

**Draft Meeting Agenda**  
**South Dakota Board of Examiners of Psychologists**  
**Video Conference**  
**January 9, 2026, at 8:30 a.m. MST / 9:30 a.m. CST**

The public is invited to attend the meeting via Microsoft Teams at the following link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZGM1YzE1NDAtYmU4Yy00YmNjLTk3MzQtMDAwMGYwNzc3Yjh%40thread.v2/0?context=%7b%22Tid%22%3a%22e69efb98-56ef-4797-a76b-e1ec658a639c%22%2c%22Oid%22%3a%22ee0a24e7-6d2c-4495-ade5-4377098865d2%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGM1YzE1NDAtYmU4Yy00YmNjLTk3MzQtMDAwMGYwNzc3Yjh%40thread.v2/0?context=%7b%22Tid%22%3a%22e69efb98-56ef-4797-a76b-e1ec658a639c%22%2c%22Oid%22%3a%22ee0a24e7-6d2c-4495-ade5-4377098865d2%22%7d)

Or by calling: 1-469-770-0416, Passcode: 137629455#

If members of the public would like to be sent the Microsoft Teams invitation to the meeting instead of using the above link, please contact the Board office prior to the meeting at [office@sdlicensing.com](mailto:office@sdlicensing.com).

Note: Individuals needing assistance, pursuant to the Americans with Disabilities Act, should contact the Board office at [office@sdlicensing.com](mailto:office@sdlicensing.com) or 605-642-1600 in advance of the meeting to make any necessary arrangements.

**Member Listing:**

1. Rosalie Ball, Ph.D., President
2. Justine Ashokar, Ph.D., Vice-President
3. Brian Roegiers, Secretary, Lay Member
4. Thomas Stanage, Ph.D., Member
5. Terrance Dosch, Lay Member
6. Board Member Pending as of date of agenda posting
7. Board Member Pending as of date of agenda posting

**Purpose:** The Board protects the health and safety of the consumer public by licensure of qualified persons, enforcement of the statutes, rules and regulations governing the practice of psychology, including the appropriate resolution of complaints.

1. Call to Order/Welcome and Introductions-Ball
2. Roll Call
3. Conflicts to declare
4. Corrections or additions to the agenda
5. Approval of the agenda
6. Public Testimony/Public Comment Period
7. Approval of the Minutes from September 19, 2025
8. FY Financial Update
9. PSYPACT Commission Meeting Report- Ball
10. 2026 CEU Jurisdictional Visit
11. ASPPB Annual Meeting Report- Miller
12. Upcoming ASPPB Meetings
  - a. ASPPB Midyear Meeting- Charlotte, North Carolina- April 16<sup>th</sup>-19<sup>th</sup>, 2026
  - b. ASPPB Annual Meeting- Reno, Nevada- October 14-18<sup>th</sup>, 2026

13. Schedule Next Meeting
14. Executive Session-Pursuant to SDCL 1-25-2
  1. Complaints- if any
  2. Executive Secretary Contract Renewal
  3. Applicant Oral Examinations
    - a. Oral Exam Training New Board Members
15. Complaint Report
16. Executive Secretary Contract Renewal- Vote
17. Any other business coming in between date of mailing and date of meeting
18. Adjourn

SOUTH DAKOTA BOARD OF EXAMINERS OF PSYCHOLOGISTS  
BOARD MEETING MINUTES  
Teleconference/Video Conference  
September 19, 2025

**Members Present:** Trisha Miller, Ph.D., (President); Matthew Christiansen, Ph.D. (Vice President); Rosalie Ball, Ph.D., (Secretary); Thomas Stanage, Ph.D., Member; Justine Ashokar, Ph.D.; Member; Terry Dosch, Lay Member; Brian Roegiers, Lay Member.

**Members Absent:** None.

**Others Present:** Brooke Tellinghuisen Geddes, Executive Secretary; Katie Funke, Executive Assistant; Greg Tishkoff, Legal Counsel, DSS; Tracy Mercer, Special Projects Coordinator, DSS.

