

Final 5-30-08

OMS AGREEMENT

THIS OMS AGREEMENT is dated for reference the third day of June 2008.

BETWEEN:

SYSCON JUSTICE SYSTEMS, INC., having a place of business at 110 Blue Ravine Road, Suite 162, Folsom, CA 95630;

(hereafter "Syscon")

AND:

SOUTH DAKOTA DEPARTMENT OF CORRECTIONS, having a place of business at 3200 East Highway 34, Pierre, SD 57501

(hereafter the "State")

WHEREAS:

- A. The State, through its Department of Corrections, issued a request for proposals number RFP 23704 for an offender management system (the "RFP");
- B. Syscon provided a response to the RFP dated August 24, 2007 and a revised response and a revised cost proposal, each dated November 14, 2007 (the November 14, 2007 documents along with the May 8, 2008 Functional Requirement Matrix are collectively the "Bid") and the State has determined that it will enter into this agreement with Syscon pursuant to the RFP and the Bid; and
- C. Syscon will provide to the State the computer software and related services described in this agreement on the terms and conditions set out herein.

IN WITNESS WHEREOF the parties have agreed as follows:

1. DEFINITIONS

1.1 Definitions In this agreement, the following terms have the meaning assigned to them as follows:

- a) "Development Services" means all services to be provided by Syscon to the State described in item B above, other than Support Services, and includes preparation and modification of the Project Charter, pre-implementation analysis and other requirements definition, software installation, modifications to the software, data conversion, testing, training and implementation.
- b) "OMS Project" means, collectively, the delivery to the State of the offender management system contemplated by the RFP and the Bid, as it may from time to time be modified by the Project Charter.
- c) "Product" means the software application programs (in object code form) known as the TAG Offender Management System including any enhancements or modifications thereto and related materials and documentation.
- d) "Application Package" means the Product together with the Oracle Programs and Database.

- e) "Project Charter" means the document or documents, when signed by authorized representatives of both parties, contemplated by paragraphs 2.2 and 2.3.
- f) "Support Services" means the services described in the Customer Support Agreement attached hereto as Attachment 2.
- g) "Software Licenses" means collectively the TAG Software License Agreement in the form attached hereto as Attachment 1 and the Oracle Sublicense Agreement in the form attached hereto as Attachment 3.
- h) "The Bid," means the revised response and cost proposal provided by Syscon, which is dated November 14, 2007, further clarified in the Functional Requirement Matrix, dated May 8, 2008 attached to the Bid (attachment 4).
- i) "Source Code" means all source code of the TAG Software, together with all commentary and other materials supporting, incorporated into or necessary for the use of such source code, including all supporting configuration, documentation, and other resource files and identification by Syscon and version number of any software (but not a license to such third-party software) used in connection with the source code and of any compiler, assembler, or utility used in generating object code.
- j) "Acceptance" means the earlier of: 1) the State's written notice of acceptance of the Application Package or, (2) the first day upon which the State commences Live Processing of all modules of the Application Package. "Live Processing" means that the Application Package is installed in all facets (Production and Test), brought on line, and used to perform or process the State's data or business functions in actual operations.

2. SCOPE

2.1 Scope The OMS Agreement is the primary governing contract and the following attachments are incorporated into and form part of this agreement:

<u>Attachment Number</u>	<u>Description</u>
1	TAG Software License Agreement
2	Customer Support Agreement
3	Oracle Sublicense Agreement
4	The Bid
5	Project Charter which encompasses the work plan/project plan/payment schedule

2.2 Project Charter Upon execution of this agreement, Syscon will promptly begin preparation of a project charter that will set out the various aspects of the OMS Project including:

- (a) the planned scope and deliverables;
- (b) respective responsibilities of the parties;
- (c) testing and acceptance criteria;
- (d) go-live procedures; and
- (e) change management.

The Project Charter whether in the form of a single document or including additional documents developed pursuant thereto, forms part of and is incorporated into this

agreement and, at any particular time, the then current Project Charter will be Attachment 5 to this agreement.

2.3 Evolving Charter The parties acknowledge that the Project Charter will be developed and modified over the course of the OMS Project as a version controlled document and further documents, such as a pre-implementation plan and one or more project plans will be developed pursuant to the Project Charter. The parties will, as circumstances require, indicate their acceptance of the Project Charter by signing the applicable document or documents. Neither the initial project charter nor any amendment or document ancillary thereto will have any force or effect unless signed by both parties.

2.4 Change Orders All material changes to the scope, deliverables, responsibilities of the parties, schedule, cost or other material aspect of the OMS Project will be negotiated, signed by both parties, and agreed in accordance with the change management and escalation process to be included in the Project Charter.

3. DELIVERABLES

3.1 Deliverables Syscon will, in accordance with the Project Charter, provide to the State the Development Services, Software Licenses and Support Services.

3.2 Interim Software License Syscon hereby grants to the State an interim, non-exclusive, non-transferable license that permits the South Dakota Department of Corrections to use the Product for evaluation, testing, training and the live processing of data within the State adult prison system, the State adult parole system and the State juvenile corrections system. The interim license hereby granted will be governed, during the term thereof, by the terms and conditions of the TAG Software License Agreement attached as Attachment 1. The State will use the Interim License until they are granted the permanent license following each Go-Live period.

