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

Professional Services - SD Department of Social Services

PROPOSALS ARE DUE NO LATER THAN DECEMBER 6, 2018 5:00 PM (CST)

RFP #1507

BUYER: Department of Social Services
POC: Marilyn Kinsman
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: _________________________________

______________________________________________________________

PRIMARY CONTACT INFORMATION

CONTACT NAME: ________________________ TELEPHONE NO: _______________________________

FAX NO: _______________________________ E-MAIL: _________________________________

______________________________________________________________
1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Department of Social Services (DSS) is initiating this RFP to secure professional services to support and enhance activities of the department including, but not limited to DSS administered programs such as the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Low-Income Energy Assistance Program (LIEAP), Weatherization Program, and programs and services related to finance, child care services, child welfare services, behavioral health services including community-based, correctional-based and inpatient psychiatric - Human Services Center (HSC), child support enforcement, Medicaid and the Children’s Health Insurance Program (CHIP). This RFP is intended to support an array of projects including but not limited to the following:

1. **Information Systems**: Proven successful experience with information system development, implementation, and maintenance, including both Medicaid Management Information Systems and Eligibility and Enrollment Systems and any other systems related to DSS administered programs and services.

2. **Provider Reimbursement and Financial Analysis**: Proven successful experience related to DSS administered programs and other service rate setting methodologies.

3. **Policy and Program Implementation**: Proven successful experience with all aspects of DSS policy and program implementation, including but not limited to care management, electronic health records, fraud surveillance, utilization management, etc.

4. **Project Management Support**: Proven project management experience for both large scale and smaller scale implementation efforts.

5. **Subject Matter Expertise Consulting**: Proven subject matter expertise and experience in areas related to DSS administered programs and services.

6. **Administrative Support**: Proven administrative support experience in providing support level type of work in areas related to DSS administered programs and services.

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 #1507. 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](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 are requested to submit a non-binding Letter of Intent to respond to this RFP. While preferred, a Letter of Intent is not mandatory to submit a proposal.

Be sure to reference the RFP number in your letter.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication: October 11, 2018
Letter of Intent to Respond Due (Optional): October 25, 2018
Deadline for Submission of Written Inquiries: October 25, 2018
Responses to Offeror Questions: November 15, 2018
Vendor Q&A Conference Call (If needed): November 21, 2018
Proposal Submission: December 6, 2018 5:00 PM (CST)
Anticipated Award Decision/Contract Negotiation: January 14, 2019

1.5 SITE VISITS

Work orders may or may not require staff of the qualified vendor selected to be on-site. If awarded work, qualified vendors will be asked to submit information about the qualifications of the personnel proposed by the offeror to perform the requirements of the work order for evaluation by DSS.

1.6 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, 6 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 #1507 Proposal Due December 6, 2018
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.

1.7 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 October 25, 2018. Email inquiries must be sent to Marilyn.Kinsman@state.sd.us with the following wording, exactly as written, in the subject line: RFP #1507 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 November 15, 2018. For expediency, DSS may combine similar questions. Depending on the volume and type of vendor questions, a vendor question and answer conference call may be scheduled. Offerors will be notified if a conference call is to occur when the Responses to Offeror Questions are published. 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

Each work order will result in a contract with a length of time specific to that work order and identified solution.

1.11 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.

3.0 SCOPE OF WORK

3.1 The South Dakota Department of Social Services (DSS) is initiating this RFP to secure professional services to support and enhance activities of the department including, but not limited to DSS administered programs such as SNAP, TANF, LIJEAP, Weatherization Program, and programs and services related to finance, child care services, child welfare services, behavioral health services (including community-based, correctional-based and inpatient psychiatric (HSC), child support enforcement, Medicaid and CHIP. Anticipated professional services, including but not limited to: information technology systems including the Medicaid Management Information System and Eligibility and Enrollment systems. The following topics are included:
### 3.1.1 Information Systems: Proven successful experience with information system development, implementation, and maintenance, including both Medicaid Management Information Systems and Eligibility and Enrollment Systems and any other systems related to DSS administered programs and services. Offeror should respond to each category and separately list proven successful experience with information system development, implementation, and maintenance as related to DSS programs and services outlined in 3.1. Work orders may result in areas focused on both the current information systems or for new systems.