**Call to Order/Welcome and Introductions:** Miller called the meeting to order at 9:31am CDT.

**Roll Call:** Tellinghuisen Geddes called the roll. Miller, yes; Christiansen, yes; Ball, yes; Stanage, yes; Ashokar, yes; Dosch, yes; Roegiers, yes. A quorum was present.

**Corrections or Additions to the Agenda:** None.

**Approval of the Agenda:** Ball made a motion to approve the agenda. Ashokar seconded the motion. MOTION PASSED by unanimous voice vote.

**Public Testimony/Public Comment Period:** None.

**Approval of the Minutes May 2, 2025:** Roegiers made a motion to approve the minutes from May 2, 2025, as written. Ball seconded the motion. MOTION PASSED by unanimous voice vote.

**FY Financial Update:** Tellinghuisen Geddes reported that as of June 30, 2025, year-end revenue was \$75,665.71 year-end expenses were \$64,376.55 and the year-end cash balance was \$148,008.38. Dosch made a motion to accept the financial report as presented. Stanage seconded the motion. MOTION PASSED by unanimous voice vote.

**Renewal Update:** Tellinghuisen Geddes reported that 10 licensees did not renew their license for the June 30, 2025, renewal. This is lower than in previous years. Licensees who did not renew are able to initiate renewal before January 1, 2026, so more renewals may come in.

**Board Member Appointments:** Tellinghuisen Geddes reported that Miller and Christiansen will term out at the end of October. DSS will need recommendations for board members to submit to the Governor's office for their replacements. Anyone who has recommendations should contact the Board office. Miller advised she may have a recommendation. Board members thanked Miller and Christiansen for their years of service and Miller expressed appreciation for the opportunity to serve on board.

**Upcoming ASPPB Meetings:** Miller reported she will be attending the upcoming ASPPB Annual Meeting in St. Louis, Missouri in October. She also indicated she plans to continue to travel to the ASPPB meetings in the future and would be interested in representing the board at those meetings. Tellinghuisen Geddes advised that the Board could choose to send Miller to future ASPPB meetings to represent the Board, even

as a non-Board member. The board will need a contract with Miller to reimburse travel expenses as they would for a board member. Stanage agreed that sending Miller, as a non-board member, would be the same as sending the board administrator to the meeting. Board members agreed. The board office will be in contact with DSS to finalize that process, when needed.

**ASPPB Service Award Nomination:** Miller reported that Carol Tellinghuisen was awarded the ASPPB State and Provincial Service Award. This is the second time someone from South Dakota has been awarded this prestigious award. Tellinghuisen is unable to attend the October meeting in St. Louis to accept the award, so Miller plans to accept the award on her behalf.

**Election of Officers- Future Slate after October 30, 2025:** The board discussed the need to elect officers to become effective October 30, 2025, as Christiansen, current vice-president, and Miller, current president, will term out at the end of October and there will not be another board meeting until later in the winter. Following discussion, Stanage nominated Ball as President, Ashokar as Vice-President and Roegiers as Secretary/Treasurer to become effective October 30, 2025. Christiansen moved to adopt the recommendation from Stanage. Dosch seconded the motion. MOTION PASSED by unanimous voice vote.

**Online/Hybrid Psychology Programs-Discussion:** The board discussed online and hybrid psychology programs considering recent inquiries as to whether these programs meet requirements for licensure in South Dakota. Miller advised the board has always taken a strict adherence to the statutes governing the education requirements which require one year in full-time residence. The board has always maintained the position that "at least one year of which must be in full time residence" pursuant to SDCL 36-27A-1(2)(i) means a program requires students to be on-campus on a full-time basis and in-person throughout a year of study as part of the program. Full-time residence means a consecutive day-to-day basis throughout the year of study. The board agreed that programs that allow cumulative periods on campus and call it a "year in residence", do not meet requirements for licensure in South Dakota. Tellinghuisen Geddes mentioned the two programs that have come into question recently are Walden University and Capella University, both of which do not meet the residency requirement in statute. It was noted that the only online program the Board has determined to meet requirements is Fielding University, and is APA Accredited. Ball mentioned the board should continue to monitor the discussion in the future as the landscape of telehealth evolves.

**Annual Review of Open Meeting Laws (SDCL 1-25-13):** Tishkoff provided an overview of the guide to South Dakota's Open Meeting Laws, prepared by the Attorney General's Office as required by SDCL 1-25-13.