3.3 Term of Interim License Unless otherwise agreed in accordance with paragraph 2.2 hereof, the license granted under paragraph 3.2 hereof will expire, without further act on the part of either party, on October 1, 2010.

3.4 Oracle Sublicense Upon payment by the State of the initial \$500,000 payment contemplated by paragraph 4.2, Syscon will execute and deliver to the State a license to use certain software owned or licensed by Oracle Corporation in the form attached hereto as Attachment 3. The State will promptly thereafter execute and deliver to Syscon a duly signed copy of the Oracle Sublicense Agreement.

3.5 Development Services Upon execution of the Project Charter, Syscon will provide the Development Services at the times and in the manner therein specified.

3.6 Software License Subject to the payments described in part 4 of this agreement having been made when due, and at the time or times set out in the Project Charter, Syscon will:

- (a) execute and deliver to the State a license to use the Product in the form attached hereto as Attachment 1. The State will promptly thereafter execute and deliver to Syscon a duly signed copy of the Software License Agreement; and
- (b) execute and deliver to the State an acknowledgement that the license granted to the particular User Group (as defined in the Software License Agreement) has become effective.

3.7 Support Services Following Go-Live (as that term is defined in the Customer Support Agreement), Syscon will provide to the State the support and maintenance services described in the Customer Support Agreement, Attachment 2.

4. FEES, CHARGES AND PAYMENTS

4.1 Fees For the deliverables described in part 5 of the Bid (Attachment 4), the State will pay to Syscon an amount not to exceed \$4,904,940.00.

4.2 Payment Schedule The State will pay Syscon \$500,000.00 following acceptance of the initial Project Charter by the State and Syscon. The remaining amount, not to exceed \$4,404,940.00, will be paid in increments based on deliverables identified in the milestones and payment schedule to be included in the Project Charter.

4.3 Other Charges In addition to the amount described in paragraph 4.1, the State will pay to Syscon such other amounts as may become payable pursuant to part 3 of the Customer Support Terms.

4.4 Taxes The State of South Dakota is exempt from taxes and shall not be charged or assessed any sales, use, withholding or excise taxes, or any other assessments against the State in the nature of taxes, duties or charges however designated on the deliverables contemplated by paragraph 3.1. To the extent that Syscon incurs any taxes, including the foregoing taxes or those based on the income of Syscon, taxes are the exclusive obligation of Syscon.

4.5 Changes to Fees or Payments Any changes to the amounts payable to Syscon hereunder or the amount or timing of the installment payments will be negotiated, signed by both parties, and agreed in accordance with the change management process to be included and recorded in the Project Charter.

4.6 Late Payment If the State fails to make any payment to Syscon when due, Syscon may, at its option, suspend the performance of its obligations until payment is made provided that Syscon first gives written notice to that effect to the State, and may pursue any other remedies it may have at law or under this agreement.

4.7 Late Deliverables If Syscon fails to meet deliverable milestones as outlined in the Project Charter, the State may, at its option withhold payment until the deliverables are reached, provided that the State first gives written notice to that effect to Syscon, and may pursue any other remedies it may have at law or under this agreement.

5. Contract Terms and Conditions

5.1 Conditions and Termination

- a) The Vendor (Syscon) Syscon will perform those services described in the Bid and Project Charter, which will be attached to the agreement as Attachment 4 and 5 and incorporated herein by reference.
- b) Contract Commencement and Termination The services to be provided under the Agreement shall commence and terminate on mutually agreed upon dates. This agreement will come into force upon execution and delivery by both parties and will continue in force until the mutually agreed upon termination date or termination as set forth in part 5 of this Agreement and any additions in Attachment 1 and 3.
- c) Indemnity Provision Syscon 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 Syscon to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

d) Insurance Provision Syscon, 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:

Syscon shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 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:

Syscon shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

3) Worker's Compensation Insurance:

Syscon shall procure and maintain workers' compensation and employers' liability insurance as required by state laws.

Before beginning work under this Agreement, Syscon 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. Syscon shall furnish copies of insurance policies if requested by the State.

e) Independent Contractor While performing services hereunder, Syscon is an independent contractor and not an officer, agent, or employee of the State of South Dakota. As such, Syscon agrees not to use State equipment, supplies, and facilities unless otherwise agreed to.

f) Reporting of Injury Syscon agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Syscon or the State to liability. Syscon shall report any such event to the State immediately upon discovery.

Syscon'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. Syscon'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 Syscon to report any event to law enforcement or other entities under the requirements of any applicable law.

g) Termination Provision This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event Syscon 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 Syscon at the time of termination may be adjusted to cover any additional costs to the State because of Syscon'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. In the event of termination, Syscon shall deliver to the State all reports, plans, specifications, technical data, and all other information completed prior to the date of termination. If after the State terminates for a default by Syscon and it is determined that Syscon was not at fault, then Syscon shall be paid for eligible services rendered and expenses incurred up to the date of termination.

