. 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/>.

19. 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.

20. NOTICE:

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

provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

21. SUBCONTRACTORS/SUBGRANTEES:

The Grantee will not use subcontractors or subgrantees to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to reject any person from the contract presenting insufficient skills or inappropriate behavior.

The Grantee will include provisions in its subcontracts or subgrants requiring its subcontractors and/or subgrantees 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 Grantee will cause its subcontractors, subgrantees, 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 and or subgrantees. The Grantee is required to assist in this process as needed.

22. 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.

23. HOLD HARMLESS:

The Grantee 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 Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

24. INSURANCE:

Before beginning work under this Agreement, the Grantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Grantee, 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 Grantee agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Grantee shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

The Grantee 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:

The Grantee 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:

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

D. Professional Liability Insurance:

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

25. TERMS:

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

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

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

27. CONFLICT OF INTEREST:

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

28. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Grantee by the State. Grantee 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. Grantee shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (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 contract and who have a need to know such information. Grantee is held to the same standard of caring 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. Grantee 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 Grantee; (ii) was known to Grantee 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 Grantee without the benefit or influence of the State's information; (v) becomes known to Grantee 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. Grantee 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 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. Grantee 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 assignment performed in the course of this Agreement required security requirements or clearance, the Grantee will be required to undergo investigation.

29. RECIPIENT, SUB-RECIPIENT ATTESTATION:

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

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

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

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

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

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

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

30. AUTHORIZED SIGNATURES:

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

_____	_____
Grantee Signature	Date
_____	
Grantee Printed Name	
_____	_____
State - DSS Division Director William Snyder	Date
_____	_____
State - DSS Chief Financial Officer Laurie Mikkonen	Date
_____	_____
State - DSS Cabinet Secretary M. Gregory DeSautel, MD	Date

**State Agency Coding:**

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

DSS Program Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_

DSS Fiscal Contact Person Contract Accountant  
Phone 605 773-3586

Grantee Program Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_

Grantee Program Email Address \_\_\_\_\_

Grantee Fiscal Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_

Grantee Fiscal Email Address \_\_\_\_\_  
\_\_\_\_\_