

AGREEMENT BETWEEN THE CITY OF RAPID CITY  
AND GREAT PLAINS TRIBAL LEADERS HEALTH BOARD.  
FOR COMMUNITY CO-RESPONSE SERVICES

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Rapid City (“City”), a municipal corporation organized under the laws of the state of South Dakota, of 300 Sixth Street, Rapid City, SD 57701, and Great Plains Tribal Leaders Health Board (“Contractor”) 2611 Elderberry Blvd, Rapid City, 57703, a “tribal organization” as that is defined under federal law and regulation. The parties agree to the following terms:

1. Purpose of Agreement. The purpose of this Agreement is to outline the responsibilities of the parties regarding the Community Co-Response services. The Contractor will provide mobile crisis response services and case management services as applicable, to the Rapid City community.
2. Scope of Services. The Contractor agrees to conduct street level crisis interventions, navigate emergency resources, and to provide case management to the community in crisis using a collaborative care plan that engages a network of community service providers. Further scope of service information is included in Addendum A, Scope of Services, and may be amended from time to time, upon mutual written agreement by the parties.
3. Disclosure of Client Information. The parties understand that confidential client identification and matters regarding client services will be freely shared with each other as well as identified project partners under this agreement, with raw data documentation and statistical data analysis provided by City to Contractor on a regular basis, as agreed upon by the parties. Any disclosure of PHI by the parties or their identified project partners shall be compliant with federal HIPAA statutes and regulations. See Addendum B, Compensation and Reporting, for more detail on agreed reporting requirements.
4. No Breach of Other Agreements. Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which the City or Contractor is bound or to which the City or Contractor or any of its personnel who will perform the Services are subject.
5. Training. The City agrees to offer Contractor supplemental briefings and training on a mutually agreed upon schedule on the topics of: City services and intake procedures for local service providers, such as Care Campus and Crisis Care; law enforcement officer calls for service protocol; use of Mobile Medic; and other services with whom Contractor may have interaction. This supplemental training is in addition Contractor’s standard and ongoing obligation to train and support Contractor’s employees.
6. Designated Contact. Contractor’s main contact regarding service operations shall be Co-Response Coordinator Captain Ryan Marcks, Rapid City Fire Department, or his designee. The Co-Response Coordinator shall also be responsible for operational assignments and program/process supervision regarding the Co-Responder services.
7. Term. The term of this Agreement is for two years beginning on March 1, 2022, or as soon thereafter as may be approved, and continuing through March 31, 2024.
8. Payment. Contractor agrees to bill City by monthly invoice for services using a comprehensive hourly rate of \$55/hour. City shall remit payment to Contractor within forty-five (45) days of each invoice. Payment shall not exceed \$114,000 in any calendar year, translating into a total of 2,080 service hours per year, and remains subject to funding availability. The two year total project funding shall not exceed

\$228,000. Further details regarding payment may be found in Addendum B, Compensation and Reporting.

In case of errors or inquiries about an invoice, City agrees to send a written inquiry to Contractor stating a description of the error, why City believes it is an error, and the dollar amount of the suspected error. City agrees that it is obligated to pay the parts of the invoice that it is not disputing. The parties agree that City does not need to pay the amount in question during the time the parties are resolving the dispute. The parties agree that Contractor may not take any action to collect disputed amounts or report disputed amounts as delinquent during the time the parties are in process of resolving the dispute.

If City fails to make payments when due, Contractor, at its option, may cancel any unfulfilled portion of this Agreement, without further liability, and all work already completed shall be invoiced and be due and payable within 45 days of City's receipt of the invoice.

9. Assumption of Risk. Contractor acknowledges that the scope of services, crisis assessment and intensive case management services, may result in personal injury or property damage to Contractor's employees and volunteers. Contractor agrees to assume the risk of providing services, and agrees to maintain the following minimum insurance coverages:

Insurance. The Contractor's employees are working for the Oyate Health Center and are generally protected by the Federal Tort Claims Act. The Contractor agrees to obtain and maintain, at its expense, the following minimum limits of occurrence-based insurance coverage for the duration of this agreement:

- a. Workers Compensation: as required by statute
- b. Comprehensive General Liability:
  - i. \$1,000,000.00 per occurrence
  - ii. \$2,000,000.00 aggregate

Contractor shall file with City acceptable Certificates of Insurance and Endorsements confirming the above coverage before commencing any work and/or services. Such Certificates shall afford City thirty (30) days written notice of cancellation or material change of coverage. City's failure to obtain from Contractor a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity area.