In addition to the provisions for termination set out above, this agreement will terminate in the event that:

1) Syscon becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for Syscon, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against Syscon and it is not dismissed within 30 days following commencement thereof;

2) The State:

- A. Makes use of the Product or the software governed by the Oracle Sublicense Agreement other than as permitted in the applicable Software License;
- B. Breaches the prohibition against disclosure of confidential information set out in part 6 hereof.
- C. Fails to make payment of any installment payment or other amount payable when due, provided that Syscon has first given the state not less than thirty days written notice of its intention to rely on this clause, which notice may not be given with respect to any particular payment or amount until sixty (60) days following the date the particular amount became due.
- D. Breaches prohibition against reverse engineering, disassembling or recompilation the Application Package (or any portion thereof) or develops derivative works thereof.

In the event of termination of this agreement by Syscon, Syscon shall provide 30 days written notice to the State of its intent to exercise termination of this agreement.

In the event of termination of this agreement by the State for reason other than default by Syscon, the State agrees that any accrued but unpaid charges, payments and expenses as described in the Project Charter up to the date of termination shall be payable by the State.

These rights of termination shall be in addition to all other rights and remedies available to the parties.

- h) 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 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.

- i) 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.
- j) Controlling Law Provision 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.
- k) Compliance with Regulations Syscon 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.
- l) Vendor Hiring Provision and Eligibility of Employees Syscon may not use subcontractors to perform the services described herein without the express prior written consent of the State. The State reserves the right to reject any person from the project presenting insufficient skills or inappropriate behavior.

Syscon 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. Syscon 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.
- m) Communication Notice Requirements Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth on page one of this agreement. Notices shall be given by and to the South Dakota Department of Corrections Director of Operations on behalf of the State, and by the General Manager, on behalf of Syscon, 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.
- n) Severability Provision 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.
- o) Supersession Provision 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.
- p) IT Standards Syscon warrants that the software developed or purchased for the State will be in compliance with the BIT Standards for security, file naming conventions, executable module names, Job Control Language, systems software version and release levels, temporary work areas, executable program size, forms management, network access, tape management and job stream procedures prior to the installation and acceptance of the final project. BIT hardware and software standards can be found at <http://www.state.sd.us/bit/MainFrame/MGMT/MGMTMain.htm>. For this project, the exceptions allowed are Oracle database 10g2 and the Oracle Application Servers. Both

parties must mutually agree upon subsequent revisions to the BIT Standard exception list in writing.

- q) Conflict of Interest The undersigned on behalf of Syscon states to the best of its knowledge, information and belief that no state employee or officer is directly or indirectly interested in this contract except for the extent authorized by SDCL 5-23-14.

6. NON-DISCLOSURE

6.1 Non-Disclosure During the course of the OMS Project or otherwise, a party (the "Disclosing Party") may disclose certain proprietary or confidential information to the other party (the "Recipient") or its employees, agents or consultants. The proprietary or confidential information may be oral or written, may be of a technical or commercial nature, may take the form of software (including, in the case of Syscon, the Product), plans, drawings, processes, formulae, schedules, reports, projections, analyses, programs, prints, recordings, lists or other compilations of information, and may relate to the Disclosing Party, its vendors, agents, employees or customers. All such proprietary information and confidential information is herein collectively called the "Confidential Information".

All Confidential Information obtained by the Recipient shall be considered confidential and shall not be disclosed by the Recipient to any person without the prior written consent of the Disclosing Party or except as may be required by law or a court of competent jurisdiction.

6.2 Exceptions The restrictions on disclosure set out in paragraph 6.1 do not apply to:

- (a) information which at the time of disclosure was in the public domain as evidenced by a printed publication or otherwise;
- (b) information which after disclosure becomes part of the public domain by publication or otherwise, other than by action of the Disclosing Party;
- (c) information which was in the possession of the Recipient at the time of disclosure by the Disclosing Party and was not previously acquired, directly or indirectly, from the Disclosing Party; or
- (d) information which the Disclosing Party rightfully receives from an independent third party who did not receive such information, directly or indirectly, from the third party with any limitation or restriction on its use.

In addition, Syscon acknowledges that the State of South Dakota and all of its departments and agencies are public entities and thus are bound by South Dakota open meetings and open records laws. No good faith attempt by the State to comply with South Dakota open meetings or open records statutes by disclosure of information under and pursuant to such statutes shall constitute a violation of the obligations imposed by part 6 of this agreement provided that the State provides Syscon with 10 business days notice of any request or proposal to make disclosure under such laws where the disclosure would involve any aspect of all or any part of the Application Package (other than offender data or other data of the State) in order to permit Syscon to object to such disclosure.

6.3 Confidentiality of Information Both parties agree that all officers, agents, vendors and employees will not, at any time, either directly or indirectly, communicate to any person, firm, or corporation or public entity, in any manner whatsoever, any information concerning any matters affecting or relating to the business, records, or other business data of the State that may be obtained in the course of performing this Agreement. If work assignments performed in the

course of this Agreement require additional security requirements or clearance, Syscon will be required to undergo investigation.

6.4 Survival The terms of this part 6 will survive the expiration or termination of this agreement.

7. PROPERTY RIGHTS

7.1 Work Products Syscon hereby acknowledges and agrees that all reports, plans, specifications, technical data (other than relating to the design of the Product or the Oracle Programs), miscellaneous drawings, agreements and all information contained therein provided either by the State to Syscon or by Syscon to the State in connection with Syscon's performance under this Agreement shall belong to and is the property of the State and will not be used in any way by Syscon without the written consent of the State.

