

**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 6th St</u>	3200 E Highway 34
City/State:	<u>Rapid City SD 57701-2724</u>	Pierre SD 57501
	Referred to as Consultant	Referred to as State

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, 2011** and end on **December 31, 2012**, 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 services providers.

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

- E. The Consultant will manage and may expend local flexible funds as authorized in this agreement (Attachment 2). The use of flexible funds outside the items or amounts listed on Attachment 2 requires state approval (Attachment 3). Flexible funds requiring approval from the state may be expended upon receipt of approval by the State.

The Consultant will provide case management services for Second Chance Act participants and may request funding from the State for direct payment to the service provider for the provision of the following Direct Services.

Start up housing assistance, utility deposit, security deposit and up to two month's rent not to exceed \$1,250 per individual. Start up housing is to assist a participant in establishing permanent housing. Participants who are referred by the Consultant for startup 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.

Transitional housing not to exceed \$50 per day and a maximum cumulative amount per individual of \$4,500. Transitional housing is temporary housing 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. Participants, if able, should pay a portion of the cost of transitional housing.

Mentorship Programs. The consultant may refer a participant to 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.

Employability Services including skills inventory, academic placements, testing, job readiness, GED preparation and testing. 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.

Consultant request for funding from the State for the provision of Direct Services will be done through submission of an authorization request (Attachment 3) and will include information indicating if the State is requested to make a direct payment to the service provider or if the service provider will invoice the State for the service. Direct Service provider information must be provided to the State and the direct service provider must have a W-9 on file with the State before the State can make payment.

In providing the services identified above, the Provider agrees to abide by the following provisions and processes.

1. Services provided under this agreement are limited to participants enrolled in the 2nd Chance Act Program.
2. The Consultant will coordinate case management services, expenditure of flexible funds and referral for Direct Service provision with the participant's assigned parole agent.
3. The Consultant shall participate in state training, orientation, case meetings and staff meetings as requested by the state.
4. The Consultant will provide, at least monthly, a brief update to the participant's parole agent that documents the offender's involvement with the Consultant in the provision of reentry services.
5. The Provider agrees to submit to the Reentry Program Manager an itemized invoice for flexible funds expended within 30 days following the end of the month. The invoice shall document by offender the services, dates of services and authorizations for services as required in section I. E.

II. The State

- A. The State will make payment for services upon satisfactory completion not exceeding **\$79,296** (full amount or \$ x.xx/hr).
- B. The State **will** pay expenses (ex: \$0.37/miles for mileage, meals at state rates).
- C. Total Contract Amount (Not to Exceed) **\$79,296 see attached breakdown** (total amount A plus B).
- D. The State will provide shared supervision of the Local Site Coordinator.

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. **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.
3. **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. OTHER:

1. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the undersigned below 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.
2. 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.
3. 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.
4. Attached appendices of approval and funding flowcharts are pursuant to this agreement.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

State

By: _____
Name

Title

Date

Consultant

By: _____
Name

Mayor
Title

March 8, 2011
Date

By: _____
Name

Chief Financial Officer
Title

March 8, 2011
Date

Attachment 2
Second Chance Act Local Reentry Task Force Flexible Funds

Flexible Funds	1 time	Daily Limit	Maximum cumulative Amount per individual	
Used Bicycle	Y		\$25	
Bicycle Helmet/Bicycle Safety Equipment			\$70	
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		\$100	
Other use of Flexible Funds requires preauthorization				
Total Flexible Funds budgeted:				\$25,000

**DEPARTMENT OF CORRECTIONS
Rapid City Adult Reentry Grant
Budget & Reimbursement Request Form**

MONTH: _____

Recipient Organization: City of Rapid City
300 6th St
Rapid City SD 57701

Project Title: Rapid City Reentry Project
Budget Period: January 1, 2011 - December 31, 2011
Project Amount: \$79,296.00

	(#2)	(#3)	(#4)	(#5)	(#6)
Budget Category	Approved Budget	Previous Drawdowns	Current Balance	This Request	New Fund Balance
		Total of all previous funds received	Column #2 minus Column #3	Amount requested today	Column #4 minus Column #5
Salary	36,000.00				
Fringe Benefits	10,655.00				
Travel \$0.37/mile; state per diem rates	1,248.00				
Supplies (postage, supplies actual cost)	1,897.00				
Flexible Funds	25,000.00				
Other (phone)	720.00				
Admin (5% of total above)	3,776.00				
PROJECT TOTAL	79,296.00				

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 this subcontract (including the payment as claimed herewith) and the Provider to the best of his knowledge and belief has fully complied with the terms and conditions of the subcontract.

Project Director Signature

Date

Department of Corrections
Adult Reentry Program & Second Chance Act
Disbursement Authorization Request

Parolee/Inmate Name:

Parole Agent:

Provider:

Address:

Contact:

Phone:

Email Address:

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:

Date:

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

Chad Straatmeyer
Reentry Program Manager
PO Box 5911
Sioux Falls, S.D. 57117
Phone: 605-367-6007
Fax: 605-367-5785
Email: chad.straatmeyer@state.sd.us

Pre –Authorized Flexible Funding Flowchart

Second Chance Eligible Offender has an identified need that is covered by Preauthorized Flex Funding in Contract.



Rapid City pays for service with credit card.



Rapid City sends in invoice w/claim sheet monthly for reimbursement.

Flexible Funds/Emergency Funds Flowchart

Second Chance Eligible Offender has an identified need that is not covered by Preauthorized Flex Funding in Contract.

Rapid City requests authorization from Reentry Grant Manager using Attachment #3 in Contract.

Reentry Grant Manager reviews Attachment #3 and notifies Rapid City of approval/denial.

Reentry Grant Manager scans approval paperwork to Rapid City.

Rapid City upon receipt of approval pays for service/needs with credit card.

Rapid City sends Invoice/claim sheet, with attached approval forms, monthly for reimbursement.

Startup Housing/Transitional Housing Flowchart

Second Chance Eligible Offender has an identified need for Startup Housing/Transitional Housing Assistance.



Rapid City Reentry Coordinator requests authorization from Reentry Grant Manager using Attachment #3 in Contract.

(Attached to authorization request is a W-9 filled out by the provider/landlord, copy of an invoice/lease agreement/rental agreement)



Reentry Grant Manager reviews request and notifies Rapid City of approval/denial of request.



Reentry Grant Manager sends scanned copy of approval documents to DOC accounting office, Parole Agent, Rapid City Coordinator.



DOC accounting office adds providers/landlords as vendors using the W-9 (This step is only needed if the provider/landlord is not on the approved vendor list)



DOC accounting office processes payment and mails check to provider.