

**STATE OF SOUTH DAKOTA
DEPARTMENT OF EDUCATION
800 GOVERNORS DRIVE
PIERRE, SOUTH DAKOTA 57501-3182**

**Birth to Three Data System
PROPOSALS DEADLINE: July 21, 2023, by 5:00 PM CT**

RFP #: 23RFP8859

Buyer: Rochelle Kenzy

Phone: (605) 773-8063

REQUEST FOR PROPOSAL FORM

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. General Information

1.1 Purpose of this Request for Proposal ("RFP")

The South Dakota Department of Education's Division of Special Education (SPED) and Early Learning ("State") seeks a qualified vendor to provide professional services on behalf of the State of South Dakota ("Consultant") for the purpose of as further specified in Section 2 below. Providing a configurable Software as a Service solution that will configure, maintain, and operate to meet all the requirements of the RFP to support the South Dakota Individuals with Disabilities Education Act (IDEA) Part C / Birth to Three program as further specified in Section 2 below.

The Consultant will review all requirements of the RFP and provide a proposal by the deadline listed below. The Consultant will also provide supporting documentation on qualifications and experience to the State.

1.2 Letter of Intent

All interested Consultants may submit a Letter of Intent to respond to this RFP.

The Letter of Intent must be received by the State no later than June 16, 2023, at 5:00 PM CT. The State will receive letters of intent by email. The Letter of Intent must be submitted to Rochelle Kenzy via email at Rochelle.Kenzy@state.sd.us. Please place the following in the subject line of your email: "Letter of Intent for RFP 23RFP8859".

1.3 Schedule of Activities

RFP Publication	June 9, 2023
Letter of Intent to Respond Due	June 16, 2023, by 5:00 PM CT
Deadline for Submission of Written Inquiries	June 23, 2023, by 5:00 PM CT
Responses to Consultant Questions	July 5, 2023
Proposal Submission Deadline	July 21, 2023 by 5:00 PM CT
Oral proposals/Technology Review/ discussions (if required)	August 14 – 25, 2023
Anticipated Award /Contract Negotiation	September 8, 2023
Contract Start Date	October 6, 2023

1.4 Proposal Submission

All proposals must be completed and received 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 and five (5) copies of the proposal shall be submitted. In addition, the Consultant shall provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Consultants shall enclose the electronic copy with their mailed response and may not send the electronically copy of their proposal via email.

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 #23RFP8859
BUYER ROCHELLE KENZY
DEPARTMENT OF EDUCATION
800 GOVERNORS DRIVE
PIERRE SD 57501-3182**

Proposals may be modified or withdrawn by the Consultant prior to the established due date and time. No oral, telephonic, telegraphic or facsimile responses or modifications to proposals will be considered.

1.5 Certification and Qualification

By signing and submitting this proposal, the Consultant certifies that neither it nor its principals are 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 Consultant is unable to certify to any of the statements in this certification, the Consultant shall attach an explanation to their proposal.

No proposal shall be accepted from, or no contract or purchase order shall be 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.

1.6 Non-Discrimination Statement

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

1.7 Consultant Inquiries

Consultants may make email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be sent to Rochelle Kenzy at Rochelle.Kenzy@state.sd.us with the subject line "RFP #23RFP8859".

The State will respond to Consultant's inquiries (if required) via e-mail. All Consultants will be informed of any inquiries and the State's response. Consultants 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. Consultants will be notified in the same manner as indicated above regarding any modifications to this RFP.

Consultant's Contacts: Consultant and their agents must direct all questions and comments regarding this RFP to the buyer of record as indicated above. Consultants and their agents may not contact any State of South Dakota employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension or exclusion from specific procurements. Consultants and their agents who have questions regarding this matter should contact the buyer of record.

1.8 Proprietary Information

The proposal of the successful Consultant(s) becomes public information as required by SDCL § 1-27 and § 5-18D-20. 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. **Consultants 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 and may be returned only at the State's option.

1.9 Length of Contract

September 17, 2023 – September 30, 2024

The State reserves the right to extend any contract awarded as a result of this Request for Proposal (RFP) for additional five (5) years if it is deemed to be in the best interest of the State of South Dakota. The contract may be renewed at the initiative of the State, and if mutually agreed upon by the parties, for additional one (1) year terms.

1.10 Contract Terms

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as set forth in Exhibit A – Standard Contract Terms and Conditions, Exhibit D Confidentiality Agreement, Exhibit E - BIT IT Contract Terms, Exhibit F – BIT Security Policy Acknowledgement and Exhibit G – BIT Information Technology Security Policy.

The Consultant must indicate in their response any issues they have with specific contract terms if the Consultant does not indicate that there are any issues with any contract terms then the State will assume those terms are acceptable to the Consultant.

1.11 BIT Standard Contract Terms and Conditions

Any contract or agreement resulting from this RFP will include the State's standard I/T contract terms listed in Exhibit E, along with any additional contract terms as negotiated by the parties. As part of the negotiation process the contract terms listed in Exhibit E may be altered or deleted. The Consultant must indicate in its response any issues it has with specific contract terms. If the Consultant does not indicate that there are any issues with any contract terms, then the State will assume those terms are acceptable to the Consultant. There is also a list of technical questions, Security and Vendor Questions which is attached as Exhibit H, the Consultant must complete. These questions may be used in the proposal evaluation. It is preferred that the Consultant's response to these questions is provided as a separate document from the RFP response. If the Consultant elects to make the Security and Vendor Questions part of its response, the questions must be clearly indicated in the proposal's Table of Contents. A single numbering system must be used throughout the proposal. If the Consultant will be hosting the solution, the file name must be "(Your Name) Hosted Security and Vendor Questions Response". This document cannot be a scanned document but must be an original.

1.12 Governing Law

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

1.13 Background Checks

The Consultant must include the following statement in its proposal:

(Company name here) acknowledges and affirms that it understands that the (company name here) employees who have access to production Personally Identifiable Information (PII), data protected under the Family Educational Rights and Privacy Act (FERPA), Protected Health Information (PHI), Federal Tax Information (FTI), any information defined under state statute as confidential or have access to secure facilities will have fingerprint-based background checks. These background checks will be used to check the criminal history records of the State as well as the Federal Bureau of Investigation's records. (Company name here) acknowledges and affirms that this requirement will extend to include any Subcontractor's, Agents, Assigns and or Affiliated Entities employees.

1.14 Restriction of Boycott of Israel

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or Consultant certifies and agrees that the following information is correct:

The bidder or Consultant, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or Consultant on this project and terminate any contract awarded based on the bid or response. The successful bidder or Consultant further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.15 Certification Relating to Prohibited Entity

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the Consultant certifies and agrees that the following information is correct:

The Consultant, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the response submitted by the Consultant on this project and terminate any contract awarded based on the response. The successful Consultant further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.16 Prohibition on Discrimination against Firearm-related Entity

In accordance with the State of South Dakota, Office of the Governor, Executive Order 2023-04, the following applies to any type of agreement by or on behalf of the State with a financial institution to provide financial services that involves the expenditure of one hundred thousand dollars (\$100,000) or more:

For contractors who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or Consultant certifies and agrees that the following information is correct:

The bidder or Consultant, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not discriminated against a firearm-related entity as defined by South Dakota Executive Order 2023-04. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or Consultant on this project and terminate any contract awarded based on the bid or response. The bidder or Consultant further agrees that falsely submitting this certification shall serve as cause for debarment from consideration of any state contract for a period not to exceed three years.

The successful bidder or Consultant further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance will result in the contract's termination if the noncompliance is not cured as provided for in Section 3 of Executive Order 2023-04. The successful bidder or Consultant further agrees that its failure to cure any subsequently arising noncompliance shall serve as cause for suspension or debarment from consideration of any state contract pursuant to SDCL § 5-18D-12.

2. Scope of Work

The South Dakota Birth to Three early intervention program (B2T) serves infants and toddlers with developmental delay and disabilities. Birth to three is established under Part C of the Individuals with Disabilities Education Act (IDEA) and South Dakota Administrative Rule (ARSD) 24:14. The program is responsible for ensuring a statewide, comprehensive, coordinated, multidisciplinary, interagency system of early intervention services, which are family-centered and community-based for all eligible infants and toddlers and their families.

Birth to Three works with public school districts, health care professionals, childcare, Health Department, Child Protection and other state agencies to locate and identify infants and toddlers with developmental delays and disabilities. All Referred children are eligible to a comprehensive, multidisciplinary evaluation. Eligible families are provided a Service Coordinator who assist with the development of an Individualized Family Service Plan (IFSP) and links the family to needed services, which are provided in the child's natural environment (e.g. home, childcare setting etc).

The Birth to Three program is staffed with an Administrator (Part C director), data manager, fiscal analyst, professional development specialist and technical assistance specialist. Currently the program contracts with six (6) regional entities to provide service coordination statewide; currently there are 24 service coordinators. Birth to Three contracts with public school districts, health care entities and private individuals to provide early intervention services.

The State is seeking a Consultant to replace existing legacy system with a comprehensive data management system to capture all data for the IDEA Part C early intervention program.

The Consultant shall:

2.1 Minimum (non-technical) requirements. The Consultant must address or affirm with short answers within the proposal before RFP sections are addressed.

- 2.1.1 Explain how many years their company has existed.
- 2.1.2 Explain previous experience developing student/child level data systems.
- 2.1.3 Requires a commercial-off-the shelf approach to this procurement, placing strong emphasis on acquiring a field-proven, mature product with a good client base from an experienced Consultant.

- 2.1.4 The State additionally requires a system that is not at the end of its product life cycle and that also reflects the best practices of the industry.
- 2.1.5 Additionally, the technology platform (database engine, operating platform, etc.) for the proposed product must not be at or nearing the end of its life cycle

2.2 General System Requirements

- 2.2.1 The system will be a statewide system for collection, validation, analysis, reporting and reimbursement of data on children served by South Dakota IDEA Part C Birth to Three program.
 - 2.2.1.1 Child specific data will be managed and held secure in a system providing local, state and Federal level reports. Both canned (pre-formatted) and ad hoc reports shall be made available based on users' specific level of administrative rights.
- 2.2.2 Customizable as required by State
- 2.2.3 The system must be a web-based portal system.
- 2.2.4 The system must contain a dashboard appropriate to user permissions.
- 2.2.5 The system must be compliant with all applicable confidentiality laws: Health Information Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Acts (FERPA), and the Individuals with Disabilities Education Act (IDEA).
- 2.2.6 The system must support Federal 34CFR Part 303 and state Part C Rules and Regulations as directed and defined within the Part C Administrative Rules Article 24:14.
- 2.2.7 The system shall have the ability to allow different levels of access by:
 - 2.2.7.1 State staff, also known as State Lead Agency (SLA),
 - 2.2.7.2 Regional service coordination (currently six) programs including: service coordinators, business managers
 - 2.2.7.3 Birth to Three service providers including: private, district (currently 149 public school districts) and health based (hospital, clinics etc.).
 - 2.2.7.4 Referring agencies, and
 - 2.2.7.5 Families
- 2.2.8 Provide data backups with a recovery point of 12 hours(s) and recovery time of 4 hour(s) through online backups, data recovery, log files etc. and full accessibility to the data.
- 2.2.9 Provide archiving mechanism for obsolete data by utilizing SLA approved documentation attesting to data archiving completion.
- 2.2.10 The system shall be designed to maintain a historical data base of all data captured. Selected state reports shall be maintained for archival purposes. Changes to data after the generation of reports shall not modify the previous report but will update a new report with this change. All reports shall have the date of the report clearly indicated in the header or footer.
- 2.2.11 Provide remote-site field staff concurrent edit ability while data is stored in a central location.
- 2.2.12 Capability for providers and field staff to enter data from meetings, services provided, intake and exit and all other communications regarding the child's record.
- 2.2.13 Supports, at a minimum, 4,000 active cases.
- 2.2.14 Supports, at a minimum, 500 transaction per hour
- 2.2.15 System shall be available 24/7, 365 days per year except for pre-scheduled times as approved by the State.
- 2.2.16 Supports approximately 500 concurrent users to view and edit data concurrently.
- 2.2.17 System will provide log of any authorized user accessing a child's electronic record
- 2.2.18 Provide for a maximum three-second response time for transaction updates and a maximum two-second response time for searches. Response time is described as a transaction at a local computer measured from the time the <ENTER? Key is pressed until the data is displayed on the screen with a normal operational load of 500 concurrent users.
- 2.2.19 Must assign a numeric, six-digit unique child identifier and have ability to check for duplication of child information based on comparison of multiple fields (child's name, date of birth, parents, address and unique identifier).