Papers, reports, forms or other material (other than the Product and any modifications or enhancements thereto) which are a part of the work under this Agreement will not be copyrighted without written approval of the State. The State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, the work for government purposes, subject always to the restrictions on disclosure set out in Part 6 of this agreement.

7.2 Intellectual Property Any ideas, concepts, know-how, techniques or software developed during the term of this Agreement are the exclusive property of Syscon. All physical media provided pursuant to this Agreement shall be and remain the property of the State of South Dakota. This Agreement does not grant the State of South Dakota any proprietary or intellectual property rights, title or interest in or to the Product or any modifications thereto, except as specifically granted herein.

7.3 Ownership The State of South Dakota acknowledges that all copies of the Application Package in any form provided by Syscon or made by the State are the sole property of Syscon and its suppliers. The State shall not have any right, title or interest to any Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and documentation consistent with maintenance of Syscon's proprietary rights therein.

8. WARRANTIES AND LIMITATION OF LIABILITY

8.1 Warranty for Services and the Product Syscon warrants that the Application Package, all Developmental Services and Support Services will be provided in good and workmanlike manner and in accordance with the Project Charter. EXCEPT AS SET FORTH IN THIS SECTION AND SECTION 6 of the TAG Software License Agreement (Attachment 1), FOLLOWING THE 90-DAY WARRANTY PERIOD FROM GO-LIVE OF EACH USER GROUP IMPLEMENTATION PHASE, SYSCON MAKES NO OTHER EXPRESS WARRANTIES WITH RESPECT TO ITS WORK SERVICES OR WORK PRODUCT HEREUNDER.

8.2 LIMIT OF LIABILITY Syscon shall only be liable for direct damages to the State or arising out of any claim against the State by any party arising out of this Agreement, the Application Package or performance of Syscon's obligations under this Agreement but Syscon shall not be liable for indirect, consequential, exemplary, incidental or special damages or for lost profits, lost business revenue or other commercial or economic loss.

8.3 Limitation Period No action arising out of this Agreement may be brought by the State of South Dakota against Syscon more than six years after the date of the occurrence giving rise to the claim.

9. ADDITIONAL TERMS

9.1 Force Majeure: Neither party shall be responsible for any failure to perform hereunder due to unforeseen circumstances or causes beyond the non-performing party's reasonable control, including, without limitation acts of God, war, riots, embargoes, acts of government, civil or military authorities, catastrophe, fire, floods, accidents, strikes, shortages of transportation, facilities, fuel, energy, labor or material acts of a public enemy.

9.2 Assignment Neither party may assign its rights, duties or obligations under this agreement, without the prior written consent of the other, which consent shall not be unreasonably withheld.

9.3 SOURCE CODE ESCROW:

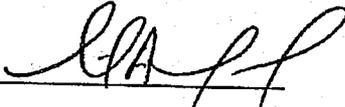
- a) Deposit in Escrow Within ninety (90) days of the Agreement effective date, Syscon shall deposit the Source Code for the software with a nationally recognized software escrow company (subject to the approval of the State not to be unreasonably withheld) (the "Escrow Agreement"). Within thirty (30) days after delivery to the State of any major update, Syscon shall deposit the Source Code for such update with the Escrow Agent pursuant to the Escrow Agreement. For all other updates, Syscon shall deposit the Source Code for such updates on a semiannual basis with the Escrow Agent pursuant to the Escrow Agreement.

The parties agree that the Escrow Agreement is an "agreement supplementary to" the Agreement as provided in Section 365(d) of Title 11, United States Code (the "Bankruptcy Code"). Immediately upon termination of this Agreement, the Source Code shall be released back to Syscon.

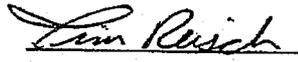
- b) Conditions for release The State will have the right to obtain the Source Code in accordance with and subject to the terms and conditions of the Escrow Agreement provided that all of the following three conditions are met (collectively a "Release Event"):
- I. Syscon winds down its business or liquidates its business under a Chapter 7 Bankruptcy proceeding or discontinues maintenance and support of the Software,
 - II. No entity has succeeded to Syscon's obligations to provide maintenance and support on the Software in accordance with the Agreement in effect between the parties, and
 - III. The State is not in breach of its obligations under the Agreement.
- c) Source Code In no event shall the State have the right to use the Source Code "barring a release event" for any purpose, and the State is specifically prohibited from using the Source Code to reverse engineer, develop derivative works or to sublicense the right to use the Source Code to any other person or entity for any purpose. The State will also be obligated to treat the Source Code as Confidential Information of Contractor under the Agreement.
- d) The cost for establishing and maintaining the Escrow Account will be the liability of the State.

IN WITNESS WHEREOF the parties have executed this agreement as of the date set out at the beginning of this agreement.