<table>
<thead>
<tr>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project design and development analysis</td>
</tr>
<tr>
<td>Project timeline development and monitoring</td>
</tr>
<tr>
<td>Business Analyst and BA support functions including meeting with technical personnel, attending sprint meetings, monitoring technical development status and drafting status reports</td>
</tr>
<tr>
<td>Risk identification and management</td>
</tr>
<tr>
<td>Testing (including all testing phases) and, if needed, personnel that can provide test management, tracking, test case writing and execution</td>
</tr>
<tr>
<td>Certification compliance analysis, including but not limited to MITA checklist development, documentation, federal review meetings and corrective actions</td>
</tr>
<tr>
<td>Operating procedures design, drafting and implementation</td>
</tr>
<tr>
<td>Environment organizational structure design and implementation</td>
</tr>
<tr>
<td>Organizational change management</td>
</tr>
<tr>
<td>Training Plan and materials development, review, and implementation</td>
</tr>
<tr>
<td>Internal and external stakeholder training coordination</td>
</tr>
<tr>
<td>Data conversion, including plan development, testing and risk analysis</td>
</tr>
<tr>
<td>Implementation Plan/Project Plan development</td>
</tr>
<tr>
<td>Medicaid Information Technology Architecture and CMS’ Seven Standards and Conditions</td>
</tr>
</tbody>
</table>

### 3.1.2 Provider Reimbursement and Program/Financial Analytics: Proven successful experience related to DSS administered programs and other service rate setting methodologies. Offeror should respond to each category and separately list proven successful experience with rate setting methodologies. Proven success in development of financial models or forecasting related to operationalizing policy or other changes as related to DSS programs and services outlined in 3.1.

<table>
<thead>
<tr>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medicaid Upper Payment Calculations</td>
</tr>
<tr>
<td>Rate Setting and Reimbursement Model Development</td>
</tr>
<tr>
<td>Financial Analysis/Modeling including “what if” scenarios</td>
</tr>
<tr>
<td>Analytics and forecasting</td>
</tr>
<tr>
<td>Performance Based Contracting</td>
</tr>
<tr>
<td>Infographic Creation (dashboards, performance metrics, program outcomes, etc.)</td>
</tr>
</tbody>
</table>

### 3.1.3 Policy and Program Implementation: Proven successful experience with all aspects of DSS policy and program implementation, including but not limited to care management, electronic health records, fraud surveillance, utilization management, etc. Offeror should respond to each category and separately list proven successful experience with all aspects of DSS policy and program implementation as related to DSS programs and services outlined in 3.1.

<table>
<thead>
<tr>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Process and Technology Impact Assessment</td>
</tr>
<tr>
<td>Analysis and Operational Recommendations related to Federal Regulatory Requirements</td>
</tr>
<tr>
<td>Technical Assistance</td>
</tr>
<tr>
<td>Federal program compliance including grant compliance</td>
</tr>
<tr>
<td>Quality Assurance</td>
</tr>
<tr>
<td>Payment Error Rate Measurement (PERM)</td>
</tr>
</tbody>
</table>
Evidence Based Services and Practices
Impact of Federal Legislation and Proposed Federal Policy Changes

3.1.4 Project Management Support: Proven project management experience for both large scale and smaller scale implementation efforts. Offeror should respond to each category and separately list proven successful experience with all aspects of project management. Specifically describe experience in all aspects of project management as related to DSS programs and services outlined in 3.1. Section 3.1.4 is intended to encompass a wide variety of project management activities. PM support expertise will be requested in various levels including for larger more complex projects and smaller scale projects. Offerors response and cost proposal should clearly identify various levels of project management expertise (i.e. Senior Project Manager, Project Director, Project Lead, etc.). Each work order will outline the type/level of PM experience required for a specific project.

<table>
<thead>
<tr>
<th>Project Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Planning to include timeline development, tracking and maintenance</td>
</tr>
<tr>
<td>Project Plan Management, Remediation, Implementation, and Post-Implementation Remediation</td>
</tr>
<tr>
<td>Communication with Internal and External Stakeholders</td>
</tr>
<tr>
<td>Risk Identification and Contingency Management</td>
</tr>
<tr>
<td>Performance Monitoring</td>
</tr>
</tbody>
</table>

3.1.5 Subject Matter Expertise Consulting: Proven subject matter expertise and experience in areas related to DSS programs and services as outlined in 3.1. Offerors must be specific in their response to each program area that the offeror identifies as proven experience. List experiences for each program separately. More specific information would be provided in any work order related to this topic area.

