

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

**Programming Solutions, Inc
9000 Telford Crossing.
Brooklyn Park, MN 55443**

**Unified Judicial System
500 E. Capitol Ave
Pierre, SD 57501**

Referred to as Consultant

Referred to as UJS

The UJS hereby enters into an Agreement for Consultant Services with the Consultant.

I. THE CONSULTANT

- A. The Consultant services on this agreement shall commence on June 1, 2010 and end on May 31, 2011. The Contract may be extended for whatever term, upon mutual agreement, in writing, of the parties.
- B. Is the Consultant a full or part time employee of the State? YES ___ NO X (If YES complete and attach CONSULTANT/STATE EMPLOYEE form.)
- C. Will Consultant use State equipment, supplies or facilities? YES X NO ___ The UJS will provide a desk, chair, and computer with mainframe access for the consultant to use while working on-site in Pierre.
- D. The Consultant agrees to:

The Consultant shall provide Computer Systems Analysis, Systems Design, Systems Development, Project Management and System Maintenance support to include programming, testing, training, coordinating conversion staff work, managing conversion project timelines, system documentation and writing user manuals for the UJS as assigned by the UJS CMS Office. The Consultant will hold project progress conferences to ascertain project progress as requested by UJS. Projects will be completed within assigned time frames. Consultant services will be provided during the normal 8:00 a.m. until 5:00 p.m. central time weekday working hours (excluding official South Dakota state holidays) with a one hour lunch period unless otherwise requested. Services are budgeted to not exceed 40 hours per week. Any time billed in excess of 40 hours per week or outside normal working hours must be approved by the UJS Case Management Systems Director. There may be weeks when contractor services will not be required for a full 40 hours

Contractors based outside the BIT/UJS firewall will be required to access code and documentation through SourceSafe. Developers are required to purchase up-to-date software, which will enable the developer to access this material in a timely manner. Contractors are also required to have necessary equipment on-site to thoroughly test any applications assigned to them, including batch print jobs.

Primary methods of contact with the UJS will be phone and email. Voice mail and fax correspondence may also be used from time to time. The Consultant is responsible for maintaining all four services during work hours. Email and voice mail should be checked

frequently during work hours. The Consultant must notify the Case Management Systems Director in advance of any planned absences during working hours. Any unplanned absences or periods on unavailability should be reported immediately to the UJS Case Management Systems Director.

Contractor will comply with UJS and BIT standards.

- E. The Consultant agrees to hold harmless and indemnify the UJS, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a 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 acts or omissions of the UJS, its officers or employees.
- F. Consultant agrees to provide services that comply with the provisions of the Americans with Disabilities Act of 1990 to the extent such Act may be applicable to services provided under this contract.
- G. Consultant understands that certain UJS case management records, including juvenile records, are confidential by statute and agrees not to release to anyone any information regarding records accessed in the performance of their duties.
- H. Consultant understands that it is their responsibility to maintain and update antivirus product and definitions on any computers used to do work for UJS. The consultant is also required to keep the most current security patches installed from Microsoft and any other software vendor whose products are used on their system.
- I. The Consultant's State of South Dakota Vendor Identification Number is 12022596.

II. THE UJS

- A. The State will make payment for services upon satisfactory completion of services not to exceed \$80.27 per hour for a maximum of 2000 hours. Payment will be when the Consultant submits an invoice with a completed UJS Time Study form(s) attached.
- B. Will the State pay Consultant expenses as a separate item? YES X NO . If YES, total amount for such expenses will not exceed \$ 20,000.00. Expenses are to include travel time one way from the Consultant's home station, mileage or air fare, lodging while on site, and meals while on site. Meals will be reimbursed based on the State of South Dakota's then existing per diem rates. Receipts will be provided for phone calls, lodging, air fare, and car rental. Payment will be made monthly.

C. Total Contract Amount (Not to Exceed) **\$180,540**

III. OTHER PROVISIONS

- A. **AMENDMENT PROVISION:** This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.
- B. **TERMINATION PROVISION:** This agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the State at any time with or without notice.

- C. **INSURANCE PROVISION:** The Consultant agrees to maintain during the term of this Agreement, adequate workers compensation, general liability and automobile liability insurance. The Consultant further agrees to provide to the State certificates of insurance for same upon request.
 - D. **FUNDING OUT PROVISION:** This agreement depends upon the continued availability of grant funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the UJS if the Legislature fails to grant expenditure authority. Termination for this reason is not a default by the UJS nor does it give rise to a claim against the UJS.
 - E. **YEAR 2000 COMPLIANCE PROVISION:** The Consultant warrants that developed software is designed to be used prior to, during, and after the calendar year 2000 AD, and that the software will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or reference different centuries or more than one century.
 - F. **STANDARDS COMPLIANCE PROVISION:** The Consultant warrants that the software developed for the UJS will be in compliance with the UJS Standards for security, file naming conventions, executable module names, Job Control Language, systems software versions and release levels, temporary work areas, executable program size, forms management, network access, tape management and job stream procedures prior to the installation acceptance of the final product(s).
 - G. **WORK PRODUCTS PROVISION:** The Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, source code, miscellaneous drawings and all information contained therein provided by the Consultant in connection with its performance under this Contract shall belong to and is the property of the UJS and shall be surrendered to the UJS upon completion of the project or upon request, and will not be used in any way without the prior written consent of the UJS.
 - H. **CONFIDENTIALITY OF INFORMATION PROVISION:** Both parties agree that all officers, agents, consultants 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 not otherwise required by law, any information concerning any matters affecting or relating to the business, records or other business data of the other party that may be obtained in the course of performing this agreement.
 - I. Duplicate originals have been prepared and will be retained the UJS and the Consultant.
- IV. In witness hereto, the parties signify their agreement by signatures affixed below:



Consultant Signature



Date



Pat Duggan, State Court Administrator



Date

State Coding: 3012-2719200829-52040500 or 1000-2719200-52040500

Sheryl Yanaghi

State contact person: Pam Templeton 773-5235