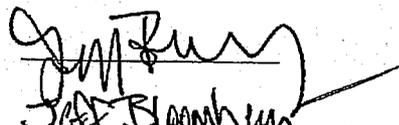
For Syscon Justice Systems, Inc.:

Signed: 
Name: DANIELA CRAWFORD
Title: GENERAL MANAGER
Date: 6 JUNE, 2008

For the State of South Dakota:
DOC

Signed: 
Name: Tim Reisch
Title: Secretary of Corrections
Date: 6-16-2008

BOA

Signed: 
Name: Jeff Blomberg
Title: Commissioner
Date: 6-09-08

BIT

Signed: 
Name: OTTO DALL
Title: COMMISSIONER
Date: 6-10-08



08-1800-018
STATE OF SOUTH DAKOTA
CONTRACT/LETTER OF AGREEMENT
FOR SERVICES BETWEEN

RECEIVED

JUN 18 2007

DEPT. OF CORRECTIONS

Consultant: Lutheran Social Services
Address: 705 E 41st St Ste 200
City/State: Sioux Falls SD 57105-6048

Department of Corrections
500 E Capitol Ave
Pierre, SD 57501-5070

Referred to as Provider

Referred to as State

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

I. THE PROVIDER:

- A. The Provider services on this agreement shall commence on **July 1, 2007** and end on **June 30, 2008**, unless sooner terminated pursuant to the terms hereof.
- B. While performing services hereunder, the Provider is an independent contractor and not an officer, agent or employee of the State of South Dakota.
- C. The Provider will use state equipment, supplies or facilities. The Provider's Employer Identification Number is 460224731.
- D. The Provider agrees to provide the following services to the State: Three full-time Contractual Juvenile Corrections Agent services in the Mobridge and Sisseton areas for youth under the jurisdiction of the State consistent with the following:
 1. Contractual Juvenile Corrections Agent services include conducting intake, classification and case management responsibilities consistent with DOC operational memoranda; performing curfew, school and at home checks; arranging, monitor and/or supervising community service work; referring youth to resources available in the school and community and monitoring their progress; transporting youth; working individually with youth to improve decision making, social skills, employability and coping skills.
 2. The Contractual Agents perform urinalysis testing and install, remove and respond to monitoring services. Contractual Agents are also required to work with parents to develop their ability to supervise and guide their children.
 3. The Contractual Agents will complete an Aftercare Contract with the youth and family prior to the youth's release to Aftercare. The Contractual Agents will keep detailed records of youth, family and collateral contacts. Contractual Agents will initiate Incident Reports and intermediate sanctions for every violation of Aftercare. Reassessments of youth will occur in accordance with DOC operational memoranda. Case files for youth referred by the State shall be subject to review and/or revision by the State at any time.
 4. The Contractual Agents will immediately notify the Juvenile Corrections Agent Supervisor of any major violation of a youth's aftercare contract, any conditions which pose a community risk and any adverse contacts with youth, parents, schools, services providers or the media, in accordance with DOC policies.
 5. The Contractual Agents will contact the Juvenile Corrections Agent Supervisor to recommend revocation of Aftercare and provide all needed documentation to support the recommendation.
 6. The Contractual Agents will provide weekly staffing progress reports to the Juvenile Corrections Agent Supervisor.

7. Individual case files shall be maintained in a secure area, in a locked file cabinet, safe or its equivalent. The Provider will keep all records for youth referred under this contract confidential and not subject to disclosure, except as authorized by law.
 8. The Provider will comply with all applicable laws and regulations of the State of South Dakota. The Provider will immediately notify the State in the event of a sanction or deficiency for failure to comply with applicable laws and regulations.
 9. The Provider agrees to submit claims and cost reports that are true, accurate and complete. The Provider acknowledges that he/she understands that payment and satisfaction of each claim will be from Federal and State funds and that any false claims, statements or documents or concealment of a material fact, may be prosecuted under applicable Federal and State Law. The Provider will request payment on a monthly basis.
- E. The Provider agrees to abide by the provisions of Title VII of the Civil Rights Act of 1964 and Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to these Acts, or any subsequent Act or amendment which prohibits discrimination because of race, religion, color, national origin, sex, age or handicap. Title VII of the Act prohibits discrimination against any employee or applicant for employment with the provider agency, on the basis of race, religion, color, national origin, sex, age or handicap. Title VI prohibits discrimination against any applicant or recipient participating in or receiving benefits of any program, service or activity receiving federal financial assistance, on the basis of race, religion, color, national origin, sex, age or handicap. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against qualified handicapped individuals because of their handicap.

II. THE STATE:

- A. The State will make payment for services upon satisfactory completion not exceeding **\$169,348.00** (full amount or \$ x.xx/hr).
- B. The State will not pay expenses as a separate item.
- C. Total Contract Amount (Not to Exceed) **\$169,348.00 (total amount A plus B)**.
- D. The State agrees to:
 1. Provide all needed information to the Contractual Agents at the time of the referral of the offender.
 2. Provide all needed training and support to the Contractual Agents necessary to perform their duties.
 3. Make payment for all legitimate claims consistent with the enclosed budget for services rendered within 30 days of the receipt of the claim.

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. **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.