**Schedule Next Meeting:** The next meeting is tentatively scheduled for Friday, January 9, 2026, at 8:30 MST/9:30 CST via Microsoft Teams.

**Executive Session Pursuant to SDCL 1-25-2:** Stanage made a motion to enter executive session at 10:10am CDT. Dosch seconded the motion. MOTION PASSED by unanimous voice vote. All others exited the meeting. The board exited executive session at 11:56 am CDT. Stanage exited the meeting.

**Applicant Approval:** Ball recommended applicants #759, #762 and #767 be approved for licensure per passing of the oral examination today, pending any outstanding licensure requirements that are applicable. Roegiers made a motion to approve applicants #759, #762 and #767 for licensure, pending any outstanding licensure requirements to complete. Christiansen seconded the motion. MOTION PASSED by unanimous voice vote with Stange noted as absent.

**Complaints:** Tellinghuisen Geddes reported dismissal of complaint #232 by the investigative committee on September 5, 2025, due to lack of probable cause, pursuant to SDCL 36-1C-4. One complaint was reported as pending.

**Any other business:** None.

**Adjourn:** Dosch made a motion to adjourn at 11:59 a.m. CDT. Ball seconded the motion. MOTION PASSED by unanimous voice vote with Stanage noted as absent.

Respectfully submitted,

Rosalie Ball, Ph.D.  
Secretary

1-27-1.17. Draft minutes of public meeting to be available--Exceptions--Violation as misdemeanor. The unapproved, draft minutes of any public meeting held pursuant to § 1-25-1 that are required to be kept by law shall be available for inspection by any person within ten business days after the meeting. However, this section does not apply if an audio or video recording of the meeting is available to the public on the governing body's website within five business days after the meeting. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to draft minutes of contested case proceedings held in accordance with the provisions of chapter 1-26.

BOARD OF PSYCHOLOGY EXAMINERS  
REVENUE SUMMARY  
FOR MONTH ENDING 11/30/25

COMP	ACCOUNT	BDGT	GRANT	FUND	SUB	FISCAL	FISCAL	YTD	MTD
		YEAR	YEAR	CENTER	SRC	YEAR	MONTH	AMOUNT	AMOUNT
6503	4293000	0	0	0892000	654	2026	05	\$ 4,250.00	\$ 500.00
6503	4920045			0892000	654	2026	05	\$ 5,180.97	\$ -
								\$ 9,430.97	\$ 500.00

BOARD OF PSYCHOLOGY EXAMINERS  
 EXPENDITURE SUMMARY REPORT  
 FOR MONTH ENDING 11/30/25

COMP	BDGT ACCOUNT	GRANT YEAR	ACCOUNT YEAR	DESCRIPTION	CENTER	FUND	SUB	FISCAL	FISCAL	YTD	MTD
									MONTH	AMOUNT	AMOUNT
6503	5101030	0	0	BOARD & COMM MBR'S FEES	0892000	654	2026	05	\$ 1,162.00	\$ -	
6503	5102010	0	0	OASI-EMPLOYER'S SHARE	0892000	654	2026	05	\$ 88.95	\$ -	
6503	5204130	0	0	OTHER CONSULTING	0892000	654	2026	05	\$ 712.50	\$ 120.00	
6503	5204201	0	0	BFM CENTRAL SERVICES	0892000	654	2026	05	\$ 1,818.79	\$ 436.90	
6503	5204204	0	0	RECORDS MGMT SERVICES	0892000	654	2026	05	\$ 160.80	\$ -	
6503	5204090	0	0	MANAGEMENT CONSULTANT	0892000	654	2026	05	\$ 23,731.87	\$ 3,929.48	
6503	5204510	0	0	RENTS-OTHER	0892000	654	2026	05	\$ 1,000.00	\$ 200.00	
6503	5204740	0	0	BANK FEES AND CHARGES	0892000	654	2026	05	\$ 1.55	\$ -	
									\$ 28,676.46	\$ 4,686.38	