- 2.2.20 Provide calendar look-up function, including calendar scheduler capability for service coordinator, direct service providers and family users
 - 2.2.20.1 Calendar will include reminders notification or similar solutions at designated time that is determined by the State of upcoming events.
- 2.2.21 Maintain log of all communications and records uploaded
- 2.2.22 Ensure that all mandatory fields are completed and prevent acceptance of inconsistent or invalid data.
 - 2.2.22.1 System must contain a system alert if a step is missed
 - 2.2.22.2 Identified required steps must be completed before the user can go to the next component.
- 2.2.23 Display a meaningful error message during data entry when systems errors and/or data entry errors are detected.
- 2.2.24 Ability to auto-calculate fields, such as age, number of days, etc. And display on child's record at all times.
- 2.2.25 Data entry validation:
 - 2.2.25.1 Date is entered in date field (MM/DD/YYYY).
 - 2.2.25.2 Exit data is compared and verified to entrance data, and
 - 2.2.25.3 Errors in data entry generate a warning alert (service billed is not on IFSP, Date of Birth (DOB) exceeds program age range etc.).
- 2.2.26 Use of drop-down menus with defined selection lists.
 - 2.2.26.1 Drop-down menus to be editable by application administrators (State) with appropriate security level.
- 2.2.27 Provide spell-check functionality (grammar check functionality if possible) on all text entry boxes.
- 2.2.28 Open text has sufficient space to allow for data entry (i.e. sentences, etc)
- 2.2.29 Ability to scan and link scanned pages, including court documents and digital pictures.
- 2.2.30 Ability to query on any field in the database.
- 2.2.31 Ability to perform search and sort on any and all data.
- 2.2.32 Ability to import and export all system information.
- 2.2.33 Provide availability of all reports with export functionality in Microsoft Excel, Microsoft word, or PDF text files.
- 2.2.34 Track reports and action due dates. Auto-generation and sending of email notifications for flagged items.
- 2.2.35 Bio-demographic information for a child shall only be entered once as this information will be auto-populated on subsequent screens and forms when the child's name/ID is entered.
- 2.2.36 Provide users the capability to export files to Microsoft Excel or to text files.
- 2.2.37 System will support multi-language for families during referral process.

2.3 System Administration

- 2.3.1 The system will support State system administrators' ability to create, suspend, delete, manage, and associate local system administrators with local programs.
- 2.3.2 The system will support service coordination regional administrators' ability to create, suspend, delete, manage, and associate local system users including staff and parents with their local program.
- 2.3.3 Allow for communication among all registered users and have the capability to send reminders of upcoming meetings, and to schedule the meetings among the users/stakeholders.
- 2.3.4 The system will support users' ability to update their user profile.
- 2.3.5 The system will support state and local system administrators' ability to assign, delete, manage, and associate roles with specific functionality for users under their authority.
- 2.3.6 The system will support the State ability to create, delete, edit and manage local programs.
- 2.3.7 The system will support permissions manage allowing the State administrators to create and manage roles in the system and assign system developed functionality to roles.

- 2.3.8 The system will support local and State system administrators' ability to modify portions of landing page for state and local messages upcoming reminders (e.g., due dates, trainings etc.) and general interest messages.
- 2.3.9 The system will notify State and local administrators of inactive users associated with their agency after a defined period.
- 2.3.10 The system will support local and State administrators' ability to view and search applicable transaction logs.
- 2.3.11 The system must have the capability to link the unique identifiers to the State's established data management systems.
- 2.3.12 The system will support selected administrative modifications within the database application with little or no reliance on the Information Technology (IT) team, such as adjusting user permissions and adding support documents.
- 2.3.13 The system will support designated State staff and administrators' ability to access and export all data within the system.
 - 2.3.13.1 The State owns all data and rights to data within the system.
- 2.3.14 The system will support State program system administrators', and designated State staff ability to access all of the program's data in the system.
- 2.3.15 The system will support local and designated State staff, and State system administrators' ability to view and search applicable transaction logs as defined by designated roles in the system.
- 2.3.16 The system will support all authorized users' ability to read transaction logs of their data transactions and the transactions of others on children in their case load.
- 2.3.17 The system will support designated State staff, and State system administrators' ability to create and manage data collection protocols including, creating, editing, deleting, naming, setting open/close dates.
- 2.3.18 The system will support designated State staff, and State system administrators' ability to create and manage fields within protocols including, field types (Y/N, multiselect, single select, text based, required/optional, etc.), copying, deleting, numbering, and simple skip pattern logic.
- 2.3.19 The system will support designated State staff, and State system administrators to define item-level error messages.
- 2.3.20 The system will support designated State staff, and State system administrators' ability to support management of business rules associated with workflow parameters, calculated dates, record status, illogical entry, record status, error messages, error warnings, etc.
- 2.3.21 The system will support designated State staff, and State system administrators' ability to override an action taken by a local program system administrator (the system will notify local program system administrator of any state change).
- 2.3.22 The system will support designated State staff, and State system administrators' ability to configure dashboards based on user roles with selected content and report displays allowing for users to directly access reports from dashboard.

2.4 Communication

- 2.4.1 The System will support (or integrate a tool that supports) authorized users creating, scheduling, editing, and deleting meetings, appointments, and other activities for system users, including parents.
- 2.4.2 The system will support collaboration/communication among IFSP team members by allowing access to team member's schedules.
- 2.4.3 The system will support differentiated read/write/edit access to events based on user role.
- 2.4.4 The system will support scheduling meetings and service appointment amongst team members, local program staff and contracted service providers.
- 2.4.5 The system will send invitations of newly scheduled events to team members via the system and/or email.
- 2.4.6 The system will send invitations via email to non-team members.
- 2.4.7 The system will accept attendance replies of meeting invitations.

- 2.4.8 The system will send automatic reminders to users (including parents for upcoming events listed within the system (e.g., meeting/appointment reminders). Reminders may be text, email and/or internal system notification.
- 2.4.9 The system will support optional calendar views (day, week, month) by system users.
- 2.4.10 The system will automatically notify specific users (service coordinators and/or service providers) when a new case or task has been assigned to them.
- 2.4.11 The system will automatically notify specific program user about pending tasks at predetermined number of days before such tasks are due.
- 2.4.12 The system will automatically notify specific program users of pending deadlines of tasks not completed associated with specific children, service coordinators and service providers (e.g. 45-day referral to IFSP timeline, transition meeting, 30-day timeline).
- 2.4.13 The system will automatically notify system users of any upcoming trainings for which they have registered based on integration with the states learning management system.
- 2.4.14 The system will have messaging capabilities allowing parents/guardians (if consent to share has been provided) service coordinators, service providers to communicate, ask questions, provide information, and send messages to recipient's primary email address or via text or similar solutions.
- 2.4.15 The system will have messaging capabilities allowing internal staff communications between supervisors, support staff, providers, coordinators, via recipient's primary email address or via text or similar solutions.
- 2.4.16 The system will remind contracted service providers, service coordinators, program directors of certification requirements in advance of the certifications expiration date.
- 2.4.17 The system will support communication between State and local program staff regarding correction of noncompliance findings and actions in support of corrective action plans (CAP) and improvement plans.
- 2.4.18 The system will generate and proactively notify users of possible data quality issues at the child-item level upon logging into the system. Upon failure to address within a predetermined period, the system will notify the service coordinator then after an additional period it will auto notify the State.

2.5 Workforce / Service Provider Demographics and Management

The purpose of this category is two-fold 1) to maintain a provider service record for provider management by the State and 2) maintain service coordinator information.

Direct service provider enrollment records will be maintained in this section of the proposed data system, documenting the items listed below. Certain data documented in this section will be used by service coordinators to select available service providers to serve the child. The functionality should include provider demographics as well as availability to serve children. Each provider shall have ability to update availability from his or her own computer. Private information such as State issued ID and payment amounts shall only be viewed by the service provider to whom the private information belongs, and the State.

Service coordinator records will contain contact information to be used by direct service providers to locate and communicate. It will also hold demographic information for State use on service coordinators qualifications and demographics.

- 2.5.1 The system will support creation, entry and management of service coordinator and service provider (including various levels of providers) records, including contact information, demographic information, education, and general profile information.
- 2.5.2 System shall store, retrieve, and query all demographic information as well as store change history.
- 2.5.3 The system will support entry and management of service(s) provided by provider and geographical areas (county drop down) served by provider.
- 2.5.4 The following shall store direct service providers
 - 2.5.4.1 Provider name (agency name)
 - 2.5.4.2 Provider address

- 2.5.4.3 Provider city, state, zip
- 2.5.4.4 Provider primary and alternative telephone numbers
- 2.5.4.5 Provider email
- 2.5.4.6 Provider number – unique identifier assigned by SLA
- 2.5.4.7 Counties the provider will serve (drop down list, may select more than one).
- 2.5.4.8 Active contract (y/n radio button)
- 2.5.4.9 Contract approval date (mm/dd/yyyy)
- 2.5.4.10 Contract renewal date (mm/dd/yyyy)
- 2.5.4.11 Providers ability to bill insurance and /or Medicaid (y/n radio button)
- 2.5.4.12 Sublevel provider information
 - 2.5.4.12.1 Provider name
 - 2.5.4.12.2 Contact (phone, email)
 - 2.5.4.12.3 Discipline
 - 2.5.4.12.4 Teletherapy (y/n radio button)
 - 2.5.4.12.5 Tier (Drop down T1, T2, T3, T4)
 - 2.5.4.12.6 National provider identifier
 - 2.5.4.12.7 Medicaid provider identifier
 - 2.5.4.12.8 Provider availability (number of children provider can serve, times available) text box <2000 characters
 - 2.5.4.12.9 System will support entry of service provider certification/licensure including professional service areas, certification / license status, duration, expiration date, relevant historical certification / license status (e.g., probationary, emergency out of state, declined, etc.).
 - 2.5.4.12.10 The system will notify or indicate upcoming certification / license expiration to local program staff and service providers and provide a summary display of that information to the State.
 - 2.5.4.12.11 The system will indicate which service coordinators and service providers have not met minimum training requirements and display that information to regional and State staff.
 - 2.5.4.12.12 Status of background check (radio y/n)
 - 2.5.4.12.13 Unique ID assigned by system.
- 2.5.5 Quality Assurance Module: This module contains records of professional coaching and training, monitoring findings, child outcomes and results of billing audits accessible to each provider through the system, but not linked to child records that shall be developed.
 - 2.5.5.1 The system shall allow for individual provider training records to be uploaded into personnel files
- 2.5.6 System shall notify provider that contract is up for renewal (email notification 120 calendar days prior to contract renewal date)
- 2.5.7 System will allow for sublevel service providers to be listed under multiple provider agencies.
- 2.5.8 System will note any changes to providers demographics will be updated wherever said provider is listed.
- 2.5.9 System will accommodate State ability to activate and make inactive providers.
 - 2.5.9.1 System will note beginning and ending date.
 - 2.5.9.2 State can pull reports according to active and inactive status.
- 2.5.10 The system will have a feature to identify duplication of providers and notify authorized State staff to ensure provider unique ID is used.
 - 2.5.10.1 State will have ability to accept or select the system's proposed changes, or deny and continue adding the new provider information (Or similar solutions)
 - 2.5.10.2 The system must have the ability to pull provider demographic information and prepopulate other fields within the system as determined by authorized State staff.

2.6 Referral

This category involves the notification / referral for children. This section includes the capability to gather data, roll it forward from previous years (transfer relevant prior-year data into the new-year data fields or transfer demographic data from a prior record to a new record); for example, continue or transition the data from previous year for each child whose enrollment and/or enrollment activities cross calendar and fiscal years, and track re-enrollment of the child.

Record of dates of contact attempts to family and the results

- 2.6.1 The system will support the initiation of intake and referral forms including child info, parent info, referral source, reason for referral, etc. from outside entities and/or programs.
- 2.6.2 The system will support sending an electronic acknowledgement, or similar solutions, to those making referrals once the referral has been assigned in the system.
- 2.6.3 The system will support local programs online completion of intake and referral forms including case-level documents, attaching additional supporting documents.
- 2.6.4 The system shall collect and store date of referral.
- 2.6.5 The system shall archive previous referral information and record updated referral information when a child is re-referred for services.
- 2.6.6 The system will support authorized users to perform search on child information or similar solutions to determine if child already exists in the data base and return matches.
- 2.6.7 The system will support local program's online completion of intake and referral forms including case-level documents, attaching additional supporting documents.
- 2.6.8 The system shall document and store a record of dates and contact attempts and results.
- 2.6.9 The system will indicate the status of a new referral (i.e. pending, in progress, complete assigned etc.).
- 2.6.10 The system will flag records as late referrals (children referred to Part C after age 33 months) and support reporting on late referral records.
- 2.6.11 The system shall record services for children provided prior to enrollment.
- 2.6.12 The system will retain necessary information on children found not eligible so that follow-up contact may occur as needed.
- 2.6.13 The system will remind service coordinators to make and document child/family referrals made to other programs for children found not eligible (and whose parents consented to referrals).
- 2.6.14 The system shall record services for children provided prior to enrollment
- 2.6.15 The system shall capture and store health-related comments/instructions or similar solutions
- 2.6.16 The system will assign a unique ID upon referral and shall remain with the child regardless of program status.
- 2.6.17 The system will support the direct entry of demographic and case data on children and parents/ guardians and allow this data to be updated as needed by authorized users.
- 2.6.18 The system will track the child's service coordination assignment and time to the IFSP
- 2.6.19 Projected IFSP data (45 calendar days from referral).
- 2.6.20 Allow for editing feature for State and services coordinators
- 2.6.21 Who is SC is displayed when a child is searched

2.7 Child Screening/Assessment Evaluation/Eligibility

This section describes the screening/evaluation/eligibility functions of the system. Current and historical results shall be documented and maintained. At a minimum, the proposed system shall document the following:

- 2.7.1 Date of child's screening
- 2.7.2 Tool used for screening
- 2.7.3 System must allow for capturing screening results and uploading of completed tools.
 - 2.7.3.1 Allow for flexibility of utilizing different screening tools as determined by the State.
- 2.7.4 The system will support the federally required parent permission forms that can be accessed/sent electronically or printed.
 - 2.7.4.1 Child demographic information auto-populated onto forms.