<table>
<thead>
<tr>
<th>Grant writing support</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Drafting and Evaluation</td>
</tr>
<tr>
<td>Policy/Program Experience (e.g. Medicaid, SNAP, Child Welfare, etc.)</td>
</tr>
<tr>
<td>Implementation and Evaluation of Employment and Training Programs</td>
</tr>
<tr>
<td>Federal Grant or Entitlement Program Requirements and Funding</td>
</tr>
</tbody>
</table>

3.1.6 Administrative Support: Proven administrative support experience in providing support level type of work in areas as related to DSS administered programs and services as outlined in 3.1. Offerors must be specific in their response to each program area that the offeror identifies as proven experience. List experiences for each program separately.

<table>
<thead>
<tr>
<th>Data entry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scanning</td>
</tr>
<tr>
<td>Clerical support</td>
</tr>
<tr>
<td>Administrative support</td>
</tr>
</tbody>
</table>

3.2 There is no guarantee of work. Work orders to acquire professional services will be created on an as needed basis. Offerors selected as qualifying vendors in each of the above topic areas will be contacted and asked to provide specific information regarding resource availability and expertise when specific work orders are identified. Qualifying vendor(s) will be required to respond the majority of the time to work order requests within five (5) business days. Specific work orders will dictate time for qualified vendor(s) to submit responses to the work order.

3.3 Offerors can respond to any combination of the topic areas (3.1.1 - 3.1.6). Offerors must identify which topic areas are included in the response.
3.4 Work orders may or may not require staff of the qualified vendor(s) selected to be on-site. If awarded work, qualified vendor(s) will be asked to submit information about the qualifications of the personnel proposed by the offeror to perform the requirements of the work order for evaluation by DSS.

3.5 Offerors should provide company and staff qualifications for each topic area and can include rate information associated to multiple staff across a broad scope of work areas.

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 must submit a copy of their most recent independently audited financial statements. Offerors unable to meet this requirement can identify an alternative equivalent in their proposal for consideration.

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:

   4.4.1 Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
   
   4.4.2 Dates of the service/contract; and
   
   4.4.3 A brief, written description of the specific prior services performed and requirements thereof.

4.5 The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project(s) are to be implemented.

   4.5.1 The department cannot anticipate all project constraints that might occur. These could include constraints such as tight deadlines, minimal internal resource availability, or legislatively directed parameters.

4.6 The offeror must detail examples that document their ability and proven history in handling special project constraints.

4.7 The offeror must describe their proposed project management techniques.

4.8 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

4.9 Offerors responding to or identified as a qualified vendor as a result of this RFP will not automatically be excluded from participating in future MMIS, Eligibility and Enrollment or other IT system projects. However, if a resulting work order is directly related to any procurement development support for future IT system projects, the vendor selected for that work order may be precluded from future related work. Any preclusion would be noted in the work order.
5.0 PROPOSAL RESPONSE FORMAT

All proposals should be prepared and simply and economically and provide a direct, concise explanation of the offeror’s proposal and qualifications. Elaborate brochures, sales literature and other presentations unnecessary to a complete and effective proposal are not desired.

5.1 An original and 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 including the experience and demonstrated success in providing similar work. 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 Specify topic area(s) (3.1.1 – 3.1.6)

5.2.3.2 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.

5.2.3.3 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.

5.2.3.4 List the skills for which you have successfully provided qualified candidates to customers (based upon the skills tables listed in Section 3.1).

5.2.3.5 Describe a formal employment qualification assessment that will be used.

5.2.3.6 Describe your Company qualifications:

5.2.3.6.1 What is your Company’s geographic presence? In South Dakota? Nationally?

5.2.3.6.2 Describe your procedures for background screening.

5.2.3.6.3 Identify any strengths in specific industries where you have extensive recruitment experience.
5.2.3.6.4 Identify any strengths in geographical areas where you have extensive recruitment experience.

5.2.3.6.5 List any retention statistics that you have.

5.2.3.6.6 List any experience you have in recruiting for positions in South Dakota.

5.2.3.7 A clear description of any options or alternatives proposed.

5.2.4 Corporate Qualifications. Provide responses to each of the following questions in your proposal.

5.2.4.1 What year was your company (if applicable) established?

5.2.4.2 What is the primary business focus of your company?

5.2.4.3 What is the total number of employees in the company?

5.2.4.4 How many employees of your company have the skill set to support this effort?

5.2.4.4.1 While specific staff resumes are not required, vendors should outline company and staff qualifications and experience in their response. DSS will require resumes and other related staff information for each work order.

5.2.4.5 How many of those employees are accessible to your organization to support the types of project outlined in 3.0 Scope of Work?