BOARD OF PSYCHOLOGY EXAMINERS  
CASH CENTER BALANCE  
FOR MONTH ENDING 11/30/25

COMP	ACCOUNT	BDGT	GRANT	FUND	SUB	FISCAL	FISCAL	CASH	
		YEAR	YEAR	CENTER	SRC	FUND	YEAR	MONTH	BALANCE
6503	1140000	0892000	654			2026	05	\$	128,762.89



Sent via email to (office@sdlicensing.com)

November 20, 2025

Brooke Geddes  
Administrator  
South Dakota Board of Examiners of Psychologists  
810 N. Main St. #298  
Spearfish  
South Dakota  
57783

Re: 2026 CEO Jurisdictional Visit

Dear Brook,

As we move into 2026, ASPPB remains dedicated to implementing our 2022–2028 Strategic Plan. A central pillar of this plan is our commitment to our members—establishing integrated and reinforcing frameworks for collaboration on issues, projects, and innovations that will make ASPPB a more informed, sought-after, unifying, and effective resource for our members and for public protection.

One meaningful way to fulfill this commitment is by continuing the rotation of CEO jurisdictional visits initiated in 2024. My goal is to conduct a substantive visit with each of ASPPB's 66 jurisdictions at least once every five years. These visits are not meant to replace our routine or task-based interactions; instead, they are an opportunity for mutual learning that will ultimately enhance ASPPB's service to you while keeping you updated on our work on your behalf.

With that in mind, I am writing to see if you would be open to scheduling a meeting sometime in 2026. I prefer to meet in person, as it enriches our conversation; however, I am also open to a virtual meeting if that is more convenient. Should you be interested in such a visit, please provide me with three possible dates for a visit with you and your board in 2026.

Thank you, and I look forward to hearing from you soon. In the meantime, please take care, and I wish you all the best throughout the rest of 2025 and well into 2026.

Sincerely,

A handwritten signature in black ink that reads 'Mariann Burnetti-Atwell'.

Mariann Burnetti-Atwell, PsyD  
Chief Executive Officer, ASPPB  
[mburnetti-atwell@asppb.org](mailto:mburnetti-atwell@asppb.org)

**STATE OF SOUTH DAKOTA  
BOARD OF EXAMINERS OF PSYCHOLOGISTS  
CONSULTANT SERVICES CONTRACT  
Between**

Professional Licensing  
810 N. Main St. Suite 298  
Spearfish, SD 57783  
605-642-1600

State of South Dakota  
Department of Social Services  
OFFICE OF THE SECRETARY  
700 Governors Drive  
Pierre, SD 57501-2291

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Referred to as Consultant

Referred to as State

The State hereby enters into this contract (the "Agreement" hereinafter) for consultant services with the Consultant in consideration of and pursuant to the terms and conditions set forth herein.

**1. SCOPE OF SERVICES:**

The purpose of this contract is provide support services to the Board of Examiners of Psychologists as outlined in the scope of work section of RFP #13681. Consultant will perform those services described in the Work Plan, attached hereto as Exhibit A and by this reference incorporated herein.

**2. PERIOD OF PERFORMANCE:**

This Agreement shall be effective on June 1, 2025 and will end on May 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

**3. REQUEST FOR PROPOSAL**

This Agreement is the result of the request for proposal (RFP) process: RFP #13681

**4. PROTECTED HEALTH INFORMATION (PHI)**

Does this Agreement involve PHI? YES ( ) NO (X)

If PHI is involved, a Business Associate Agreement must be attached and is incorporated herein and by this reference made a part hereof. *See Attachment.*

**5. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:**

Consultant will not use State equipment, supplies or facilities. If WILL is indicated above, the following state equipment, supplies or facilities will be used: NA.

#### CONSULTANT IDENTIFICATION:

Consultant's South Dakota Vendor Number is 12699339. Upon execution of this Agreement, Consultant will provide the State with Consultant's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

#### 6. CONTRACT AMOUNT AND PAYMENT:

The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$ 55,972. The State will not pay Consultant's expenses, including but not limited to travel, lodging and meals, as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL Ch. 5-26. Any overpayment of this Agreement shall be returned to the State within thirty (30) days after written notification to Consultant.