K. **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.

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

By: *[Signature]* **State**
Name
Director
Title
6-18-07
Date

By: *[Signature]* **Consultant**
Name
Vice President, Program Service
Title
6-15-07
Date

State Agency Coding: 1000/183101
State Contact Person: Doug Herrmann 394-1617, Kristi Bunkers 367-5547

Department of Corrections

**Contractual Juvenile Corrections Agents
FY 2008 Contractual Juvenile Corrections Agents**

Contractual Agency: Lutheran Social Services
705 E 41st St Ste 200
Sioux Falls SD 57105-6048

Project Title: Contractual Juvenile Corrections Agents
Budget Period: July 1, 2007- June 30, 2008
Contract Amount: **\$169,348.00**
Month Claimed:

Budget Category	(#2) Approved Budget	(#3) Previous Drawdowns	(#4) Current Balance	(#5) This Request	(#6) New Fund Balance
DIRECT SERVICES					
Community Aftercare staff (3.0 FTE, \$31,736)	\$95,208.00				
Clerical Support (16 hrs/wk \$9.42)	7,837				
BENEFITS					
Community Aftercare Staff	\$15,233.00				
TRAVEL					
Contractual Agents	\$19,926.00				
Program Supervisor	800				
ACTIVITIES	\$400.00				
OFFICE EXPENSE (telephone, supplies, materials)	\$17,400.00				
INDIRECT SERVICES: (8% of Direct Services)	\$12,544.00				
PROJECT TOTAL	\$169,348.00				

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

PRODUCER (605)339-3874 FAX (605)339-3620
 Howalt-McDowell Insurance, Inc.
 PO Box 5113
 Sioux Falls, SD 57117-5113

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Cincinnati Insurance Company	
INSURER B:	Cincinnati Indemnity	
INSURER C:		
INSURER D:		
INSURER E:		

INSURED Messiah New Hope Lutheran Church ELCA
 5001 E Madison St
 Sioux Falls, SD 57110

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CHU1402196	12/27/2006	12/27/2007	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	CHU1402196	12/27/2006	12/27/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1838980-03	12/27/2006	12/27/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Proof of Insurance

CERTIFICATE HOLDER	CANCELLATION
Lutheran Social Services of South Dakota 705 E 41st St Sioux Falls, SD 57105-6048	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Karen Jergenson, AU, AIS/REN <i>Karen Jergenson</i>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2007

PRODUCER (800)200-7257 FAX (636)724-3443
Lutheran Trust
 70 Corporate Hills Drive
 Suite 101
 St. Charles, MO 63301

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Lutheran Social Services of South Dakota**
 705 East 41st Street Ste 200
 Mr. Steve Anderson
 Sioux Falls, SD 57105-6048

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GuideOne Specialty Mutual Ins	14559
INSURER B: GuideOne Mutual Insurance Co.	15032
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	1212-249	07/01/2007	07/01/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> INCLUDES SOCIAL WORKERS & COUNSELORS PROFESSIONAL LIABILITY ENDORSEMENT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY	9618-914	07/01/2007	07/01/2008	EACH OCCURRENCE \$ 3,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 3,000,000 \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER
						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Proof of insurance for Lutheran Social Services of South Dakota including the LSS Treatment Foster Care program as well as the Woodfield Center, Summit Oaks, Canyon Hills Care Center and New Beginnings Center. The General Liability provides professional liability for all employed social workers & counselors employed by the insured for \$1,000,000 per occ./\$3,000,000 aggregate limit. (Form PCG7550)

RECEIVED
JUL 02 2007

CERTIFICATE HOLDER

Department of Corrections
 Attn.: Jackie Hanson
 3200 East Highway 34
 Pierre, SD 57501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

DEPT. OF CORRECTIONS

AUTHORIZED REPRESENTATIVE

Kermit Starnes II/MARY

RECEIVED

APR 14 2008

DEPT. OF CORRECTIONS

STATE OF SOUTH DAKOTA
AMENDMENT TO CONTRACT/LETTER OF AGREEMENT
(08-1800-022)
FOR SERVICES BETWEEN

Consultant: YSI Chamberlain Academy
Address: PO Box 367
City/State: Chamberlain SD 57325-0367
Referred to as Provider

Department of Corrections
500 E Capitol Ave
Pierre, SD 57501-5070
Referred to as State

The State and Provider agree to the following amendment to contract:

II. THE STATE:

- A. The State will make payment for services upon satisfactory completion not exceeding ~~\$51,084.00~~ **\$60,804.00** (full amount or \$ x.xx/hr).
- C. Total Contract Amount (Not to Exceed) ~~\$51,084.00~~ **\$60,804.00** (total amount A plus B).

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

State

By: *Doug Herrmann*
Name

Director of Operations
Title

4-14-08
Date

Consultant

By: *Wick Smith*
Name

Facility Administrator
Title

4/9/08
Date

State Agency Coding: 1000/183101
State Contact Person: Doug Herrmann 394-1617, Kristi Bunkers 367-5547

**Department of Corrections
Contractual Juvenile Corrections Agents
FY 2008 Budget and Reimbursement Request**

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

Project Title: Contractual Juvenile Corrections Agents
Budget Period: July 1, 2007- June 30, 2008
Contract Amount: ~~\$51,084.00~~ **\$60,804.00**
Month Claimed:

Budget Category	(#2) Approved Budget	(#3) Previous Drawdowns	(#4) Current Balance	(#5) This Request	(#6) New Fund Balance
DIRECT SERVICES Community Aftercare Staff salary (1.0 FTE, \$31,600)	\$31,600.00				
BENEFITS Community Aftercare Staff	\$7,900.00				
TRAVEL Contractual Agents	\$15,000.00				
ACTIVITIES	\$300.00				
OFFICE EXPENSE	\$1,500.00				
INDIRECT SERVICES: (8% of Direct Services)	\$4,504.00				
PROJECT TOTAL	\$60,804.00				

