

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF CHILD PROTECTION  
DIVISION OF ECONOMIC ASSISTANCE**

AMENDMENT # 1

Contract # **13-0842-522**

Service PO #

Vendor # 521845651

Travis Hallock, Executive Director  
Youth Services International  
Chamberlain Academy  
PO Box 367  
Chamberlain, SD 57325

State of South Dakota  
Department of Social Services  
**DIVISION OF CHILD PROTECTION**  
**DIVISION OF ECONOMIC ASSISTANCE**  
700 Governors Drive  
Pierre SD 57501-2290

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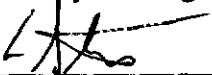
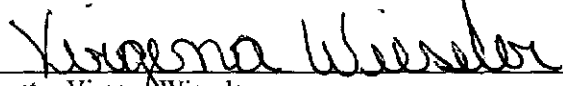
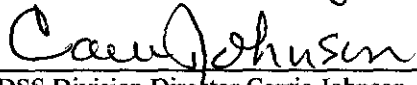
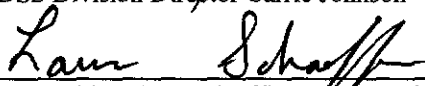

Referred to as Provider

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Referred to as State

1. This agreement is amended between the Provider and the State effective for services provided on or after June 1, 2012 to change the following and shall be attached to the original Provider contract. All other terms and conditions of this contract remain unchanged.
  
2. Page 1, Section C is changed from: C. The TOTAL AMOUNT of this agreement will not exceed \$1,006,741.00.  
to read:  
  
C. The TOTAL AMOUNT of this agreement will not exceed \$1,060,000.00.

3. AUTHORIZED SIGNATURES: In witness hereto, the parties signify their agreement by affixing their signatures hereto.

	6/28/13
Provider Signature	Date
	6-5-13
State- DSS Division Director Virgena Wieseler	Date
	6/4/13
State- DSS Division Director Carrie Johnson	Date
	6/4/13
For State - DSS Chief Financial Officer Brenda Tidball-Zeltinger	Date
	6/6/13
State - DSS Secretary Kim Malsam-Rysdon	Date

State Agency Coding:

Company	1000/2004	1000		
Account	526250	5206250		
Center Req	0842430	0822300		
Center User	IVE/TANF/ OWN/XX			
Dollars	\$648,000.00	\$412,000.00		
CFDA #				

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF CHILD PROTECTION  
DIVISION OF ECONOMIC ASSISTANCE**

**Purchase of Services Agreement  
Between**

Youth Services International  
Chamberlain Academy  
PO Box 367  
Chamberlain, SD 57325-0367

State of South Dakota  
Department of Social Services  
DIVISION OF CHILD PROTECTION  
DIVISION OF ECONOMIC ASSISTANCE  
700 Governors Drive  
Pierre, SD 57501-2291

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Referred to as Provider

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Referred to as State

The State hereby enters into a vendor-type contractual agreement for procurement of goods or services. While performing services hereunder, Provider is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. PROVIDER'S South Dakota Vendor Number is 1211247.
2. PERIOD OF PERFORMANCE:  
This agreement shall be effective as of June 1, 2012 and shall end on May 31, 2013, unless sooner terminated pursuant to the terms hereof.
3. PROVISIONS (add an attachment if needed) :
  - A. The Purpose of this agreement is to:  
Provide Group Care for youth in the custody of the Department of Social Services. Provide an appropriate education program for youth.
  - B. The Provider agrees to:  
Maintain licensure for the purpose of providing twenty-four hour care for children experiencing family and interpersonal conflicts, who are unable to tolerate a family setting, and whose needs require on-going group and individual counseling in a structured program utilizing facility-based services. Included in the costs are the administration and operation of a program to provide food, clothing, shelter and routine supervision. For this service the Provider will use procedure code 08-010. Refer to Contract Addendum for additional Provider requirements.  
  
Ensure that the education program is accredited or approved by the Department of Education and the educational services are provided in accordance with all applicable South Dakota Department of Education and Auxiliary Placement Administrative Rules and Codified Laws.
  - C. The **TOTAL AMOUNT** of this agreement will not exceed \$1,006,741.00, which includes \$594,741.00 for group care and \$412,000.00 for the tuition funding for all youth eligible for the Auxiliary Placement Program including youth in the custody of Department of Corrections, DSS Child Protection and Tribal Court.

Daily service rate per day: \$142.94

Auxiliary placement rate per full school day of at least 5.5 hours of instructional time: \$52.85. School day less than 5.5 hours of instructional time ½ of the rate: \$26.42

**4. BILLING:**

Provider agrees to prepare and submit a bill for services within 30 days following the end of the month in which services were provided. If the provider cannot submit a bill within the 30-day timeframe, a written request for an extension of time must be provided to the State. If a bill has not been received by the State, the State reserves the right to refuse payment.

An exception to this is when a provider is waiting for program/funding eligibility determination and billing cannot be made within 30 days. Valid adjustments and/or voiding of claims can continue to occur past the 30-day timeframe.

**5. TECHNICAL ASSISTANCE:**

The State agrees to provide technical assistance regarding Department of Social Services' rules, regulations and policies to the Provider and to assist in the correction of problem areas identified by the State's monitoring activities.