#### 7. BILLING:

Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

#### 8. TECHNICAL ASSISTANCE:

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

#### 9. IT STANDARDS:

Any service, software or hardware provided under this Agreement will comply with state standards which can be found at

[https://www.sd.gov/bit?id=bit\\_standards\\_overview](https://www.sd.gov/bit?id=bit_standards_overview).

#### 10. INDEMNIFICATION:

Consultant agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Consultant shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Consultant's

obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Consultant shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Consultant, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Consultant in the defense. This section does not require Consultant to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

#### 11. INSURANCE:

At all times during the term of this Agreement, Consultant shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

##### A. Commercial General Liability Insurance:

Consultant shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars (\$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. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

##### B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than one million dollars (\$1,000,000).

##### C. Business Automobile Liability Insurance:

Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each accident. This insurance shall include coverage for owned, hired and non-owned vehicles.

##### D. Worker's Compensation Insurance:

Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or federal law.

Before beginning work under this Agreement, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

#### 12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. Upon 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. If termination for a breach is affected 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 breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If after the State terminates for a breach by Consultant it is determined that Consultant was not at fault, then Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.

#### 13. SURVIVAL FOLLOWING TERMINATION:

Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the confidentiality, indemnification, controlling law and venue, and sovereign immunity provisions.

#### 14. 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 reductions, this Agreement will be terminated by the State upon five (5) business days written notice. Consultant agrees that termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State or any officer, agent or employee of the State, and Consultant waives any claim against the same.

## 15. CERTIFICATIONS

### A. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:

Executive Order 2020-01 provides that for Consultants, vendors, suppliers or subconsultants with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement Consultant certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Consultant further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

### B. COMPLIANCE WITH SDCL ch 5-18A:

Consultant certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be

grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

**C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY, AND VOLUNTARY EXCLUSION:**

By signing this Agreement, Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement Consultant or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

**D. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:**

Consultant (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Consultant hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

**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 Consultant, 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. CONTROLLING LAW AND VENUE:**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

**18. INDEPENDENT CONSULTANT:**

While performing services hereunder, Consultant is an independent Consultant and not an officer, agent, or employee of the State of South Dakota.

**19. CONFLICT OF INTEREST:**

Consultant agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Consultant expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

**20. THIRD PARTY BENEFICIARIES:**

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

**21. ASSIGNMENT AND AMENDMENT:**

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.

**22. COMPLIANCE:**

Consultant will comply in full with all federal, tribal, state and local laws, regulations, ordinances, guidelines, permits, requirements and other standards applicable to the services provided under this Agreement and will be solely responsible for obtaining current information regarding the foregoing. Nothing herein shall constitute a waiver by the State to any defense to jurisdiction nor shall anything herein constitute an acknowledgement by the State that any tribe has or exercises any jurisdiction over this Agreement or the parties.

**23. ASSURANCE REQUIREMENTS:**

(For Federally funded contracts only). The Consultant agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (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 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

**24. SUBCONTRACTING:**

Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. 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 in a manner consistent with this Agreement. Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. Consultant shall assist in the vetting process.

**25. STATE'S RIGHT TO REJECT:**

The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior or is considered by the State to be a security risk.

**26. SEVERABILITY:**

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.

**27. MERGER:**

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.

**28. LICENSING AND STANDARD COMPLIANCE:**

The Consultant 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. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

**29. REPORTING PROVISION:**

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. Consultant shall report any such event to the State immediately upon discovery.

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.

**30. FORCE MAJEURE:**

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, quarantine, epidemic, pandemic, earthquake or any act of God, or other causes beyond the party's reasonable control provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance.

**31. WAIVER OF BREACH:**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

**32. SOVEREIGN IMMUNITY:**

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

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

The Consultant 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 Consultant shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Consultant 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. State Proprietary Information retained in Consultant's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Consultant's established record retention policies.

All payments to the Consultant 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 Consultant.

**34. SUPERSESSION:**

All 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.