- 2.7.4.2 Demographic information fields must allow for editing any changes as necessary.
- 2.7.4.3 Forms capable of obtaining an electronic signature that are a legally binding signature.
- 2.7.5 System must document and retain consent forms and include in transaction log
 - 2.7.5.1 System will prompt if forms are not returned within designated timeframe determined by the State.
- 2.7.6 System must be able to upload files and add to child's record when hard copy received.
- 2.7.7 Support federally required Prior Notice Form that includes results of screening and proposal for next steps that can be accessed, sent and or available in hard copy.
 - 2.7.7.1 Child demographic information auto-populated onto forms.
 - 2.7.7.2 Demographic fields must allow for editing any changes as necessary.
 - 2.7.7.3 Allow for all data to be available in various languages and determined by the State.
 - 2.7.7.4 Track when distributed to family.
- 2.7.8 Support federally required Consent to Evaluate
- 2.7.9 System will support specific evaluation information according to South Dakota's eligibility rules
 - 2.7.9.1 System will flag if there are any inconsistency with business rules and prompt for additional information.
 - 2.7.9.2 These flags will be accessible by the State program staff.
- 2.7.10 System will track data related to evaluation, including
 - 2.7.10.1 Date(s) of child's initial evaluation and assessment.
 - 2.7.10.2 Tools used for evaluation
 - 2.7.10.3 Evaluator
 - 2.7.10.4 Evaluator discipline
 - 2.7.10.5 Results of evaluations in scores and narrative description of the child's functioning in each domain
 - 2.7.10.6 Data must support Battelle Developmental Inventory scores
 - 2.7.10.7 System will support the entry of domain and subdomain scores
 - 2.7.10.8 Track child's eligibility accordance with SD Administrative Rules
 - 2.7.10.9 Eligibility must include if child is found in need of prolonged assistance
 - 2.7.10.10 Track child's eligibility from start date of referral to eligibility determination and number of days to IFSP and
 - 2.7.10.11 Monitor the referral, screening, and evaluation to ensure that specified activities are performed within established timeframes.
- 2.7.11 System will retain data for any child found not eligible and maintain for future re-evaluations.

2.8 Family Assessment

This section describes the family assessment functions of the system. The SD Part C program implements the evidence-based practice (EBP) Routines Based Interview (RBI) to gather family assessment data. Current and historical data from this EBP shall be documented and maintained.

- 2.8.1 The system shall allow for documents to be uploaded into the child's electronic file.
- 2.8.2 System will support the entry of family concerns; priorities assign ranking number that is editable by authorized user.
- 2.8.3 System will support family resources (drop down menu with open text)
- 2.8.4 System will support five areas of development as required
- 2.8.5 The system will support the entry of child routine and functions.
- 2.8.6 System shall retain historical data to be reviewed and potentially added to future Individualized Family Service Plans (IFSP) as selected by authorized personnel.

2.9 Child and Family Demographic Data

At minimum, the data system shall store, retrieve, query the following and also store change history:

- 2.9.1 Child's first, middle, and last name (format allow variations such a hyphenated name, foreign language names, etc.)
- 2.9.2 Child's unique identifier (as assigned by system)
- 2.9.3 Child's SIMS number (accessed through interface with state LDS system)
- 2.9.4 Child's Medicaid number (if applicable)
- 2.9.5 Parent Consent to access (y/n radio)
- 2.9.6 Gender (radio button for each Male Female)
- 2.9.7 Date of Birth (mm/dd/yyyy)
- 2.9.8 Race / Ethnicity (federal race/ethnicity categories – radio buttons for Hispanic / non-Hispanic and each federal race category. Must have ability to select more than one race)
- 2.9.9 County of Residence (drop down list)
- 2.9.10 Resident public school district (drop down list)
- 2.9.11 Calculated third birthday
- 2.9.12 Child's previous name
- 2.9.13 Sibling enrolled in Birth to Three
- 2.9.14 Language used at home (drop down list) and radio buttons for interpreter needed and interpreter waived
- 2.9.15 Parent Guardian Name (2)
- 2.9.16 Household members
- 2.9.17 Household address
- 2.9.18 Ward of state indicator (three items with radio buttons for yes or no answer to each question)
 - 2.9.18.1 Does child have Child Abuse Prevention and Treatment Act (CAPTA) referral
 - 2.9.18.2 Is child currently in home or out of home
 - 2.9.18.3 Child requires an educational surrogate parent.
- 2.9.19 Phone number for each parent
- 2.9.20 Medicaid eligibility
- 2.9.21 Private insurance
 - 2.9.21.1 Parent consent to use (y/n radio) and ability to enter company name.
- 2.9.22 Allow child to have current classifications and maintain classification history with begin and end dates for the calendar year (i.e. eligible, not eligible, active, closed)
- 2.9.23 Eligibility history viewable on eligibility screen

2.10 Individualized Family Service Plan (IFSP)

This section describes the IFSP requirements and information to be captured on the IFSP. The IFSP must be documented at the initial level, six months level, annual review, all amendments, interim and transition.

- 2.10.1 The system will support the creation and archival of initial IFSP (based on the standard State form), 6-month IFSP, annual IFSP, interim IFSP, compensatory IFSP and any state-allowed IFSP extension.
- 2.10.2 At minimum the IFSP must include the following:
 - 2.10.2.1 Child's Demographic
 - 2.10.2.2 Family Demographic
 - 2.10.2.3 Present level of functioning in following domains: communication, motor, cognitive, social-emotional, and self-help/adaptive.
 - 2.10.2.4 Outcomes (child and family) desired by family
 - 2.10.2.4.1 Review date of outcome
 - 2.10.2.4.2 Drop down to select outcome results (continue as written, discontinue with explanation, outcome met, etc.).
 - 2.10.2.5 Family's priorities related to child's development
 - 2.10.2.6 Services planned
 - 2.10.2.6.1 Payor of last resort for service in accordance with child demographics.
 - 2.10.2.7 Service provider/agency name
 - 2.10.2.8 Service discipline

- 2.10.2.9 Frequency, length, duration, location, method of service (i.e. group, individual, teletherapy etc) to be provided
- 2.10.2.10 Travel / distance
- 2.10.2.11 Procedure code for the service provided
- 2.10.2.12 Effective date of the IFSP and ending date
- 2.10.2.13 Start and end of date of services
- 2.10.2.14 Assigned service coordinator
- 2.10.2.15 Payment source for each service
- 2.10.2.16 Service location
- 2.10.2.17 Record reason why services are not provided in natural environment
- 2.10.2.18 Record family's refusal to participate in services
- 2.10.2.19 Participants at the IFSP meeting
 - 2.10.2.19.1 System will prepopulate team members information (e.g. provider address, phone number discipline, family address etc.)
 - 2.10.2.19.2 System will identify in what manner team member attended (drop down in person, phone, virtually etc.)
- 2.10.2.20 Documentation of transition planning, timeframes, date completed, and outcome and
- 2.10.2.21 Document where the child will transition (school, another early intervention program, no program)
- 2.10.2.22 Family electronic signature
- 2.10.3 The system will restrict access to child IFSPs based on authorized user and case assignment.
- 2.10.4 The system will support authorized regional program staff assigning cases to service coordinators. The system will also support authorized regional staff to reassign cases to other staff in the same local program.
- 2.10.5 The system will support the creation and management of services (frequency, duration, intensity) based on IFSP and associate assign services to child and provider.
- 2.10.6 The system will support direct entry of progress notes and upload of progress note documents associated with each stage of the case lifecycle (referral, evaluation, IFSP, intervention, goals, service appointments, etc. and restrict access to these notes based on user roles.
- 2.10.7 The system will support in-state transference of a child's case to a new regional in-state program and the notification process required for both the sending and receiving regional programs and State personnel.
- 2.10.8 The system will support the new receiving local program with access to all case data and uploaded documents, while the original sending program will retain access only to data and documents necessary for reporting and management functions.
- 2.10.9 Maintain historical file and a history of all changes and who made changes and
- 2.10.10 The system shall allow for the printing of all data elements and documents as specified in the reporting section and determined necessary by the state staff and appropriate authorized access to the data system.

2.11 Child/Family Assignment

This section describes system functions related to assigning a direct service provider to individual child/family.

- 2.11.1 At minimum, the proposed system functionality shall:
 - 2.11.1.1 Assist regional programs in assigning service coordinators by geographic and/or public school district.
 - 2.11.1.2 Assists service coordinators in searching for appropriate service providers for assignment to the child based on availability, qualifications, and location.
 - 2.11.1.3 Produce an alert message when attempts are made to enroll a child in a service that is not on the current IFSP.
 - 2.11.1.4 Document amendments to the IFSP

- 2.11.1.5 Document the frequency and intensity each provider will provide services to the child in 15-minute increments or units and the number of times per week/month etc.
- 2.11.1.6 Document services delivery are provided in-person, teletherapy, or combination of both.
- 2.11.1.7 Allow for a search mechanism in order to assist service coordinators in locating appropriate providers.
- 2.11.1.8 The system will support the initial and ongoing completion of child assessment, evaluation, and re-evaluation forms by authorized users.

2.12 Case Management

- 2.12.1 Ability to perform search and sort on any and all data
- 2.12.2 The system will search for existing "same child" records when a "new" child record is begin created. The system will run matching/partial matching criteria and return possible "same child" records that already exist in the system.
- 2.12.3 The system will support contracted service providers electronic communication via email or text with regional program staff and with parents/guardians (copies of messages to parents will also be available to parents via the parent portal).
- 2.12.4 The system will automatically calculate and display days remaining to meet due dates (e.g. referral to initial IFSP, initial service delivery, transition meeting, annual IFSP meetings etc.).
- 2.12.5 The system will populate forms and screens throughout the system based on data already entered in the child's case (e.g. name, address, DOB, referral date, IFSP date etc.). Updates to selected child data (e.g. address) will auto update forms and screens.
- 2.12.6 The system will calculate child's real-time age throughout system based on the date of birth entered
- 2.12.7 The system will populate forms and screens based on data already entered in use account (e.g. staff name address, contact information).
- 2.12.8 The system will show users upon login the upcoming tasks and due date countdowns related to children in their caseloads (e.g. to be completed within XX days).
- 2.12.9 The system will use the system issued unique ID as the primary child record identifier in the system.
- 2.12.10 The system will support only authorized users reopening closed records for children.
- 2.12.11 The system will maintain record-level information about closer records to satisfy and complete all required reports and comply with program requirements, applicable agency governance policies and state archive rules.
- 2.12.12 The system will support the electronic distribution and direct entry of family outcomes survey associate by child record at interval during the child's enrollment in the program.
- 2.12.13 The system will support the State administrator's ability to set the frequency of family outcomes survey administration, the open and close dates of the survey and the modification of the content to the survey on an annual basis (as needed).
- 2.12.14 The system will notify assigned service coordinator when family survey has been completed.
- 2.12.15 The system will notify authorized staff if family survey has not been completed within 10 days.
- 2.12.16 The system will notify service coordinator when family survey needs to be sent.
- 2.12.17 The system will support an auditable electronic signature from a parent / guardian or a signature proxy on selected documents
- 2.12.18 The system will track and assign a status to child records based on the current step of the record (e.g. referral, eligibility determination, IFSP, transition, exit). Status change dates will be maintained by system.
- 2.12.19 The system shall track caseloads for service coordinators and providers at a point in time and historically.
- 2.12.20 The system shall support ability to search for appropriate service providers for assignment to children including but not limited to discipline, location, tier etc.

- 2.12.21 The system shall have the ability to allow a child to receive services from any authorized service provider.

