

Contract # none  
Service PO# 1030180107

**STATE OF SOUTH DAKOTA  
CONSULTANT CONTRACT/LETTER OF AGREEMENT  
FOR CONSULTANT SERVICES BETWEEN**

Name:	<u>City of Rapid City</u>	Department of Corrections
Address:	<u>300 6<sup>th</sup> Street</u>	500 East Capitol Ave
City/State:	<u>Rapid City, SD 57701</u>	Pierre, SD 57501-5070
	<b>Referred to as Consultant</b>	<b>Referred to as State</b>

The State hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.

**I. The Consultant**

- A. The Consultant services on this agreement shall commence on **January 1, 2010** and end on **December 31, 2010**, unless sooner terminated pursuant to the terms hereof.
- B. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent or employee of the State of South Dakota.
- C. The Consultant will use state equipment, supplies or facilities.
- D. The Consultant agrees to provide the following services to the State:  
**The Consultant will provide one full time Local Site Coordinator to work with the SD Department of Corrections Adult Reentry Program. This Local Site Coordinator will facilitate transitional services for state adult offenders transitioning from state prison to the Rapid City area, coordinating services with the State, the City of Rapid City, the Rapid City Reentry Task Force and local service providers.**

**The Consultant will provide office space, office utilities and direct supervision of the Local Site Coordinator.**

**The Consultant will manage Local Reentry Task Force flexible funds, manage funding for housing assistance and place participants in mentorship programs and employability services consistent with the following provisions and the attached fund breakdown. Individuals receiving services under this contract must be identified by the State as eligible participants in the State's Second Chance Act Grant funded Reentry Program. Aside from the pre-approved items, services in the amounts listed under the Local Reentry Task Force Flexible Funds, the Consultant must secure prior authorization from the State for the use of these funds through the use of a Disbursement Authorization Request (sample attached). The Consultant will inform the participant's assigned parole agent of referral for these services.**

**1. Local Reentry Task Force Flexible Funds: The Consultant may expend flexible funds for the items and services listed consistent with maximum amounts indicated. Use of local flexible funds for items or services not listed or in amounts exceeding the maximum requires prior authorization from the State.**

**2. Housing Assistance: The Consultant may expend housing assistance funds for utility deposit, security deposit and up to two month's rent and utility costs to assist a participant in establishing permanent housing. Participants receiving housing assistance shall be screened by the Consultant and determined to have provisions in place that there is a reasonable likelihood that the participant will be able to maintain the housing following the assistance. Typically, a participant should have a job or a means of support which will allow them to pay for their housing and housing expenses following the period of assistance.**

**3. Transitional Housing: The Consultant may expend funds for temporary housing for participants on an emergency, interim or short term basis pending the securing of permanent housing. Transitional housing typically will not exceed 90 days. Transitional housing may be in a halfway house, group home, shelter, motel or jail facility.**

**4. Mentorship Programs: The Consultant may expend funds for the placement of a participant in a mentorship program when it is determined, based on assessment, that mentorship services would be beneficial in supporting the participant's successful reentry and protect against recidivism. Mentorship programs must have written program guidelines and procedures reviewed and accepted by the Consultant and the State.**

**5. Employability Services: The Consultant may expend funds to allow a participant to participate in employability services in the areas of skill inventories, academic placement, testing, job readiness services and GED preparation and testing and participation in the national Career Readiness Certification Program. Participants must be assessed as needing employability services as evidenced through work and education history, frequency and duration of unemployment, inadequate employment and difficulties in securing and maintaining employment**

## II. The State

- A. The State will make payment for services upon satisfactory completion not exceeding **\$171,719 see attached breakdown** (full amount or \$ x.xx/hr).
- B. The State will pay expenses (ex: \$0.37/mile for consultant mileage, meals at state rates) **as attached**.
- C. Total Contract Amount (Not to Exceed) **\$171,719 see attached breakdown** (total amount A plus B).

## III. Other Provisions

- A. **INDEMNIFICATION PROVISION:** The Consultant 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 proceedings that may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- B. **INSURANCE PROVISION:** 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:
  1. **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 million** 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.
  2. **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 million**.
  3. **Business Automobile Liability Insurance:** The Consultant shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
  4. **Worker's Compensation Insurance:** The Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Consultant shall furnish copies of insurance policies if requested by the State.

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

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

- D. **TERMINATION PROVISION:** 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 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.
- E. **DEFAULT PROVISION:** 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 rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State.
- F. **AMENDMENT PROVISION:** This agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
- G. **VENUE CLAUSE:** 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.
- H. **COMPLIANCE PROVISION:** 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.
- I. **SUBCONTRACTORS PROVISION:** The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. 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.
- J. **DRUG SCREENING:** The Consultant shall be required to submit all employees under this agreement who do not require an escort in a DOC facility to a drug screen prior to commencing any work. The Department of Corrections shall be responsible for the cost of the kit and test results. Any employee of Consultant who fails the drug screen or fails to submit to the testing shall be barred from entering the facility. Consultant should also be aware that any individual who works in a DOC facility may be subject to a random drug test if there is reasonable suspicion as determined by the DOC.