**35. CONFIDENTIALITY:**

For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to Consultant by the State and all information, regardless of its format, obtained by Consultant through the provisions of services as contemplated by this Agreement. Consultant, and any person or entity affiliated with Consultant shall not disclose any Confidential Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant, and any person or entity affiliated with Consultant shall not: (i) disclose any Confidential Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of Confidential Information except to exercise rights and perform obligations

under this Agreement; (iii) make Confidential Information available to any of its employees, officers, agents or Consultants except those who have agreed, by contract, to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. Consultant, and any person or entity affiliated with Consultant is held to the same standard of care in guarding Confidential Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding Confidential Information in the strictest confidence. Consultant, and any person or entity affiliated with Consultant shall protect the confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced.

Confidential Information shall not include information that: (i) was in the public domain at the time it was disclosed to Consultant or to any person or entity affiliated with Consultant; (ii) was known to Consultant, or to any person or entity affiliated with Consultant, without restriction at the time of disclosure from the State; (iii) was disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant, or by any person or entity affiliated with Consultant, without the benefit or influence of the State's information; or (v) becomes known to Consultant, or to any person or entity affiliated with Consultant, without restriction, from a source not connected to the State of South Dakota.

Confidential Information can include, but is not limited to, names, social security numbers, employer numbers, addresses and all other data about applicants, participants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information may be confidential and protected under state or federal law. Consultant agrees to immediately notify the State if the information is disclosed, either intentionally or inadvertently.

If work assignments performed in the course of this Agreement require additional security requirements or clearance, Consultant agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

Consultant will enforce the terms of this Confidentiality Provision to its fullest extent.

Consultant agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision and to immediately notify the State of such matter.

Consultant will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, Consultant agrees to return to the State, at Consultant's cost, any Confidential Information or documentation maintained by Consultant regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Consultant and State.

**36. WORK PRODUCTS:**

Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by Consultant in connection with the performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by Consultant without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

**37. OTHER METHODS OF NOTICE:**

The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing provided that delivery is confirmed.

**38. THIRD PARTY RIGHTS:**

Consultant represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to Consultant's knowledge, threatened suit by any such third party based on an alleged violation of such rights by Consultant.

**39. DAVIS-BACON ACT:**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

**40. COMPLIANCE WITH 40 U.S.C. 3702 AND 3704:**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

**41. FUNDING AGREEMENT AND “RIGHTS TO INVENTION”:**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Consultant must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**42. HEADINGS:**

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

**43. AUTHORITY TO EXECUTE:**

Consultant represents and warrants that:

- A. Consultant is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- B. The execution, delivery and performance of this Agreement has been duly authorized by Consultant and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Consultant to enter into this Agreement and perform its obligations under this Agreement;
- C. Consultant is duly authorized to conduct business in and is in good standing in each jurisdiction in which Consultant will conduct business in connection with this Agreement; and
- D. Consultant has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Consultant’s performance of the services. Consultant will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

**AUTHORIZED SIGNATURES:**

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

Signed by:

*Brooke Tellinghuisen Geddes*

1341072259724E0...

5/27/2025

Consultant Signature

Date

Brooke Tellinghuisen Geddes

Consultant Printed Name

Signed by:

*Trisha J. Miller*

97AA10744F1064C0...

5/29/2025

Board President Signature

Date

Board President -Trisha Miller

Board President Printed Name

DocuSigned by:

*Brenda Tidball-Zeltinger*

28E0D3993FED422...

5/29/2025

DSS Deputy Director Brenda Tidball-Zeltinger

Date

DocuSigned by:

*Jason Simmons*

615EDD0E589E046C...

5/29/2025

DSS Chief Financial Officer Jason Simmons

Date

Signed by:

*Matthew K. Althoff*

0876000C51594F1...

5/29/2025

DSS Cabinet Secretary Matthew K. Althoff

Date

DS

*DCM*

**State Agency Coding:**

ALN #				
Company	6503	6503		
Account	52040900	52045100		
Center Req	0892000	0892000		
Center User	654	654		
Dollar Total	53,572.00	2,400.00		
DSS Program Contact Person	Tracy Mercer			
Phone	605-773-4447			
Consultant Program Contact Person	Brooke Tellinghuisen Geddes			
Phone	605-642-1600			
Consultant Program Email Address	<a href="mailto:brooke@sdlicensing.com">brooke@sdlicensing.com</a>			
Consultant Fiscal Contact Person				
Phone				
Consultant Fiscal Email Address				

SDCL 1 24A 1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.