

**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, 2013** and end on **December 31, 2013**, 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 **\$80,856.00**.
- A. The State **will** pay expenses (ex: \$0.37/miles for mileage, meals at state rates).
- B. Total Contract Amount (Not to Exceed) **\$80,856.00 see attached breakdown** (total amount A plus B).
- C. 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. In the event a substantial change in insurance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. The Consultant shall furnish copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this Agreement.

- 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.