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

08-1800-022

RECEIVED

JUN 29 2007

DEPT. OF CORRECTIONS

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

Consultant: YSI Chamberlain Academy
Address: PO Box 367
City/State: Chamberlain SD 57325-0367

Department of Corrections
500 E Capitol Ave
Pierre, SD 57501-5070

Referred to as Provider

Referred to as State

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

I. THE PROVIDER:

- A. The Provider services on this agreement shall commence on **July 1, 2007** and end on **June 30, 2008**, unless sooner terminated pursuant to the terms hereof.
- B. While performing services hereunder, the Provider is an independent contractor and not an officer, agent or employee of the State of South Dakota.
- C. The Provider will use state equipment, supplies or facilities. The Provider's Employer Identification Number is ~~363524346~~ **521845651**.
- D. The Provider agrees to provide the following services to the State: One full-time Contractual Juvenile Corrections Agent services in the White River area for youth under the jurisdiction of the State consistent with the following:
 1. Contractual Juvenile Corrections Agent services include conducting intake, classification and case management responsibilities consistent with DOC operational memoranda; performing curfew, school and at home checks; arranging, monitor and/or supervising community service work; referring youth to resources available in the school and community and monitoring their progress; transporting youth; working individually with youth to improve decision making, social skills, employability and coping skills.
 2. The Contractual Agents perform urinalysis testing and install, remove and respond to monitoring services. Contractual Agents are also required to work with parents to develop their ability to supervise and guide their children.
 3. The Contractual Agents will complete an Aftercare Contract with the youth and family prior to the youth's release to Aftercare. The Contractual Agents will keep detailed records of youth, family and collateral contacts. Contractual Agents will initiate Incident Reports and intermediate sanctions for every violation of Aftercare. Reassessments of youth will occur in accordance with DOC operational memoranda. Case files for youth referred by the State shall be subject to review and/or revision by the State at any time.
 4. The Contractual Agents will immediately notify the Juvenile Corrections Agent Supervisor of any major violation of a youth's aftercare contract, any conditions which pose a community risk and any adverse contacts with youth, parents, schools, services providers or the media, in accordance with DOC policies.
 5. The Contractual Agents will contact the Juvenile Corrections Agent Supervisor to recommend revocation of Aftercare and provide all needed documentation to support the recommendation.
 6. The Contractual Agents will provide weekly staffing progress reports to the Juvenile Corrections Agent Supervisor.

7. Individual case files shall be maintained in a secure area, in a locked file cabinet, safe or its equivalent. The Provider will keep all records for youth referred under this contract confidential and not subject to disclosure, except as authorized by law.
 8. The Provider will comply with all applicable laws and regulations of the State of South Dakota. The Provider will immediately notify the State in the event of a sanction or deficiency for failure to comply with applicable laws and regulations.
 9. The Provider agrees to submit claims and cost reports that are true, accurate and complete. The Provider acknowledges that he/she understands that payment and satisfaction of each claim will be from Federal and State funds and that any false claims, statements or documents or concealment of a material fact, may be prosecuted under applicable Federal and State Law. The Provider will request payment on a monthly basis.
- E. The Provider agrees to abide by the provisions of Title VII of the Civil Rights Act of 1964 and Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to these Acts, or any subsequent Act or amendment which prohibits discrimination because of race, religion, color, national origin, sex, age or handicap. Title VII of the Act prohibits discrimination against any employee or applicant for employment with the provider agency, on the basis of race, religion, color, national origin, sex, age or handicap. Title VI prohibits discrimination against any applicant or recipient participating in or receiving benefits of any program, service or activity receiving federal financial assistance, on the basis of race, religion, color, national origin, sex, age or handicap. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against qualified handicapped individuals because of their handicap.

II. THE STATE:

- A. The State will make payment for services upon satisfactory completion not exceeding **\$51,084.00** (full amount or \$ x.xx/hr).
- B. The State will not pay expenses as a separate item.
- C. Total Contract Amount (Not to Exceed) **\$51,084.00 (total amount A plus B)**.
- D. The State agrees to:
 1. Provide all needed information to the Contractual Agents at the time of the referral of the offender.
 2. Provide all needed training and support to the Contractual Agents necessary to perform their duties.
 3. Make payment for all legitimate claims consistent with the enclosed budget for services rendered within 30 days of the receipt of the claim.

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. **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.

K. **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.

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

By: *Doug Herrmann* **State**
Name
Director of Operations
Title
6/29/07
Date

By: *J. P. J.* **Consultant**
Name
President
Title
5/25/07
Date

State Agency Coding: 1000/183101

State Contact Person: Doug Herrmann 394-1617, Kristi Bunkers 367-5547

**Department of Corrections
Contractual Juvenile Corrections Agents
FY 2008 Budget and Reimbursement Request**

Contractual Agency:

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

Project Title:

Contractual Juvenile Corrections Agents

Budget Period:

July 1, 2007- June 30, 2008

Contract Amount

\$51,084.00

Month Claimed

Budget Category	(#2) Approved Budget	(#3) Previous Drawdowns	(#4) Current Balance	(#5) This Request	(#6) New Fund Balance
DIRECT SERVICES					
Community Aftercare Staff salary (1.0 FTE, \$31,600)	\$31,600.00				
BENEFITS					
Community Aftercare Staff	\$7,900.00				
TRAVEL					
Contractual Agents	\$6,000.00				
ACTIVITIES					
	\$300.00				
OFFICE EXPENSE					
	\$1,500.00				
INDIRECT SERVICES: (8% of Direct Services)	\$3,784.00				
PROJECT TOTAL	\$51,084.00				