2.13 Transition

It is necessary to allow a transition process whereby a child exits the program and may enter another program. At a minimum the following is required:

- 2.13.1 All transition shall be documented and captured on the IFSP including dates (mm/dd/yyyy). (see state existing example)
- 2.13.2 Final outcome of the transition shall be documented including the location to which the child transitioned, if applicable (i.e. 619, Head Start, childcare etc.)
- 2.13.3 The system will support transition planning meetings for a child exiting the program (e.g. checklists, forms, updating enrollment status)
- 2.13.4 The system will support service coordinators ability to collect early childhood transition information (transition steps, notification to school district, school district participation, transition meeting information, district of residence) when appropriate.
- 2.13.5 The system will record date and reason(s) why the child exits the Birth to Three program.
 - 2.13.5.1 Exit rational according to IDEA Part C terminology
- 2.13.6 The system will support encrypted email communication between regional service coordinators, providers, school district, State 619 program monthly, notifying of children who will be turning three within 110 days. Such emails may contain Personal Identifiable Information (PII) with a statement regarding the use of such information.
- 2.13.7 System shall notify of approaching timeline associated with transition IDEA Part C timelines
- 2.13.8 System shall record date invitation to transition meeting was sent.
- 2.13.9 System shall record family option to opt out of notification to Local Educational Agency (LEA).
- 2.13.10 System shall document participants at transition conference.
- 2.13.11 The system support transition steps and services
- 2.13.12 The system shall support transition planning meetings documentation (e.g. checklists, forms updating enrollment status, child progress / exit evaluation).
- 2.13.13 System shall note if timelines were not met and provide radio button for exceptional family circumstance yes no. and drop down with the State determined rationales if timeline not met.

2.14 Record of Services Rendered

Tracking of services provided and allowance for providers and service coordinators to document those services provided is vital.

- 2.14.1 Identify the types of services a child and family receive (drop down)
- 2.14.2 Dates services are received
- 2.14.3 Method of service delivered (in person, teletherapy, etc.).
- 2.14.4 Units of service
- 2.14.5 Start and end times for services rendered.
- 2.14.6 Where service provided
- 2.14.7 Prevent provider from changing the service date once it has been submitted
- 2.14.8 Document why a service was missed
- 2.14.9 Provide a drop-down menu to choose the reason for he missed service and whether it was family-driven or provider-driven
- 2.14.10 Notify the service coordinator if the child has not received services form a provider within one (1) month when the service should have been provided (if no valid reason has been documented)
- 2.14.11 Maintain a historical record of all services for the child.
- 2.14.12 The State utilizes a family engagement evidence-based model. System shall allow providers to upload State approved documentation for each home visit to support each service time identified.
- 2.14.13 They system shall allow providers to log make-up, compensatory services with State approved provider comments.

- 2.14.14 System shall support providers record of services not delivered and reasoning for services were not provided.
- 2.14.15 System shall support service coordination contact information including
 - 2.14.15.1 Date of contact
 - 2.14.15.2 Method of contact
 - 2.14.15.3 Purpose of contact
 - 2.14.15.4 Narrative entry describing the contact

2.15 Billing for services / System of Payments

- The SD Part C program has dedicated service coordinators and service providers who operate on a vendor system. Service providers and service coordinators (IFSP team) meet to determine what services a child will need. The team develops an IFSP, and the service coordinator enters the data into the data base system. The IFSP authorizes the services, and no payments can be made without this document. All and any changes to the plan are recorded appropriately on the IFSP and a new IFSP generated that reflects the changes. Every IFSP developed for a child is maintained and accessible
- 2.15.1 The system will be set up according to the State System of Payments and payor of last resort.
 - 2.15.2 The system will indicate whether a child receiving services has Medicaid or Private insurance and if the parent has given permission (radio buttons yes /no)
 - 2.15.3 As providers render services authorized by the IFSP, the system shall be designed with relational tables to associate the following to generate claims for payment:
 - 2.15.3.1 Provider name
 - 2.15.3.2 Provider identification
 - 2.15.3.3 Provider discipline
 - 2.15.3.4 Medicaid Current Procedural Terminology (CPT) code
 - 2.15.3.5 Services the provider is authorized to render based on his/her contract
 - 2.15.3.6 IFSP authorization
 - 2.15.3.7 Child's unique identifier
 - 2.15.3.8 Child's name
 - 2.15.3.9 Child's DOB
 - 2.15.3.10 Units billed
 - 2.15.3.11 Date of service
 - 2.15.3.12 Comments
 - 2.15.3.13 Payment source – private insurance, Medicaid, Part C, Prolonged Assistance
 - 2.15.3.14 Miles traveled
 - 2.15.3.15 Eligibility periods
 - 2.15.4 In effort to confirm provision of services as prescribed in the IFSP, the system will support providers uploading of support documentation needed to finalize payments.
 - 2.15.5 Reimbursement of services will reflect SD Administrative Rules language related to reimbursement and units of services, including travel.
 - 2.15.6 The system must be designed to capture any duplication of service and display an error message for correction. In the event a provider bills for services that are not authorized, the system must be designed to:
 - 2.15.6.1 Reject payment;
 - 2.15.6.2 Identify why the payment is rejected
 - 2.15.6.3 Create a remittance advice that details the denial of payment; and
 - 2.15.6.4 Disapprove payment of 120 calendar days or greater from date of services.
 - 2.15.7 The system will support requirement of comment to be entered if units/frequency entered differs from what is approved on the IFSP.
 - 2.15.8 The system will support reimbursement of travel in accordance with Administrative Rules.
 - 2.15.9 The system must be designed to track the status of the claim, correct errors, accept corrected claims for resubmission. All transactions must have a transaction control number, be date-stamped and a historical record must be kept.

- 2.15.10 The system must accommodate electronic exchange of information between providers and the State to carry out financial activities related to health care. If a provider is billing to private insurance, the system will prevent them from being able to bill for services until an Explanation of Benefits (EOB) is uploaded or entered into the system.
 - 2.15.10.1 With this feature, the system must be able to recognize whether a provider bills insurance or not. This feature should be editable by the State staff.
- 2.15.11 The system must be able to store all historical billing information within the system, that is readily available
- 2.15.12 Anytime authorized State staff need to access the information.
- 2.15.13 At a minimum, procedures shall be established to ensure that:
 - 2.15.13.1 No claims are submitted for payment with missing or invalid data.
 - 2.15.13.2 All claims have identifying information
 - 2.15.13.3 Entry file errors shall be less than 5% and corrected immediately.
- 2.15.14 The system will support necessary reports based on the State billing functions and records as required by the State to reimburse providers. These reports include but not limited to:
 - 2.15.14.1 Claims activity summary, statistical reports, processed claims and service analysis
 - 2.15.14.2 Detailed reports of claims per child (paid, denied, and rejected)
 - 2.15.14.3 Detailed reports of claims per provider (paid, denied, and rejected)
 - 2.15.14.4 Reports of all recovered funds
 - 2.15.14.5 Additional reports as established in existing data system.
- 2.15.15 The system will support established rates for services according to CPT codes to be editable by State staff only.
- 2.15.16 The system will maintain audit data for financial audits and other necessary audits.
- 2.15.17 The system must allow State staff the ability to deny, approve and/or alter all submitted bills as necessary and determined by state staff.
- 2.15.18 The system will support reimbursement of providers on a monthly basis. With a new month beginning at 12:00am on the 6th of each month.
 - 2.15.18.1 System must generate necessary reports based on billing functions and records. (See Reporting section for all required reporting items).
 - 2.15.18.1.1 The system shall generate reports to include: claims activity summary, statistical reports, processed claims and service analysis.
 - 2.15.18.1.2 The system shall generate detailed reports of claims per child (paid, denied, and rejected).
 - 2.15.18.1.3 The system shall generate summary reports of all recovered funds.
 - 2.15.18.1.4 Selected Consultant will work with State Part-C staff to ensure that all necessary reports that the State currently use and/or need will be included within the system and available to be pulled at anytime.
 - 2.15.18.1.5 Payment Detail by Month (Reimbursement detail name, service, dos, price, total – by child by provider), Part-C Direct Service Payment by Provider, Part-B Direct Service by Provider, Fiscal Year Reimbursement's, Fiscal Breakdown Report. (Add billing report for grants team)
- 2.15.19 The system will calculate costs based on time and service.
- 2.15.20 The system will maintain audit data for financial audits and other necessary audits.
- 2.15.21 The system shall create a provider payment transaction file.
- 2.15.22 The system shall calculate costs based on time, and service
- 2.15.23 The system will only allow authorized users to change reimbursement rate amounts.
- 2.15.24 System will allow for reports specific to fiscal to be pulled as needed
 - 2.15.24.1 Monthly billing reports will be capable of breaking down the monthly billing by provider.

2.15.24.2 Monthly billing report must use state accounting expense codes and provider state identifier, disaggregated by provider.

2.16 Data Management

- 2.16.1 The system will perform data entry validation and edit checks (e.g. format checks, field validation restrictions, logical consistency checks, missed entry) during data entry / or entry saving event for checkable fields.
- 2.16.2 The system flags unusual entries and requires user confirmation before saving data such as service delivery outliers (e.g. weekend services, unusually lengthy units) and allows state to set parameters for the business rules upon which these flags are based.
- 2.16.3 The system must be able to name files after they are uploaded into the system.
- 2.16.4 Authorized users must be able to move and sort the files in the system.
- 2.16.5 The system must be able to create multiple folders within each child record.
- 2.16.6 The system will retain data according to the State schedule for records retention, inclusive of all agency and program data reporting requirements and data governance policies.
- 2.16.7 The system will maintain transaction logs of all events including, field content, modification, document uploads, event creation, meetings scheduled etc. Transaction logs will contain and preserve the date and time of each transaction, user ID that triggered the transaction, previous value, and new value for entered data.
- 2.16.8 The system will allow only authorized State staff to destroy limited system data (to be determined) according to the State's schedule for records destruction, agency policies and program data reporting requirements and data governance policies. Records destruction procedures will require two authorized State persons authentication.
- 2.16.9 The system will allow authorized users at authorized levels to have read access to inactive records of children.
- 2.16.10 The system will allow authorized users at authorized levels to change the status of a closed record to open when an eligible child has returned to the state for service after having moved out of state.
- 2.16.11 Describe in detail how confidential data will be encrypted at rest and while in transit.
- 2.16.12 Describe in detail how changes to data can be restricted to authorized users.
- 2.16.13 All Data must include conversion and migration of legacy data from current system (DE25 SPED system) into the future selected system.
 - 2.16.13.1 All data from both legacy system and future system belongs solely to the State and can be accessible to authorized users, as deemed by the State, anytime.
- 2.16.14 The system will perform data entry validation and edit checks (format checks, field validation restrictions, logical consistency check) during data entry/or entry saving event for checkable fields
- 2.16.15 The system must have the ability for authorized users to freeze certain data points and prevent users from modifying data at predetermined points, such as finalization of the service plan.
- 2.16.16 The system will restrict data entry of past, current, or future dates, in fields where applicable.

2.17 Document Management

- 2.17.1 The system will interface with the State's Longitudinal Data System on a daily basis for data warehouse purposes, using modern technology (see 2.26.1). Other system integrations may be needed in the future.
- 2.17.2 The system will support the upload of documents (e.g., pdf, doc(x), xls(x), txt, jpg, gif), both general interest and documents associated with a child's case record and uploading of limited size TBD audio and video files (e.g., embedded system helps and training materials).
- 2.17.3 The system will support document management features for authorized users to index and organize uploading documents (creating folders, uploading, renaming, copying, deleting, contextually associating help files)

- 2.17.4 The system will support the creation of forms within the system to be completed in and/or distributed from the system (IFSPs, consents, authorizations, written notices)
- 2.17.5 The system will support the creation of letters, letter sending as attachments electronically, and storage of created letters (local program determination letters, findings of noncompliance letters, letters to families from providers)

2.18 Reporting Requirements

Reports, an-hoc reports, and queries are critical to the success of the State program. The system will be used for collecting, validating analyzing and reporting data on children and families. a) The reporting functionality shall be established so recurring/established reports can be generated with ease and so that query capabilities, by designated personnel, can be virtually limitless and pulled from nearly every field. Reports shall be set up to run by various levels of security and user. This category describes reporting needs. The Consultant shall ensure the ability to run reports for a specified date range, export all reports to Excel or Word and that each report has a “back” to previous screen and “home” functionality. Designated users throughout the state will have the ability to generate reports for their office. The following shall be required:

- 2.18.1 Federal Data Reports – The reports in this section are specifically designed to meet the federally mandated reports and timelines. These reports tell the federal agency that oversees the State program how well the State provides services to children and if the State is meeting all federal requirements. Various federal reports have specified due dates throughout the year in accordance with Office of Special Education Programs (OSEP). Noncompliance with OSEP deadlines may result in penalties to the State or loss of federal funding. These reports include but are not limited to, the State Performance Plan, Annual Performance Report (APR), Child Count, Setting, and Exit Data (see measurement table).
- 2.18.2 The system will directly support, or through an associated business intelligence (BI) application, the following standard state-level reports, with the ability to disaggregate by local program:
 - 2.18.2.1 The system will generate APR indicator 1, timely receipt of services report (timely is defined as no later than 30 calendar days form date of IFSP meeting).
 - 2.18.2.2 The system will generate APR indicator 2, settings report
 - 2.18.2.3 The system will generate APR indicator 3, early childhood outcomes reports
 - 2.18.2.4 The system will generate APR indicator 4, family outcomes report
 - 2.18.2.5 The system will generate data to support APR indicator 5, child find birth to one report
 - 2.18.2.6 The system will generate data to support APR indicator 6, child find birth to three report
 - 2.18.2.7 The system will generate APR indicator 7, 45-day timeline report
 - 2.18.2.8 The system will generate APR indicator 8, early childhood transition reports
 - 2.18.2.9 12/1 Child Count Report
 - 2.18.2.10 Cumulative Child Count report, including all children referred, active or inactive, for the date range identified (fiscal year)
 - 2.18.2.11 45-calendar day Timeline Report
 - 2.18.2.12 Primary Settings Report.
 - 2.18.2.13 Child List for Part B Report
- 2.18.3 December child count reports must capture the child count data:
 - 2.18.3.1 One report captures number of children with an active IFSP on December 1 and;
 - 2.18.3.2 Captures the cumulative count of children who received at least one IFSP service during the chosen 12-month period, and;
 - 2.18.3.3 Based on child count captures the location as defined by OSEP where the majority of services are provided.
 - 2.18.3.4 Each report includes race, age, and gender.