5.2.4.6 Has your firm ever done business under a different name and if so what was the name?

5.2.4.7 Has your firm ever done business in South Dakota, including with the State of South Dakota?

5.2.5 Cost Proposal. Cost will be evaluated independently from the technical proposal.

5.2.5.1 The cost proposal must detail the type of subject matter expertise and hourly rates as related to the types of staff proposed by the offeror under this RFP. The offeror must utilize a format similar to “Attachment B: SAMPLE Professional Services Pricing Schedule.”

5.2.5.2 The cost proposal must be submitted and labeled as, “Professional Services Pricing Schedule.”

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;
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 Cost proposal;

6.1.5 Availability to the project locale;

6.1.6 Ability and proven history in handling special project constraints;

6.1.7 Familiarity with the project locale; and

6.1.8 Proposed project management techniques.

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 Offerors that have varying hourly rates by staff level should provide rates for each type of professional staff proposed and include details about the rate differences.

6.5 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.

6.6 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.

6.6.1 If the agency and the vendor(s) selected under this RFP 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.

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

6.6.3 The number of contracts awarded in response to this RFP is unknown. The outcome of this RFP will be a list of qualified vendors in each topic area in Section 3.1.

6.6.4 DSS will issue work orders as needs are identified. The Department cannot anticipate how many work orders will be issued each year.

6.6.5 The State may award work orders to more than one vendor in any scope area.

6.6.6 Work orders will be issued in a duration commensurate with the scope of work being requested.

6.6.6.1 Projects may be short-term or long-term.

6.6.6.2 Certain work orders will require on-site presence and that information will be provided as work orders are issued.
7.0 **COST PROPOSAL**

7.1 Offerors shall submit the hourly rate for each professional resource topic area responded to (3.1.1 – 3.1.6). Hourly rates should not include travel expenses. If travel is required for individual work orders, travel costs will be reimbursed separately. Lodging, mileage, and meals will be reimbursed at state rates. Qualified vendors will have access to state rates for lodging. Airfare will be reimbursed at actual costs based on the lowest available fare. Offerors must utilize a format similar to Attachment B: SAMPLE Professional Services Pricing Schedule.

7.2 Most work orders resulting from this RFP will be based on an hourly cost; but, qualified vendors may be asked for fixed bid proposals in limited circumstances.
Attachment A

STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES

Consultant Contract
For Consultant Services
Between

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

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 _____ and shall end on _____, unless sooner terminated pursuant to the terms hereof.
   B. Agreement is the result of request for proposal process, RFP #1507.

3. PROVISIONS:
   A. The Purpose of this Consultant contract:
      1. 
   
      2. Does this Agreement involve Protected Health Information (PHI)? Yes ( ) No ( )
         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 ( X ) NO ( )
         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: Lobbying Activity, 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, Americans with Disabilities Act of 1990, 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, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

8. 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:**
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 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.

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/](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 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 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.
26. AUTHORIZED SIGNATURES:
In witness hereto, the parties signify their agreement by affixing their signatures hereto.

<table>
<thead>
<tr>
<th>Consultant Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td>------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consultant Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State - DSS Division Director Virgena Wieseler</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________________________________</td>
<td>------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State - DSS Chief Financial Officer Laurie Mikkonen</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________________________________________</td>
<td>------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State - DSS Cabinet Secretary Lynne A. Valenti</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________________________________</td>
<td>------</td>
</tr>
</tbody>
</table>

State Agency Coding:

<table>
<thead>
<tr>
<th>CFDA #</th>
<th>Company</th>
<th>Account</th>
<th>Center Req</th>
<th>Center User</th>
<th>Dollar Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DSS Program Contact Person
Phone

DSS Fiscal Contact Person  Contract Accountant
Phone

Consultant Program Contact Person
Phone

Consultant Program Email Address

Consultant Fiscal Contact Person
Phone

Consultant Fiscal 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.
ATTACHMENT B:
SAMPLE Professional Services Pricing Schedule

By completing this form, the offeror agrees not-to-exceed hourly rates for professional resource labor categories as identified by the offeror below in response to RFP #1507. Hourly rates should not include travel expenses.

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>NOT-TO-EXCEED HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$140.00</td>
</tr>
<tr>
<td>Business Analyst</td>
<td>$127.00</td>
</tr>
<tr>
<td>Test Manager</td>
<td>$143.00</td>
</tr>
<tr>
<td>Technical Support</td>
<td>$129.00</td>
</tr>
<tr>
<td>Clerical Support</td>
<td>$20.00</td>
</tr>
</tbody>
</table>