**6. LICENSING AND STANDARD COMPLIANCE:**

The Provider agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Provider's failure to ensure the safety of all individuals served is assumed entirely by the Provider.

**7. ASSURANCE REQUIREMENTS:**

The Provider agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, and American Recovery and Reinvestment Act of 2009 as applicable.

**8. RETENTION AND INSPECTION OF RECORDS:**

The Provider agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Provider shall retain such records for six years following termination of the agreement. If such records are under pending audit, the Provider agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement.

All payments to the Provider by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this agreement shall be returned to the State within thirty days after written notification to the Provider.

**9. COST REPORTING REQUIREMENTS:**

☐ The provider agrees to submit a cost report in the format required by the State, and is due four months following the end of the provider's fiscal year.

or

☐ No reporting is required.

**10. TERMINATION:**

This Agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice. On termination of this agreement all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

**11. FUNDING:**

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 reduction, 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.

**12. AMENDMENTS:**

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.

**13. CONTROLLING LAW:**

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.

**14. SUPERCESSION:**

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.

**15. SEVERABILITY:**

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.

**16. NOTICE:**

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 Division being contracted with on behalf of the State, and by the Provider, 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.

**17. SUBCONTRACTORS:**

Provider may not use subcontractors to perform the services described herein without the express prior written consent of the State. Provider 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. Provider 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.

**18. HOLD HARMLESS:**

The Provider 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 the result of performing services hereunder. This section does not require the Provider to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

**19. INSURANCE:**

Before beginning work under this Agreement, Provider 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, issuance of a new policy, cancellation or nonrenewal of the policy, the Provider agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Provider shall furnish copies of insurance policies if requested by the State.

**A. Commercial General Liability Insurance:**

Provider shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 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:**

Provider shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

**C. Workers' Compensation Insurance:**

Provider shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

**D. Professional Liability Insurance:**

Provider agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

**20. CONFLICT OF INTEREST**

Provider agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**

Provider certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

## 22. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

  
 Provider Signature

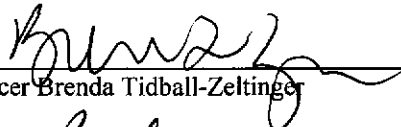
 6/5/12  
 Date

  
 State- DSS Division Director Virgena Wieseler


 5-14-12  
 Date

  
 State- DSS Division Director Carrie Johnson

 5-15-12  
 Date

  
 State - DSS Chief Financial Officer Brenda Tidball-Zelinger

 5/15/12  
 Date

  
 State - DSS Secretary Kim Malsam-Rysdon

 5/23/12  
 Date

## State Agency Coding:

CFDA#				
Company	1000/2004	1000		
Account	5206250	5206250		
Center Req	0842430	0822300		
Center User	IVE/TANF/ OWN/XX			
Dollar Total	\$594,741.00	\$412,000.00		

 DSS Program Contact Person Judy Hoscheid / Doyle Charron  
 Phone 605 773-3448 / 605 773-3227

 DSS Fiscal Contact Person Patty Hanson  
 Phone 605 773-3586

 Provider Program Contact Person \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Provider Program Email Address \_\_\_\_\_

 Provider Fiscal Contact Person \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Provider Fiscal Email Address \_\_\_\_\_

**GROUP CARE CENTER FOR MINORS  
CONTRACT ADDENDEUM**

1. The Provider shall provide Group Care for youth that are referred for services and accepted by the Provider in accordance with the Provider's written intake criteria.
2. The Provider will develop a treatment plan for each youth referred and accepted. The treatment plan will be established by the Provider within 30 days of admission to the program. The treatment plan will be reviewed no less than once every 90 days. The provider will notify the State if the provider believes there has been a change of circumstances that requires a re-evaluation of the case service plan, with the treatment plan update sent to the Department of Social Services.
3. The Provider will submit monthly progress reports in a timely manner and if not submitted, payment will be delayed until the monthly report is received.
4. The Provider agrees to follow the Department's Incident Reporting Protocol for youth in the custody of the Department of Social Services who experiences a significant incident, including any runs from the facility.
5. The Provider will make arrangements for the emergency medical coverage for youth referred and accepted by the provider. The Provider will notify the State regarding the emergency immediately.
6. The Provider will agree to arrange a treatment team meeting with the Department of Social Services prior to requesting the removal of a youth in the Department's custody who has not completed the treatment program.
7. The Provider agrees to promptly notify the State if there is any change in the provider's name or address, or if there is a change of ownership or corporate entity of the provider.
8. The Provider will notify the State if the facility status changes so that it becomes a facility operated exclusively for the detention of children who are determined to be delinquent, such as a detention facility, forestry camp, or a training school.
9. The Provider will not receive payment without a signed contract returned to the State.
10. Extraordinary Need Requests for 1:1 ratio with a youth will be paid at a rate up to \$24 dollars per hour and must have prior approval from the State.
11. The Provider must submit restraint and seclusion data quarterly and timely due by the 15<sup>th</sup> day of the month immediately following the most recent reporting period.