- 2.18.4 The December 1 child count must be designed to meet the federal 618 data reporting requirements.
 - 2.18.4.1 By race the number of children in age categories birth to 1, age 1 – 2 years and age 2 to 3 years
 - 2.18.4.2 By gender (male) the number in age categories birth to 1, age 1 – 2 years and age 2 to 3 years race and
 - 2.18.4.3 By gender (female) the number in age categories birth to 1, age 1 – 2 years and age 2 to 3 years
 - 2.18.4.4 In each December child count will include the child detail information that includes the child's unique identified, child's first and last name, regional program, county of residence, local school district, date of birth, age in months, race, and gender.
- 2.18.5 The cumulative child count report shall report the number of children with an active IFSP with the specified date range. This report must show the total number of children in each race category, the total number of children by gender and a child detail list that includes the child's unique identified, child's first name, child's last name, regional program, county of resident, school district, date of birth, gender and race and Medicaid eligibility.
- 2.18.6 The primary service setting report must capture the setting for the majority of services by age (0-1, 1-2, 2-3), race for each age group, and gender for each age group. Settings include home, community, other and home and community combined.
 - 2.18.6.1 System shall record Primary and secondary setting of each service
 - 2.18.6.2 System shall record justification of services not planned to be provided in the natural environment.
- 2.18.7 A list of all children potentially eligible for Part B services report for use of the Part B 619 program. The list must include the child's unique identified, child's first and last name, parent name, child's address, child's DOB, child's gender, service coordinator name, resident district, exit reason, for the data range identified.
- 2.18.8 Exit Data Reports for the number of children who leave or "exit" the program in an identified time period. Reason for exit will be a drop-down list of reasons for selection by the service coordinator. The report should be accessible through an ad hoc query and include all necessary data for reporting OSEP required Exit data.
- 2.18.9 The system will directly support the following standard child-based reports based on authorized user and program affiliation:
 - 2.18.9.1 Children by status
 - 2.18.9.2 Children by key IFSP plan information (e.g., type of plan, plan date, close date, amendment start date, amendment end date, plan delay reason.)
 - 2.18.9.3 Children on caseload
 - 2.18.9.4 Children awaiting initial evaluation
 - 2.18.9.5 Children awaiting eligibility determination
 - 2.18.9.6 Children determined eligible awaiting entry child outcome summary
 - 2.18.9.7 Children determined eligible awaiting initial IFSP
 - 2.18.9.8 Children with an active IFSP
 - 2.18.9.9 Children with approaching 6-month IFSP review
 - 2.18.9.10 Children with approaching annual IFSP
 - 2.18.9.11 Children by transition steps, including delays
 - 2.18.9.12 Children approaching age 3 and school district not yet notified
 - 2.18.9.13 Children approaching age 3 without scheduled transition meeting
 - 2.18.9.14 Children by LEA monthly transition notification report
 - 2.18.9.15 Children whose transition meetings have occurred
 - 2.18.9.16 Children approaching age 3 without exit child outcome summary
 - 2.18.9.17 Children by a start of service (E.g., within days of referral, release of information, IFSP)
 - 2.18.9.18 Children that failed to receive services and the reason for failure
- 2.18.10 The system will directly support, or through an associated BI application, the following standard reports based on authorized user and program affiliation

- 2.18.10.1 Standard financial reports (see billing section)
- 2.18.10.2 Service providers with expired and those with soon-to-be expired certifications or licensures
- 2.18.10.3 Service providers with relinquished contracts
- 2.18.10.4 Planned, delivered, and planned vs delivered units of service by provider, child, service type, location, time, local program
- 2.18.10.5 Compliance monitoring reports by child, content area, provider, program, original noncompliance, corrected noncompliance, timely corrected noncompliance, not-yet corrected noncompliance
- 2.18.10.6 Multiyear compliance monitoring reports by content area, provider, program, original noncompliance, corrected noncompliance, timely corrected noncompliance, not-yet corrected noncompliance
- 2.18.10.7 Data quality report of records that contain errors, probable errors, incomplete data, etc.
- 2.18.10.8 Professional development/training reports of registrants, attendees, registrants vs attendees, evaluation scores, knowledge gain results, by content area, local program, presenter, sponsoring agency, date
- 2.18.11 The system will support role-based report access.
- 2.18.12 The system will support authorized users' creation of ad hoc reports via sophisticated multicriteria field-based record search queries (e.g., child name, parent name, provider name, services, date of birth, record status, program) to return all records meeting search criteria based on program (local, state).
- 2.18.13 The system will format search results in a table, exportable to .xlsx, and offer to save query as a report name for local users to access later for use their own agency.
- 2.18.14 The system will support search functionality within both ad hoc and standard system reports.
- 2.18.15 The system will support authorized users' access and query of transaction logs.
- 2.18.16 The system will support a predetermined number of standard reports for parents/guardians to view regarding their child(ren).
- 2.18.17 The system will support authorized users' interaction with query results on ad hoc and standards reports such as: column sorting, filtering, searching.
- 2.18.18 The system will, where applicable, support comparison of local data to state aggregate data (e.g., local ratio of home delivered services to state ratio).
- 2.18.19 The system will support exporting of report query content to .xlsx, CSV or similar solutions.
- 2.18.20 The system will support printing standard and ad hoc reports and include report creation date, page numbers, and report title.
- 2.18.21 The system will support a method in which confidential information can be redacted on reports, search results, and screens based on role-based permissions.
- 2.18.22 The system will support reports accessible via dashboards based on user roles as customized by state staff.
- 2.18.23 The system will allow the State to manipulate data, run reports as needed, pull code tables, access raw data, and develop dashboards as needed through Microsoft Power BI, ESRI, Tableau, and associated platforms.
- 2.18.24 The system will support data visualization in all standard reports and limited state created new reports, through report tools in the system or associated Power BI application.
- 2.18.25 The system will support all federally mandated 618 data reporting.
- 2.18.26 The system must support reporting of all mandated data for Part C of the Individuals with Disabilities Education Act (IDEA), including data collected in the Solution that is necessary for completing the State Performance Plan/Annual Performance Report (SPP/APR) in accordance with 20 U.S.C. 1416(b)(1) and 20 U.S.C. 1442 and 20 U.S.C. 1416(b)(2)(C)(ii) and 20 U.S.C. 1442 and 20 U.S.C. 1416(d)(A).
- 2.18.27 The system must have established reports to access data quality i.e., error reports, outliers, and missing data.
- 2.18.28 The system will support regional service coordinator caseload reports for date range tracking including but not limited to:

- 2.18.28.1 Referral numbers including result – i.e. evaluation, referred to other resources
- 2.18.28.2 Evaluation numbers including results – i.e. eligibility
- 2.18.28.3 Initial IFSP numbers
- 2.18.28.4 Interim IFSP numbers
- 2.18.28.5 Annual IFSP numbers
- 2.18.28.6 Transition conference numbers

2.19 Managerial Reports

This section refers to some but is not all inclusive of customized reports necessary to ensure compliance and address the fiscal oversight of the Part C System.

- 2.19.1 Planned Services Report – summary report of children currently served. Includes active children in date range. Provides children by service coordinator or regional program, list of all planned services.
- 2.19.2 Training Log Report is summary report of all training information recorded in the provider demographic page. The report is used to monitor providers compliance with training requirements associated with contract renewal as well as expiration of licenses and certifications.
- 2.19.3 Late IFSP submission report provides listing of all IFSPs entered greater 5 calendar days than the IFSP start date. The report includes service coordinator, service coordinator region, child identifier, child name, date of entry into the system, data of IFSP start date.
- 2.19.4 Late service log report provides listing of all service logs entered 120 days later than date of service. This report includes provider, sub provider, service name, date of service, date of entry.
- 2.19.5 Agency Invoice Report, includes provider-specific claim detail and agency payment summary
- 2.19.6 Services Over Limit Report provides listing of children who are receiving services over the service limitation
- 2.19.7 Customized fiscal management reports for use by the State. Provide detailed data about funding of early intervention services provided within date ranges
- 2.19.8 The Expenditure Summary provides a summary of expenditures within the date range, by discipline, as well as a breakdown of what Payor Sources covered these expenses. The report is used in multiple ways to inform budgeting needs and provider planning.
- 2.19.9 Missing Medicaid Numbers Report the Missing Medicaid Report provides a list of all children statewide whose records do not include private insurance and/or Medicaid information. The report alerts supervisors to possible omissions by service coordinators and helps maximize Medicaid utilization.
- 2.19.10 The Referral Report includes numbers of children referred by Referral Source and the number of children referred statewide, broken down by service coordination region. The report is utilized in measuring Child Find effectiveness and evaluating programs.
- 2.19.11 The Screening Report includes the aggregate number of children screened by service coordinator and region in a given date range. Aggregate results, number/percent of children who passed, number/percent referred for evaluation, number/percent with no action taken, number/percent of children eligible, and number/percent of children not referred are included.
- 2.19.12 The Service Provider Matrix Report lists each provider who has not updated his or her availability within a 45-calendar day span.
- 2.19.13 The Attendance Report provides data statewide including the number and percent of visits, absences, absences due to provider, and absences due to family, within the date range. The report breaks down the categories by type of service. This is used data to monitor agencies with issues of absences, including an excess of parent absences.

2.20 Child-level reporting

Child-level reporting describes reporting required at the child level and shall include:

- 2.20.1 Reports to multiple parents with different addresses

- 2.20.2 Report by child's last name
- 2.20.3 Report by child's gender
- 2.20.4 Report by unique identifier
- 2.20.5 Report by Medicaid number
- 2.20.6 Report by county/district
- 2.20.7 Report by parent / guardian
- 2.20.8 Report by race/ethnicity
- 2.20.9 Ethnic tallies by age
- 2.20.10 Tallies by gender
- 2.20.11 Address list sorted by zip code
- 2.20.12 Alphabetical reports sorted by age, service coordinator, discipline, and payment source
- 2.20.13 Upcoming Due Dates for various users (i.e. service coordinators, districts, providers, child) for 45-day calendar day timeline, third birthday, transition and IFSP reviews every six months and annually.
- 2.20.14 Eligibility codes
- 2.20.15 Discipline codes
- 2.20.16 Notification/Referral/Enrollment Reporting
- 2.20.17 New child enrollment
- 2.20.18 Child re-entered/re-referred
- 2.20.19 Active Child for user specified time range
- 2.20.20 Active child by service coordinator
- 2.20.21 Active child by service provider
- 2.20.22 Active child by discipline
- 2.20.23 Active child by eligibility
- 2.20.24 Children by age category (0-1, 1-2, 2-3, 0-3, 0-2, 1-3, <6 months etc.)
- 2.20.25 Report of children referred and determined not eligible and why
- 2.20.26 Report of children referred, found eligible but IFSP no developed
- 2.20.27 Report of children referred, but eligibility not yet determined.
- 2.20.28 Report of children referred, who are eligible but who are waiting for services
- 2.20.29 Referral source by child

2.21 Reports automatically generated at the child level:

- 2.21.1 Alert assigned service coordinators that the 45-calendar day timeline deadline is approaching (TBD by the State)
- 2.21.2 Alert IFSP team members to transition timelines (6-9 months prior to the third birthday).
- 2.21.3 Alert service coordinators that services have not been received by a child for a pre-determined amount of time as established by State staff.
- 2.21.4 Alert appropriate IFSP team members to IFSP pending meetings (initial, six month, annual, transition, exit, etc.).
- 2.21.5 Alert providers that provider availability has not been updated within 30 calendar days.

2.22 Reports for Service

- 2.22.1 Alphabetical report of children with an IFSP who have not received services due to provider missing appointment; and
- 2.22.2 Alphabetical report of individual child attendance

2.23 Child Transition Reporting:

- 2.23.1 Upcoming transition conferences by service coordinator within a user-specified timeframe
- 2.23.2 Child transition report
- 2.23.3 Child transition conferences that occur less than 90 calendar days prior to the third birthday and the reason.