10. Waiver of Subrogation and Hold Harmless. Contractor agrees to hold City harmless from any and all third-party claims or damages to persons or property resulting from the acts or omissions, including default or negligence, of the Contractor, or its respective employees, principals, agents, successors, and assigns, arising out of or relating to services Contractor provides in accordance with this Agreement. Contractor and City mutually agree to waive their rights of subrogation against each other in the event of such a third-party claim.
11. Confidentiality. Contractor will hold all incident reports or other information, in any format whatsoever, confidential and agrees that such information shall only be disseminated to such individuals or agencies as may be beneficial to those individuals served. Release of information practices will be used to allow informed consent by program participants.
12. Relationship between the Parties. Contractor is an independent contractor for the City. This Agreement does not create an employment relationship between the City and Contractor or its agents or employees.

Nothing contained in this Agreement is intended to create a partnership or joint venture between Contractor and the City of Rapid City. No agent of Contractor shall be the agent of the City, and Contractor covenants that it will not take any action in the name of, or by holding itself out as the agent of, the City of Rapid City.

13. Time of Essence. Time is of the essence of this Agreement.
14. Waivers. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance of that provision at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
15. Amendments. This Agreement may only be amended by a written document duly executed by all parties.
16. Entire Agreement. This Agreement, along with the Addendums incorporated herein by reference, constitute the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written.
17. Subcontracting. Contractor was selected for its special knowledge, skills and expertise, and shall not subcontract the Services, in whole or in part, without City's prior written approval, which may be withheld for any reason. Contractor shall require any approved subcontractor to agree as to the portion subcontracted, to comply with all obligations of Contractor specified in the Contract. Notwithstanding City's approval of a subcontractor, Contractor shall remain obligated for full performance of the Contract and City shall incur no obligation to any subcontractor. Contractor shall indemnify, defend and hold City harmless from all claims of subcontractors.
18. Assignment. Contractor shall not assign the Contract, in whole or in part, or any right or obligation hereunder, without City's prior written approval, which approval shall not be subject to a reasonableness standard. If Contractor is a corporation or partnership, a change in ownership of Contractor resulting from a voluntary transfer of stock or partnership interests, or a transfer upon death or disability of any owner, shall not constitute an assignment.
19. Counterparts. This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.
20. Termination: Either party may terminate this Agreement for any reason, with at least thirty (30) days written notice of termination to the other party.
21. Severability. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
22. Headings. The headings and numbering of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.
23. Construction and Venue. This Agreement shall be interpreted under the laws of the State of South Dakota and applicable federal law and regulation. Any litigation under this Agreement shall be resolved

in the Circuit Court of Pennington County, State of South Dakota, or in the alternative, if federal jurisdiction arises, in the United States District Court for the District of South Dakota.

- 24. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.
- 25. Notices. Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. Notices sent by certified mail will be deemed delivered three business days after placement in the mail. Required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

Contractor's Registered Agent:  
 Great Plains Tribal Leaders Health Board  
 Sunny Colombe or Patty Eagle Bull  
 2611 Elderberry Blvd.  
 Rapid City, SD 57703

City of Rapid City  
 Pauline Sumption  
 City Finance Officer  
 300 6<sup>th</sup> Street  
 Rapid City, SD 57701

Each party shall notify the other of any change in the name or address to be used for delivery of notices.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF RAPID CITY**

\_\_\_\_\_  
 Mayor Steve Allender

ATTEST:

\_\_\_\_\_  
 Finance Officer  
 (SEAL)

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GREAT PLAINS TRIBAL LEADERS HEALTH BOARD.**

\_\_\_\_\_  
 Jerilyn Church  
 President/CEO  
 Great Plains Tribal Leaders Health Board