

STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
GRANT AGREEMENT

AGREEMENT made and entered into this 1st day of July, 2001, by and between Department of Social Services, Office of Adult Services and Aging, a state agency, of 700 Governor's Drive, Pierre, SD 57501, (the "State") Rapid City RSVP, of PO Box 632, Rapid City, SD 57709, (hereinafter referred to as "Grantee")

The state hereby enters into an Agreement pursuant to the terms and conditions set forth below.

1. Funds available under this grant will be based on volunteer units of service for the purpose of providing the following services to frail elderly individuals so they may remain living independently in the community for as long as possible:
  - a. Chore Maintenance (applies only to RSVP projects who do not have a Chore Maintenance Contract)
    1. Safety Checklist
    2. Home Repairs
    3. Lawn and Garden Care
    4. Light Cleaning/Organizing closets and or home
    5. Packing
    6. Installation of Safety Devices
    7. Changing storm doors and windows
    8. Snow Shoveling
    9. Home Maintenance such as changing light bulbs, installing batteries in smoke detectors, etc.
  - b. In-Home Services
    1. Assisting with Mail/Bill Paying
    2. Meal Preparation/Baking
    3. Provide information regarding community services which benefit the elderly and their caregivers
    4. Telephone Reassurance (8 calls = 1 unit)
  - c. Home Visitation
    1. Follow up visits/contacts when frail elderly go home following hospital or nursing facility stay
    2. RSVP Patrol (working with police to make visits to frail elderly)

- d. Transportation
  - 1. Escorts
  - 2. To appointments
  - 3. Errands
  - 4. Delivering Meals during evenings and weekends
- e. Assistive Devices
  - 1. Picking up and delivering devices
  - 2. Presentation of Assistive Technology bags
- f. SHIINE Volunteer (1 hour = 2 units)
- g. RxAccess Volunteer (1 hour = 2 units)
- h. Grocery Shopping (getting list, shopping, delivering, putting away)
- i. Volunteer Nurse
- j. Adult Day Care Volunteer

2. Grantee requirements are:

- a. Recruit, interview and enroll RSVP volunteers to perform the approved services.
- b. Provide orientation, and training to volunteers.
- c. Keep accurate records of the total number of hours volunteered for each service area and the total number of unduplicated participants served.
- d. Submit required quarterly reports to the department.
- e. With the consent of the older person or representative, bring to the attention of appropriate officials conditions or circumstances which place the older person or the household in imminent danger.
- f. Coordinate with the local Office of Adult Services and Aging.
- g. Grantee agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceeding that may arise as a result of performing services hereunder. This section does not require Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- h. Grantee, at all times during the term of this Agreement, shall obtain and maintain adequate levels of worker's compensation insurance for sponsor staff, commercial general liability, and business automobile liability. Certificates of insurance may be required.

- i. Grantee 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.
- j. Access to records. The grantee agrees to provide the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- k. Grantee's Taxpayer Identification Number is 46-6000380 .

3. State Covenants:

- a. The State agrees to reimburse for the services enumerated in 1(a-j).
- b. The State agrees to reimburse the Provider by cash voucher as provided by the State's Budgetary Accounting System for service activities performed and supported by information contained on the Statement of Services Rendered and Monthly Program Report.
- c. Within the limits specified in 3(b), the State agrees to reimburse for services provided on the basis of:

	<b>ELIGIBLE FUNDING</b>
<b>State Reimbursement Per Quarter</b>	\$ 2375
<b>Total State Funds Per Agreement</b>	\$9500

- d. In order to receive the quarterly allotment, 500 units of services enumerated in 1 (a-j) must be provided each quarter.
4. Funding Period July 1, 2001 to June 30, 2002.
5. 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.
6. This Agreement may not be assigned without the express prior written consent of the State.

7. 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.
8. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Grantee 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 Grantee at the time of termination may be adjusted to cover any additional costs to the State because of Grantee'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 Grantee it is determined that Grantee was not at fault, then the Grantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.
9. 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.
10. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
11. All other prior discussions, communications and representations concerning the subject matter of the 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.

Approvals:

DSS

GRANTEE

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(title)

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(title)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Darla Blaseg

\_\_\_\_\_  
(RSVP Director)

\_\_\_\_\_  
Director of Budget & Finance

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Name and phone number of contact person in DSS who can provide additional information regarding this grant is Carla Leiferman (605) 773-3656 .