2.24 State Level Fiscal Reports

- 2.24.1 Monthly service reimbursements for services
- 2.24.2 Prolonged Assistance Service Hours

- 2.24.3 Reimbursements by date range with Service Type Code, Service type description, month, year, monthly units, monthly total, payor of last resort including Part C, and Part B.

2.25 Monitoring

- 2.25.1 The system will support local and State program staff's review of child records to assure/verify local compliance by service coordinators and contracted service providers.
- 2.25.2 The system will track time-based compliance items and calculate the percentage of compliance by child, item, service provider, and service coordinator.
- 2.25.3 The system will support authorized local program staff's data entry for the correction of noncompliance and support authorized state program staff's ability to track and approve correction of noncompliance at the individual child and item level.
- 2.25.4 The system will support local program staff ability to upload and associate the files that document the correction of noncompliance at the individual child- and item-level.
- 2.25.5 The system will support and track local program staff's correction of "pre-finding" noncompliance
- 2.25.6 The system will support, track, and report on the current status of noncompliance, the timely correction of noncompliance, and existing noncompliance that remains (within one year and separately after one year) by child, item, service provider, local program, general area of noncompliance.
- 2.25.7 The system will support State program staff's ability to draft, modify as needed, and finalize local program corrective action plans (CAPs). (If state applicable, system will support local program input on CAP.)
- 2.25.8 The system will support local program staff ability to complete a state staff-created, self-assessment protocol for improvement planning purposes.
- 2.25.9 The system will support local program staff ability to draft, modify as needed, and update local program improvement plans. (If State applicable, system will support State input to and/or improvement of local program input plans.)
- 2.25.10 The system will support State program staff's review and approval (where required) progress on local CAPs and program improvement plans.
- 2.25.11 The system will support local program staff's ability to copy previous CAPs and program improvement plans and make modifications when drafting a new or updating CAP and/or program improvement plans.
- 2.25.12 The system will support the creation of customizable letters, on State letterhead, supporting electronic signatures for authorized state staff, multiple recipients, cc field, and, where applicable, pull standardized data from system to populate tables in letters (e.g., local determination letters with APR indicator data, noncompliance data and results data)
- 2.25.13 The system will maintain a log and a copy of all letters sent through the system.

2.26 Data Integration / User Interfacing

The State has a robust data system. This new Part C system must have interoperability between the new Part C system and other system(s) for efficient data integration. Systems include the DOE State Longitudinal Data System (SLDS), Learning Management System (LMS) and the state's student management system (Infinite Campus).

- 2.26.1 The Consultant must describe how the system can adapt to business necessary interfaces using widely adopted open APIs and standards. Additionally, the State expects that the Consultant will make available/expose software services and publish documentation for those software services that would enable third party developers to interface other business applications. A detailed description of system capability shall be included in the proposal.
- 2.26.2 Consultant will provide an interface that will allow for manual editing and confirmation of the links between all systems.
- 2.26.3 The system will perform real-time updates to multiple records when needed to update information (unique ID generation, SLDS etc.).
- 2.26.4 The system provides a user interface that is consistent, easy to navigate, intuitive, and reflects the business workflow.

- 2.26.5 The system shall create individual user-specific dashboards to include: caseloads; active IFSPs; initial evaluation and/or eligibility determinations.
- 2.26.6 The system shall notify the child's identified Local Education Agency (LEA) of six-month reviews, approaching annual IFSPs, and the potential of eligibility.
- 2.26.7 The system allows authorized users to search for children, and providers in the system using the required parameters such as name, parents, provider, role, case number, race, gender, DOB, address.
- 2.26.8 The system provides a method for service coordinators and providers to view all alerts and tasks needed for their entire caseload.
- 2.26.9 The system must automatically delete each alert or pop-up when the event to which it is related occurs or is completed.
- 2.26.10 The system provides a comprehensive form and document generation solution to include: allowing user to select a form/document from a menu for printing.
- 2.26.11 The system has the ability to assign each child to one or more individuals to be responsible for specific functions within the case, such as primary service coordination or providing one or more specific services. The system will maintain a history of all assignments made in the case.
- 2.26.12 Describe in detail what user roles are available in the system for State Office staff, Service Coordinators, Providers, and parents.
- 2.26.13 Describe in detail how the system allows authorized users to perform necessary functions. This kind of user access may, for example, be restricted to data entry, information, and reports for a specific role.
- 2.26.14 Describe in detail how access to the IFSPs, assessments and evaluation data, and progress notes is restricted based on user organization (Service Coordinator, Provider, State staff etc.), role, and case assignment.
- 2.26.15 The system will use state branding.
- 2.26.16 The system will support spell-check features available for data entry.
- 2.26.17 The system will support basic formatting features for documents, emails, text, notes, etc. created in the system (e.g., bold, underline, italics, font size, limited font types, bulleted and numbered lists).
- 2.26.18 The system will support type ahead functionality on selected fields.
- 2.26.19 The system will support the use of translation tools (e.g., Google Translate) to translate system web pages and documents.

2.27 Parent Portal

- 2.27.1 The system will include a Health Insurance Portability and Accountability Act/Family Educational Rights and Privacy Act (HIPPA/FERPA) compliant parent/ guardian portal allowing parents read-only limited access to program information about their child according to state determined business rules (e.g. child's current IFSP, historical IFSPs progress updates, case information, uploaded documents).
- 2.27.2 The system will include a parent portal allowing parents to establish a logon upload documents, request meetings, view upcoming events for their child (e.g. IFSP meeting, services), email and/or text exchanges with IFSP team, access, and complete family outcomes survey.
- 2.27.3 The system will include a parent portal allowing parents access to general (non-child specific) resources and
- 2.27.4 Information via active links to resources and direct access to general documents stored in the system (ie. Parent Rights)
- 2.27.5 The system parent portal allows parents to access current contact information for local program staff and contracted service providers.
- 2.27.6 The system parent portal will allow parents to update the State determined personal contact information.
 - 2.27.6.1 System will notify child's service coordinator and provider(s) of any updated information.
 - 2.27.6.2 System will update child's official record

- 2.27.6.3 System will log any and all changes made by specific user, based on their unique log in credentials.
- 2.27.7 The system parent portal will allow parents to access relevant information about child and/or family referrals to other programs or services.
- 2.27.8 The system shall have various languages accessible and available for transcribing documents as well as other system functions deemed necessary by the State.

2.28 System Help

- 2.28.1 The system will integrate context specific help resources such as information screens, prompts, links to short how-to media (developed by State program staff and/or Consultant), field definitions, FAQs, screen, or tool tips, etc.
- 2.28.2 The system will support State system administrators' ability to create context-specific online content into help features available in the solution.
- 2.28.3 The system will integrate real time chat box capability for user support during to be determined hours.
- 2.28.4 The system will support end user help desk service for user support during to be determined hours.
- 2.28.5 The contractual award will include funding for technical support and modifications that may be needed after the initial implementation. The Consultant will provide this technical support and contract will include a bank of hours (400) that the State Part C program will control for the Consultant to support upgrades or modifications beyond what was included in the initial implementation.
 - 2.28.5.1 Any hours or funds that are not utilized for change orders or system improvements will be refunded to the state.
 - 2.28.5.2 System improvements can include but are not limited to the possible linking to additional systems.
 - 2.28.5.3 These improvements or changes will be negotiated with the Consultant and the State; and must have State approval before any changes are made.
- 2.28.6 The Consultant must be able to support the ever changing and evolving Part C program requirements from but not limited to the Office of Special Education Programs (OSEP), Individuals with Disabilities Education Act (IDEA), and Medicaid regarding indicator's, data collections, reporting requirements, Medicaid rates, and other requirements that are always subject to change.
 - 2.28.6.1 Given the nature of these requirements, the Consultant must be able to adapt these updates in the system as a regular update with no additional charge or change order required.

2.29 Security Requirements

- 2.29.1 At a minimum, the system shall:
 - 2.29.1.1 As part of the State's Identity and Access Management (IAM) strategy, the proposed solution will need to integrate with the State of South Dakota's standard identity management service single sign-on (SSO) which enables custom control of how citizens and state employees sign up, sign in, and manage their profiles. The SSO supports two industry standard protocols: OpenID Connect and OAuth 2.0 (preferred). This identity management will handle password recovery. Multi-factor Authentication (MFA) is required for all application Administrators and may be required for other users. Microsoft's official documentation on the identity provider the State has implemented can be found at <https://docs.microsoft.com/en-us/azure/active-directory-b2c/> and <https://docs.microsoft.com/en-us/azure/active-directory-b2c/integrate-with-app-code-samples>. If the Consultant is not able to fulfill this identity management standard, they will be scored lower than other bidders.

- 2.29.1.2 Provide variable levels of role-based security, including Family Access – the ability for families to log in with an assigned password and identification, and view specified data on their child. For example, IFSP, provider notes etc.
- 2.29.1.3 Automatic logoff after a pre-determined amount of time when there is no activity.
- 2.29.1.4 All data shall be fully encrypted based on the state security standards.
- 2.29.1.5 The application must be embedded with security features to prevent information theft and to back up data so that nothing can be lost in the vent of disaster.
- 2.29.1.6 Maintain an audit trail or change history trail, as well as user activity log with date and time stamped for all activities.
- 2.29.1.7 Allow for set-up of user groups with a hierarchy of access and administrative functionality.

2.30 Contractor Project Specific Start-up and Planning Responsibilities.

- 2.30.1 Coordinate a Kick-off meeting with designated State staff within (5) business days following the notification of award;
- 2.30.2 Conduct a weekly status meeting with State project team and produce and submit to a written weekly progress report that outlines the work accomplished during the reporting period against the baseline project Work Plan, work to be accomplished during the subsequent reporting period, outline critical risks and mitigation plans and provide information about quality measures.
- 2.30.3 Establish work teams, composed of State and contractor representatives for the development and coordination of Consultant activities;
- 2.30.4 Define project management and reporting standards
- 2.30.5 Establish communication protocols between State and the Consultant.
- 2.30.6 Establish a schedule for key activities and
- 2.30.7 Define expectations for the content and format of contract deliverables.
- 2.30.8 The timely and accurate processing of all incoming documents and payments is of utmost importance to the State and will be a major benchmark for assessing Consultant performance. The State will closely monitor the turnaround time of these items.

2.31 System Start-up

- 2.31.1 State staff prepare for, communicate about, and conduct user acceptance testing to ensure the new database application/enhancement functions properly before deployment.
 - 2.31.1.1 Representative end users (e.g., based on user types, permissions) are selected for user acceptance testing.
 - 2.31.1.2 A user acceptance testing plan, including a schedule and expected testing environment, is created in collaboration with the IT team.
 - 2.31.1.3 Testing materials (e.g., test data, sample cases) and feedback mechanisms are prepared for user acceptance testing.
 - 2.31.1.4 User acceptance testing findings and other forms of user feedback are communicated to the IT team.
 - 2.31.1.5 User acceptance testing plans are adjusted as needed in collaboration with the IT team.
 - 2.31.1.6 User acceptance testing is repeated as necessary until the system functions properly.
- 2.31.2 State staff participate in creating, reviewing, and revising materials to support the implementation of the database application/enhancement.
 - 2.31.2.1 User support and technical materials (e.g., technical documentation, user manuals, online tutorials, webinars) are created and updated, as necessary.
 - 2.31.2.2 Materials are updated based on users' review and feedback.
 - 2.31.2.3 Changes to the materials are communicated to help desk support.

- 2.31.2.4 Written documentation delineating administrator/staff roles associated with the application is developed to guide the transfer of knowledge about the application to new Part C/619 state staff, IT staff, and vendors.
- 2.31.3 State staff communicate and work with the IT team to deploy the new database application/enhancement.
 - 2.31.3.1 A deployment plan, including guidelines for transition to the new data application/enhancement, schedule for running legacy and new system in parallel, roles and responsibilities, and contingency steps, is created in collaboration with the IT team. The deployment plan is communicated to all necessary parties, including State and local staff. End user support (e.g., training, release notes) is provided for the new application/enhancement.

2.32 Technical Support

- 2.32.1 Consultant must provide online user guide, train the trainer guide and FAQ
- 2.32.2 Has embedded supports and training materials for end users (e.g., mouse over definitions, support documents, practice scenarios, practice site, audiovisual tutorials).
- 2.32.3 Consultant will provide at least 3-train-the-trainer trainings during the first year of implementation
- 2.32.4 The Consultant shall manage Help Desk and provide Technical Assistance
- 2.32.5 The Consultant shall implement help desk functions via local or toll-free telephone, email, and internet
 - 2.32.5.1 The Consultant shall provide a toll-free number for help desk assistance available from 8:00 AM to 5:00PM, Monday through Friday, excluding both federal and South Dakota recognized holidays.
 - 2.32.5.2 The Consultant shall have a voicemail system that allows the caller to leave a message after hours.
 - 2.32.5.3 The Consultant shall maintain a call log and report recurring issues and issues that appear to be training issues. When a problem necessitates the contract shall provide support through a phone or teleconference. If the problem persists for more than two weeks, the contractor shall provide face-to-face support within one week.
- 2.32.6 All inquiries will have a 24hour (business day) turnaround.
- 2.32.7 The Consultant shall provide technical staff that can support application changes/updates, data migration, loading of data to the database, backing up the system daily with point-in-time recovery, correcting software-related issues and a comprehensive disaster recovery plan (DRP). Respondents shall discuss this in detail along with how information on new releases of software will be provided and their methodology to migrate the existing data into the new system.