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

11/04/2007

DATE (MM/DD/YY)

11/27/2006

PRODUCER
 LOCKTON COMPANIES OF HOUSTON
 5847 SAN FELIPE, SUITE 320
 HOUSTON TX 77057
 866-260-3538

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 1067759 YOUTH SERVICES INTERNATIONAL, INC. (YSI)
 6000 CATTLEBRIDGE DRIVE
 SUITE 200
 SARASOTA FL 34232

INSURER A: ADMIRAL INSURANCE COMPANY
INSURER B: COLONY INSURANCE COMPANY
INSURER C:
INSURER D:
INSURER E:

COVERAGES AN THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CA000007977-02	11/04/2006	11/04/2007	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ XXXXXXXX
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB.				PERSONAL & ADV INJURY \$ 3,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/DP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
					AUTO ONLY: AGG \$ XXXXXXXX
B	EXCESS LIABILITY	AR5460443	11/04/2006	11/04/2007	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	<input type="checkbox"/> RETENTION \$				\$ XXXXXXXX
					\$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NOT APPLICABLE			WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$ XXXXXXXX
					E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX
					E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 See Attachment A for Schedule of Locations

CERTIFICATE HOLDER 2629253 **ADDITIONAL INSURED; INSURER LETTER:** **CANCELLATION**(M86148)

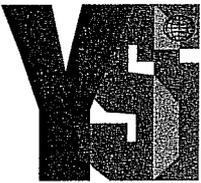
For Evidence Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]*

ATTACHMENT A

1. Blackwater STOP Camp
2. Chamberlain Academy, Chamberlain, SD
3. Crisp County Youth Development Center, Cordele, GA
4. Elmore Academy, Elmore, MN
5. Forest Ridge Youth Services, Wallingford, IA
6. JoAnn Bridges Academy, Greenville, FL
7. Marion Youth Development Center, Ocala, FL
8. Okaloosa County Juvenile Residential Facility, Okaloosa, FL
9. Paulding Regional Youth Detention Center, Paulding, GA
10. Reflections Treatment Agency, Knoxville, TN
11. Rhode Island, Providence, RI
12. Springfield Academy, Springfield, SD
13. Thompson Juvenile Residential Facility, Pembroke, FL
14. McIntosh Youth Development Campus, Darien, GA
15. Palm Beach Juvenile Correctional Facility, West Palm Beach, FL
16. Santa Rosa Juvenile Residential Facility, Holt, FL



Chamberlain Academy

Youth Services International of South Dakota, Inc.

P. O. Box 367, 211 West 16th Avenue, Chamberlain, SD 57325

Phone: (605) 234-5525, Fax: (605) 234-6889

CORPORATE OFFICE
6000 Cattleridge Dr., Suite 200
Sarasota, Florida 34232
Phone (941) 953-9199
Fax (941) 953-9198

Department of Corrections
500 E. Capitol Ave.
Pierre, SD 57501-5070

June 28, 2007

Attn: Contract Department

Please find enclosed the signed copies of the agreement to provide for one full-time contractual Juvenile Corrections Agent services in the White River area, between YSI Chamberlain Academy and the state of South Dakota.

We would appreciate it if you would please send a fully executed agreement once all signatures have been obtained.

Sincerely,
Mike Schreiber

A handwritten signature in black ink that reads "Mike Schreiber". The signature is written in a cursive style with a large, prominent initial 'M'.

Facility Administrator

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

11/4/2008

DATE (MM/DD/YYYY)

11/5/2007

PRODUCER
 LOCKTON COMPANIES, LLC
 5847 SAN FELIPE, SUITE 320
 HOUSTON TX 77057
 866-260-3538

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INSURED
 1067759 YOUTH SERVICES INTERNATIONAL, INC. (YSI)
 6000 CATTLEDGE DRIVE
 SUITE 200
 SARASOTA FL 34232

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B: Colony Insurance Company	39993
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES YOUSE01 AN

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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INSR ADD'L LTR INSRBD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CA 000007977-03	11/4/2007	11/4/2008	EACH OCCURRENCE	\$3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$XXXXXXXXXX
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB.				PERSONAL & ADV INJURY	\$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$3,000,000
	AUTOMOBILE LIABILITY	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$XXXXXXXXXX
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$XXXXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$XXXXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$XXXXXXXXXX
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$XXXXXXXXXX
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$XXXXXXXXXX
						\$XXXXXXXXXX
B	EXCESS/UMBRELLA LIABILITY	AR5460443	11/4/2007	11/4/2008	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$2,000,000
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM					\$XXXXXXXXXX
	RETENTION \$					\$XXXXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NOT APPLICABLE			WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$XXXXXXXXXX
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$XXXXXXXXXX
	OTHER				E.L. DISEASE - POLICY LIMIT	\$XXXXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 CANCELLATION: 30 DAYS * EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT.

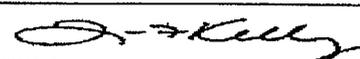
CERTIFICATE HOLDER

2629253
 For Evidence Purposes Only

CANCELLATION [M86148]

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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