**Department of Corrections  
Adult Reentry Grant  
Rapid City  
Budget & Reimbursement Request Form**

**Catholic Agency - City of Rapid City**

Project Name: \_\_\_\_\_  
Budget Period: January 1, 2018 - December 31, 2018  
Contract Agency: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Period Claimed: \_\_\_\_\_

Budget Category	(#2) Approved Budget	(#3) Previous Drawdowns	(#4) Other Claims	(#5) This Request	(#6) New Fund Balance
Salary	\$32,699.00	\$0.00	\$32,699.00	\$0.00	\$32,699.00
fringe Benefits	\$10,665.00	\$0.00	\$10,665.00	\$0.00	\$10,665.00
Travel (at set rates)	\$1,243.00	\$0.00	\$1,243.00	\$0.00	\$1,243.00
Equipment (computer/printers)	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00
Supplies (postage, supplies at actual cost)	\$1,897.00	\$0.00	\$1,897.00	\$0.00	\$1,897.00
Other (communication equipment, charges, administrative fees)	\$3,720.00	\$0.00	\$3,720.00	\$0.00	\$3,720.00
Flexible Funds	\$25,000.00		\$25,000.00		\$25,000.00
Start Up Housing Assistance	\$25,000.00		\$25,000.00		\$25,000.00
Transitional Housing	\$45,000.00		\$45,000.00		\$45,000.00
Mentorship	\$20,000.00		\$20,000.00		\$20,000.00
Employability Services	\$5,000.00		\$5,000.00		\$5,000.00
<b>PROJECT TOTAL</b>	<b>\$171,719.00</b>	<b>\$0.00</b>	<b>\$171,719.00</b>	<b>\$0.00</b>	<b>\$171,719.00</b>

The undersigned certifies that the cost of services reimbursable to the Provider up to the date of this certificate are not less than the total payments received as claimed by the Provider under the subcontract (including the payments as certified here-with) and that the Provider to the best of his/her knowledge and belief has fully complied with the terms and conditions of the subcontract.

Project Director Signature \_\_\_\_\_

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

Documentation to substantiate claims to be attached.



**Department of Corrections  
Adult Reentry Program & Second Chance Act  
Disbursement Authorization Request  
General Funding Requests (Housing, Flexible, Mentorship, Employability)**

Provider: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Contact: \_\_\_\_\_  
Client Name: \_\_\_\_\_ Parole Agent: \_\_\_\_\_

Service Provided/Requested (Description): Startup Housing

Offender Payment Contribution (if applicable):

Total Estimated Amount Requested:

Comments:

Before requesting a payment for services from the Second Chance Grant, I have verified that other funding sources are not available.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Please provide this authorization request on all invoices for services rendered and submit to:

Dennis Block  
Reentry Program Manager  
PO Box 5911  
Sioux Falls, S.D. 57117  
Phone: 605-367-4497  
Fax: 605-367-5115  
Email: [dennis.block@state.sd.us](mailto:dennis.block@state.sd.us)

2nd Chance Act Local Reentry Task Force Flexible Funds, Housing Funds, Mentorship and Employability Funds

Flexible Funds	1 time	Daily Limit	Maximum cumulative Amount per individual
Used Bicycle	Y		\$25
Bicycle Helmet	Y		\$40
Haircuts			\$40
Personal hygiene products			\$30
Transportation/bus passes/cab fare			\$100
Clothing including uniforms, steel toed boots, interview outfit			\$100
Work tools			\$200
Watch and/or Alarm Clock	Y		\$35
Medical assistance including optical, dental, co-pay, medication			\$500
Gasoline vouchers			\$100
Planners/calendars	Y		\$20
Identification credentials - state issued id, birth certificate	Y		\$25
Other use of Flexible Funds requires preauthorization			
<b>Total Flexible Funds budgeted:</b>			<b>\$25,000</b>
<b>Housing Assistance</b> <i>(requires authorization)</i>			
Start up Housing Assistance - utility deposit, security deposit and rent	Y		\$1,250
<b>Start Up Housing budgeted:</b>			<b>\$25,000</b>
Transitional Housing		\$25/day	\$2,250
<b>Transitional Housing budgeted:</b>			<b>\$45,000</b>
<b>Mentorship Programs</b> <i>(requires authorization)</i>			
<b>Mentorship budgeted:</b>			<b>\$20,000</b>
<b>Employability Services</b> <i>(requires authorization)</i>			
Skills inventory, academic placements, testing, job readiness			
GED preparation and Testing			
<b>Employability Services budgeted:</b>			<b>\$5,000</b>
<b>Total budgeted:</b>			<b>\$120,000</b>



## 2nd Chance Act Contractual Local Site Coordinator

Name/Position	Budget Category	Cash Match	Federal	Total	Location	Host Agency Supervisor	Status
Local Site Coordinator	Salary	33.34% \$10,902	66.66% \$21,797	\$32,699	Rapid City		
	Fringe	\$3,552	\$7,103	\$10,655			
	Travel	\$416	\$832	\$1,248	In Town Rapid City Travel		
	Equipment	\$500	\$1,000	\$1,500	computer, printer		
	Supplies	\$632	\$1,265	\$1,897	software, office supplies, postage		
	Other	\$1,240	\$2,480	\$3,720	desk/cell phone, Administration Fees (\$3,000/site)		
				<b>Total</b>	<b>\$51,719</b>		

JCH Note:  
 33.34% cash match total \$17,244  
 66.66% federal total \$34,476