2.33 Draft Project Plan

- 2.33.1 A draft 12–16-month project plan (to be finalized after contract) must be submitted with proposals. This draft plan will be high level but will include key deliverables and projected due dates for deliverables and the key personnel and FTE(s) dedicated to the project.
 - 2.33.1.1 Project management plan will be established after the contract has been awarded.

2.34 State Testing and Implementation

- 2.34.1 The State will involve a committee of end users/beta testers that will be involved in the review, testing and actively providing input on the data system.

2.35 SLA Testing and Implementation

- 2.35.1 The State will involve a committee of end users/beta testers that will be involved in the review, testing and actively providing input on the data system.

2.36 Prospective vendor experience

The State requires a Commercial-Off-the-Shelf (COTS) approach to this procurement, placing strong emphasis on acquiring a field-proven, mature product with a good client base from an experienced Consultant. The State additionally requires a system that is not at the end of its product life cycle and that also reflects the best practices of the industry.

Additionally, the technology platform (database engine, operating platform, etc.) for the proposed product must not be at or nearing the end of its life cycle.

- 2.36.1 The Consultant must explain, how many years in existence;
- 2.36.2 The Consultant must explain previous experience developing student/child level data systems.

2.37 Additional Technology Deliverables\Approach\Methodology

- 2.37.1 This section identifies tasks and deliverables of the project. The selected Consultant is responsible for providing the required deliverables. These deliverables will be the basis against which the Consultant's performance will be evaluated.
- 2.37.2 State standard hardware and software should be utilized unless there is a reason not to. If your proposal will use non-standard hardware or software, you must first obtain State approval if a contract is awarded. If your proposal recommends using non-standard hardware or software, the proposal should very clearly indicate what non-standard hardware or software is being proposed and why it is necessary to use non-standard hardware or software to complete the project requirements. The use of non-standard hardware or software requires use of the State's New Product Process. This process can be found through the Standards' page and must be performed by State employees. The costs of such non-standard hardware or software should be reflected in your cost proposal. The work plan should also account for the time needed to complete the New Product Process. See https://bit.sd.gov/bit?id=bit_standards_overview, for lists of the State's standards. The proposal should also include a link to your hardware and software specifications.

If non-standard hardware or software is used, the project plan and the cost proposal must include service desk and field support, since BIT can only guarantee best effort support for standard hardware and software. If any software development may be required in the future, hourly development rates must be stated. The project plan must include the development and implementation of a disaster recovery plan since non-standard hardware and software will not be covered by the State's disaster recovery plan. This must also be reflected in the costs.

- 2.37.3 The Consultant must provide a diagram giving an overview of the proposed system. It is preferred that this diagram be provided as a separate document or attachment. The file must be named "(Your Name) Hosted System Diagram". If the Consultant elects to make the diagram part of the proposal, then the location of the diagram must be clearly indicated in the Table of Contents.
- 2.37.4 The Consultant should state whether its proposed solution will operate in a virtualized environment. Consultant also should identify and describe all differences, restrictions, or limitations of its proposed solution with respect to operation, licensing, support, certification, warranties, and any other details that may impact its proposed solution when hosted in a virtualized environment. This information must be included with the solution diagram for the Consultant hosted solution.
- 2.37.5 The Consultant is required to include a test system for its application. This test system will be used at the discretion of BIT. All resource costs associated with keeping the test system available must be borne by the project owner or the Consultant. Any licensing costs for the test system must be included with the costs.
- 2.37.6 The test system will be maintained by the Consultant as a mirror image of the production system code base. At BIT's discretion, updates to the production system will be made by copying code from the test system after the test system passes BIT certification requirements.
- 2.37.7 At BIT's discretion, any code changes made by the Consultant, either during this project or thereafter, will be placed in the above test system first. It is at BIT's discretion if the code

changes are applied by BIT or the Consultant. If the code testing delays a project's timeline, a change management process should be followed, and the State will not be charged for this project change. If the test and production systems are to be hosted by the State, the schedule for the testing of the code changes is to be decided by BIT. Testing of emergency code changes will be scheduled by BIT based on the severity and resource availability.

- 2.37.8 If BIT determines that the application must be shut down on the production system, for any reason, the Consultant will, unless approved otherwise by BIT, diagnosis the problem on and make all fixes on the test system. The Consultant is expected to provide proof, to BIT, of the actions taken to remediate the problem that led to the application being denied access to the production system before the application can go back into production. This proof can be required by BIT even if the fix passes all BIT certification criteria. BIT is willing to sign a non-disclosure agreement with the Consultant if the Consultant feels that revealing the fix will put the Consultant's intellectual property at risk.
- 2.37.9 All solutions acquired by the State that are hosted by the Consultant, including Software as a Service, or hosted by a third-party for the Consultant will be subjected to security scans by BIT or preapproved detailed security scan report provided by the Consultant. The scan report sent in with the proposal can be redacted by the Consultant. The State's goal at this point is to see if the contents of the report will be acceptable, not to review the contents themselves. If the Consultant will be providing a security scan report, one must be sent with the proposal for approval. Approval is not guaranteed. If the scan report is not acceptable, the State must scan the Consultant's solution. The actual scanning by the State or the submission of a security scan report will be done if the proposal is considered for further review. A detailed security report must consist of at least:
- 2.37.9.1 The system that was evaluated (URL if possible, but mask it if needed).
 - 2.37.9.2 The categories that were evaluated (example: SQL injection, cross site scripting, etc.)
 - 2.37.9.3 What were the general findings, (meaning how many SQL injection issues were found, what was the count per category)
 - 2.37.9.4 Technical detail of each issue found. (where was it found – web address, what was found, the http response if possible)
- 2.37.10 The cost of any scans done by the Consultant or the Consultant's costs associated with the State's scans must be part of the Consultant's bid. If the Consultant is sending a security scan report, it should price the product both as if the State was to do the security scan or if the Consultant was to do the security scan.
- 2.37.11 All hardware, website(s), or software purchased by the State and hosted by the State will be subjected to security scans by BIT.
- 2.37.12 Security scanning will be performed during the software development phase and during pre-production review. These scans and tests can be time consuming and should be allowed for in project planning documents and schedules. Products that do not meet BIT's security and performance requirements will not be allowed to go into production and may be barred from user acceptance testing (UAT) until all issues are addressed to the State's satisfaction. The State urges the use of industry scanning/testing tools and secure development methods be employed to avoid unexpected costs and project delays. Costs to produce and deliver secure and reliable applications are the responsibility of the software entity producing or delivering an application to the State. Unless expressly indicated in writing, the State assumes all price estimates and bids are for the delivery and support of applications and systems that will pass security and performance testing. If the State determines the hardware, website(s), software, and or cloud services have security vulnerabilities that must be corrected, the State will inform the Consultant of the nature of the issue and the Consultant will be required to respond in writing regarding mitigation plans for the security vulnerabilities. If the product(s) does not pass the initial security scan, additional security scans may be required to reach an acceptable level of security. The Consultant must pass a final follow-up security scan for the website(s), software or cloud services for the product(s) to be acceptable products to the State. The State may suspend or cancel payments for hardware, website(s), software, or cloud services that do not pass a final security scan.

- 2.37.13 Any website or web application hosted by the Consultant that generates email cannot use "@state.sd.us" as the originating domain name per state security policy.
- 2.37.14 As part of this project, the Consultant will provide a monitoring tool the State can utilize to monitor the operation of the proposed solution as well as all systems and all subcomponents and connections. It is required that this tool be easy to use and provide a dashboard of the health of the proposed solution. The effectiveness of this monitoring tool will be a component of the acceptance testing for this project.
- 2.37.15 As part of the project plan, the Consultant will include development of an implementation plan that includes a back out component. Approval of the implementation plan by BIT should be a project milestone. Should the implementation encounter problems that cannot be resolved and the implementation cannot proceed to a successful conclusion, the back out plan will be implemented. The Implementation and back out documentation will be included in the project documentation.
- 2.37.16 The successful Consultant will use the approved BIT processes and procedures when planning its project, including BIT's change management process. Work with the respective agency's BIT Point of Contact on this form. The Change Management form is viewable only to BIT employees. The purpose of this form is to alert key stake holders (such as: Operations, Systems Support staff, Desktop Support staff, administrators, Help Desk personnel, client representatives, and others) of changes that will be occurring within state resources and systems to schedule the:
 - 2.37.16.1 Movement of individual source code from test to production for production systems
 - 2.37.16.2 Implementation of a new system
 - 2.37.16.3 A major enhancement to a current system or infrastructure changes that impact clients
 - 2.37.16.4 Upgrades to existing development platforms
- 2.37.17 If as part of the project the state will be acquiring software the proposal should clearly state if the software license is perpetual or a lease. If both are options, the proposal should clearly say so and state the costs of both items separately.
 - 2.37.17.1 Include in your submission details on your:
 - 2.37.17.2 Data loss prevention methodology;
 - 2.37.17.3 Identity and access management;
 - 2.37.17.4 Security intelligence;
 - 2.37.17.5 Annual security training and awareness;
 - 2.37.17.6 Manual procedures and controls for security;
 - 2.37.17.7 Perimeter controls;
 - 2.37.17.8 Security certifications and audits.
- 2.37.18 If the Consultant will have State data on its system(s) or on a third-party's system and the data cannot be sanitized at the end of the project, the Consultant's proposal must indicate this and give the reason why the data cannot be sanitized as per the methods in NIST 800-88.
- 2.37.19 The Consultant's solution cannot include any hardware or hardware components manufactured by Huawei Technologies Company or ZTE Corporation or any subsidiary or affiliate of such entities. This includes hardware going on the State's network as well as the Consultant's network if the Consultant's network is accessing the State's network or accessing State data. This includes Infrastructure as a Service, Platform as a Service or Software as a Service situations. Any company that is considered to be a security risk by the government of the United States under the International Emergency Economic Powers Act, in a United States appropriation bill, an Executive Order, or listed on the US Department of Commerce's Entity List will be included in this ban.
- 2.37.20 If the Consultant's solution requires accounts allowing access to State systems, then the Consultant must indicate the number of the Consultant's staff or subcontractors that will require access, the level of access needed, and if these accounts will be used for remote access. These individuals will be required to use Multi-Factor Authentication (MFA). The State's costs in providing these accounts will be a consideration when assessing the cost of

the Consultant's solution. If the Consultant later requires accounts that exceed the number of accounts that was originally indicated, the costs of those accounts will be borne by the Consultant and not passed onto the State. All State security policies can be found in the Information Technology Security Policy (ITSP) attached to this RFP. The Consultant should review the State's security policies regarding authorization, authentication, and, if relevant, remote access (See ITSP 230.67, 230.76, and 610.1). Use of Remote Access Devices (RAD) by contractors to access the State's system must be requested when an account is requested. The Consultant should be aware that access accounts given to non-state employees, Non-State (NS) accounts, will be disabled if not used within 90 days. A NS account may be deleted after 30 days if it is not used.

- 2.37.21 Regression testing is the process of testing changes to computer programs to make sure that the older programming still works with the new changes.
- 2.37.22 Integration testing is a software development process which program units are combined and tested as groups in multiple ways. In this context, a unit is defined as the smallest testable part of an application. Integration testing can expose problems with the interfaces among program components before trouble occurs in real-world program execution. Integration testing is also known as integration and testing (I&T).
- 2.37.23 Functional testing is primarily used to verify that a piece of software is meeting the output requirements of the end-user or business. Typically, functional testing involves evaluating and comparing each software function with the business requirements. Software is tested by providing it with some related input so that the output can be evaluated to see how it conforms, relates, or varies compared to its base requirements. Moreover, functional testing also checks the software for usability, such as ensuring that the navigational functions are working as required. Some functional testing techniques include smoke testing, white box testing, black box testing, and unit testing.
- 2.37.24 Performance testing is the process of determining the speed or throughput of an application. This process can involve quantitative tests such as measuring the response time or the number of MIPS (millions of instructions per second) at which a system functions. Qualitative attributes such as reliability, scalability and interoperability may also be evaluated. Performance testing is often done in conjunction with load testing.
- 2.37.25 Load testing is the process of determining the ability of an application to maintain a certain level of effectiveness under unfavorable conditions. The process can involve tests such as ramping up the number of users and transactions until the breaking point is reached or measuring the frequency of errors at your required load. The term also refers to qualitative evaluation of factors such as availability or resistance to denial-of-service (DoS) attacks. Load testing is often done in conjunction with the more general process of performance testing. Load testing is also known as stress testing.
- 2.37.26 User acceptance testing (UAT) is the last phase of the software testing process. During UAT, actual software users test the software to make sure it can handle required tasks in real-world scenarios, according to specifications. UAT is one of the final and critical software project procedures that must occur before newly developed or customized software is rolled out. UAT is also known as beta testing, application testing or end user testing. In some cases, UAT may include piloting of the software.
- 2.37.27 The State, at its sole discretion, may consider a solution that does include all or any of these deliverables or consider deliverables not originally listed. A Consultant must highlight any deliverable it does not meet and give any suggested "work-around" or future date that it will be able to provide the deliverable.

3. Proposal Response

The Consultant is cautioned that it is the Consultant's sole responsibility to submit information related to the evaluation categories and that the State is under no obligation to solicit such information if it is not included with the proposal. The Consultant's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

3.1 An original and five (5) copies shall be submitted.

3.1.1 In addition, the Consultant shall provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Consultants shall enclose the electronic copy with their mailed response and may not send the electronically copy of their proposal via email.

3.2 The proposal must be page numbered and should have an index and/or a table of contents referencing the appropriate page numbers.

3.3 All proposals must be organized and tabbed with labels for the following headings:

3.3.1 **RFP Form.** The State's Request for Proposal Form completed and signed.

3.3.2 **Executive Summary.** The one or two page executive summary is to briefly describe the Consultant's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Consultant. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests must be identified in this section.

3.3.3 **Examples of Similar Work.** This section should include brief descriptions and work samples from three previous jobs of a similar nature that the agency has completed. Provide the following information related to at least three previous or current projects, performed by the Consultant's organization, which are similar to the requirements of this RFP. In addition, provide this information for any project that has been terminated, expired or not renewed in the past three years.

3.3.3.1 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;

3.3.3.2 Dates of the service/contract; and

3.3.3.3 A brief, written description of the specific prior services performed and requirements thereof.

3.3.4 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

3.3.4.1 A complete narrative of the Consultant's assessment of the work to be performed, the Consultant's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Consultant's understanding of the desired overall performance expectations.

3.3.4.2 A specific point-by-point response, in the order listed, to each Scope of Work requirement in Section 2 above. The response should identify each requirement being addressed as enumerated in the RFP.

3.3.4.3 A clear description of any options or alternatives proposed.

3.3.5 **Financial Statements.** The Consultant must submit a copy of their most recent audited financial statements. The Consultant may mark its financial statements as proprietary in accordance with Section 1 above.

- 3.3.6 **South Dakota Substitute W9.** Complete the substitute W9 form attached herein as Exhibit B. Do not type a signature in the signature line. The signature must be hand written and a copy attached to the RFP proposal.
- 3.3.7 **Certification Relating to Prohibited Entity.** Complete the Contractor certification required by South Dakota executive order 2023-02 attached herein as Exhibit C.
- 3.3.8 **Completion of BIT Security and Vendor Questions.** The Consultant must complete and submit the BIT Security and Vendor Questions attached to this RFP as Exhibit H. These questions and the Consultant's responses may be used in the proposal evaluation.
- 3.3.9 **Scanning Release Form.** The Consultant should complete the information on the Scanning Release Form attached to this RFP as Exhibit I. The Consultant acknowledges that the State shall conduct a security and vulnerability scan.

4. **Proposal Evaluation and Award**

- 4.1 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:
- a. Cost and Reliability;
 - b. Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - c. Resources available to perform the work, including any specialized services or personnel, within the specified time limits for the project;
 - d. Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - e. Availability to the project locale;
 - f. Familiarity with the project locale;
 - g. Proposed project management techniques; and
 - h. Ability and proven history in handling special project constraints.
- 4.2 The evaluators will evaluate and score the proposals according to the criteria and point values shown in Table 1 below.

Table 1. Proposal Content Evaluation and Score Criteria

Section	Points Possible	Score
Cost and Reliability	15	
Experience, Qualifications, and Approach	20	
Resources available to perform the work	15	
Record of Past Performance	20	
Availability to and familiarity with the project locale	5	
Proposed project management techniques	15	
Ability and proven history in handling special project constraints	10	
Maximum Total	100	

- 4.3 Experience and reliability of Consultant's organization and personnel are considered subjectively in the evaluation process. Therefore, the Consultant 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.

- 4.4 The qualifications of the personnel proposed by the Consultant to perform the requirements of this RFP, whether from the Consultant's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Consultant should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 4.5 The State reserves the right to reject any or all proposals, waive technicalities, and make awards as deemed to be in the best interest of the State of South Dakota. If it is deemed to be in the best interest of the State of South Dakota, the State may accept more than one proposal and divide the services covered by this RFP into more than one contract or Consultant.
- 4.6 **Discussions with Consultants.** An oral presentation by a Consultant 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 Consultant. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Consultant's expense.
- 4.7 Any Consultant that is a finalist may need to be prepared to have an onsite meeting. At that time, Consultant shall provide a series of live demonstrations for evaluation as well as make available key staff for interviews.
- 4.8 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 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.
- 4.9 **Award:** The State and the highest ranked Consultant will mutually discuss and refine the scope of work for the project and will negotiate terms, including compensation and performance schedule.

If the State and the highest ranked Consultant are unable for any reason to negotiate a contract, the State will, either orally or in writing, terminate negotiations with the Consultant. The State may then negotiate with the next highest ranked Consultant.

The negotiation process may continue through successive Consultants, according to the evaluation ranking, until an agreement is reached or the State terminates the contracting process.

5. Cost Proposal

- 5.1 The financial commitment required of the State is an important consideration. The proposed costs will be reviewed in conjunction with all other criteria. Costs will be evaluated to determine if all applicable cost components are clearly, concisely, and completely addressed by the Consultant. The costs must be reasonable, realistic, and include all possible costs.
- 5.2 The Consultant is strongly encouraged to identify the critical cost factors from the Scope of Work in Section 2 above and itemize as much as possible for these activities. The State expects a detailed budget submitted by the Consultant.
- 5.3 All invoices submitted through the duration of this contract are to be submitted in a consistent manner and include line item costs per deliverable. All cost information shall be presented in a uniform manner.

EXHIBIT A – STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

1. The Consultant will perform those services described in the Work Plan, which will be attached to the contract as Exhibit A and incorporated by reference. The Consultant's response to this RFP shall be considered part of the Work Plan.

2. The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.

3. The terms of the agreement shall state whether or not the Consultant will use State equipment, supplies or facilities. If the Consultant will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.

4. Unless otherwise negotiated and agreed upon by the parties, the State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.

5. The agreement shall indicate whether or not the State shall have the option to renew the agreement. If a renewal option is specified, the State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Consultant as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.

6. 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 as follows:

a. Commercial General Liability Insurance:

The Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 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 Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

c. Worker's Compensation Insurance:

The Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

d. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

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. In the event of a substantial change in insurance, issuance of a new policy, or

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.

7. 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 _____ on behalf of the State, and by _____, on behalf of 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.

8. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent or employee of the State of South Dakota. The Consultant will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

9. 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 a 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.

10. Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Consultant or the State to liability. Consultant shall report any such event to the State immediately upon discovery. Consultant's obligation under this paragraph shall only be to report the occurrence of any event to the State and to make any other report provided for by Consultant's 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 paragraph 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.

11. The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

12. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Consultant is solely responsible for the performance of any subcontractor. 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.

13. This Agreement may not be assigned without the express prior written consent of the State. An assignment may not operate to relieve Consultant of any of its duties and obligations under this Agreement, nor may such assignment affect any remedies available to the State that may arise from any breach of the provisions of the Agreement, including but not limited to rights of setoff. Any attempted assignment, transfer or delegation in contravention of this paragraph shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

14. The Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and

maintain any software program, and all information contained therein provided to the State by the Consultant in connection with its performance of services 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. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

15. The Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. The Consultant further agrees that it will immediately notify the State if during the term of this Agreement Consultant 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. The Consultant further certifies that neither it nor its principals have, within a three (3) year period preceding the awarding of this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local transaction or contract or been convicted of a violation of federal or state antitrust statutes, embezzlement, theft, forgery, bribery, falsifications, destruction of records, making false statements, or receiving stolen property. Consultant further certifies that neither it nor its principals have, within a three (3) year period preceding this contract, had a federal, state, or local transaction terminated for cause or default.

16. The award of this Agreement to Consultant is not in any way an endorsement of Consultant or Consultant's services by the State and may not be so represented by Consultant in any advertising or publicity materials. Consultant agrees to submit to the State all advertising, sales promotion, and other publicity relating to this Agreement wherein the State's name is mentioned or language is used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Consultant further agrees not to publish or use such advertising, sales promotion, or publicity without the prior written consent of the State. Consultant may not in any way contract on behalf of or in the name of the State, nor may Consultant release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the State.

17. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Each invoice must reference the Agreement number and provide detailed information in a format as requested by the State. Payment will be made consistent with SDCL Ch. 5-26. Consultant acknowledges that it would be difficult or impracticable for the State to provide the notice of disagreement provided for by SDCL 5-26-5 within the ten days provided by that section. Accordingly, Consultant hereby waives the application of that section to this Agreement.

18. The payment of any invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The Consultant shall promptly, but in all cases within thirty days of notification, pay to the State the full amount of any erroneous payment or overpayment upon notice of an erroneous payment or overpayment to which Consultant is not entitled. If Consultant fails to make such a timely refund, the State shall charge Consultant one percent (1%) per month on the amount due until paid in full.

19. The State is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

20. Amounts due to the State by Consultant, including but not limited to damages, or claims for damages, may be deducted or set-off by the State from any money payable to Consultant pursuant to this Agreement.

21. Consultant shall maintain documentation for all work performed or money received under this Agreement for a period of five (5) full years following completion of this Agreement. This documentation may be subject to audit, at any reasonable time and upon reasonable notice, by State or federal authorities.

22. Claims for payment must be submitted on an invoice within forty-five (45) days of the date upon which the Consultant knew or should have known of the claim or forty-five (45) days after the termination or expiration of this Agreement, whichever is earlier. If an invoice cannot be submitted within forty-five days, then written notice and an explanation of need must be provided to the State for consideration of an extension, which shall be in the sole discretion of the State. Failure of the Consultant to abide by this paragraph shall relieve the State of any obligation to pay for such claim.

23. 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 at any time with or without notice. If termination for such a default is effected by the State, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the State because of Consultant's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Consultant it is determined that Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.

24. 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 law or federal funds reductions, 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.

25. 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, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Consultant will be required to undergo investigation.

26. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

27. 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.

28. 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.

29. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

30. No remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy may be cumulative and may be in addition to every other remedy given under this agreement, not and hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

31. Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under this Agreement may not be deemed a waiver of any such right, power, or privilege under this Agreement. Any waivers granted by the State for breaches hereof shall

not indicate a course of dealing of excusing other or subsequent breaches. The State's pursuit or non-pursuit of a remedy under this Agreement for Consultant's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that the State may have at law or equity for any other occurrence of the same or similar breach, nor prevent the State from pursuing such remedy.

32. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by the State of any immunities from suit or from liability that the State may have by operation of law.

33. This Agreement is intended to govern only the rights and interest of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

34. Agreement, nor may such assignment affect any remedies available to the State that may arise from any breach of the provisions of the Agreement, including but not limited to rights of setoff. Any attempted assignment, transfer or delegation in contravention of this paragraph shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

35. Pursuant to Executive Order 2022-02, Consultant certifies and agrees that all actions taken in performance with this agreement will not promote inherently divisive concepts or direct or compel any department employees, students, teachers, or school district employees to personally affirm, adopt, or adhere to inherently divisive concepts. "Inherently divisive concepts," means advancing any ideas in violation of the Civil Rights Act of 1964, including, but not limited to, any of the following concepts:

- (i) that one race, color, religion, sex, ethnicity, or national origin is inherently superior to another race, color, religion, sex, ethnicity, or national origin;
- (ii) that an individual should be discriminated against or adversely treated solely or partly on the basis of his or her race, color, religion, sex, ethnicity, or national origin,
- (iii) that an individual's moral character is inherently determined by his or her race, color, religion, sex, ethnicity, or national origin,
- (iv) that an individual, by virtue of the individual's race, color, religion, sex, ethnicity, or national origin, is inherently racist, sexist, or oppressive, whether consciously or subconsciously,
- (v) that an individual, by virtue of the individual's race, color, religion, sex, ethnicity, or national origin, is responsible for actions committed in the past by other members of the same race, color, religion, sex, ethnicity, or national origin, or
- (vi) that meritocracy or traits, such as a strong work ethic, are racist or sexist, or were created by a particular race or sex to oppress members of another race or sex.

In the event of Consultant's noncompliance with the requirements of this section may be grounds for termination of this agreement. Consultant shall include the provisions of this section in each subcontract, so that the provisions shall be binding upon each subcontractor.