

COMMUNITY HEALTH WORKER COLLABORATION AGREEMENT

THIS COMMUNITY HEALTH WORKER COLLABORATION AGREEMENT (“Agreement”) is made and entered into effective on the date of last signature below, by and between Monument Health Rapid City Hospital, Inc. (“**Monument**”) and the City of Rapid City (“**City**”) (Monument and City each “**a Party**” and together “**the Parties**”).

RECITALS:

WHEREAS, the Parties, in the mutual interest of assisting underserved and vulnerable populations within the city of Rapid City, wish to collaborate with regard to the current services provided by Community Health Workers (“CHW’s”) employed by the Rapid City Fire Department (“RCFD”) and serving within the RCFD’s Mobile Medics Program; and

WHEREAS, the CHW’s are well-positioned to coordinate with Monument on community health services initiatives focused on the health and well-being of a Target Patient Population, as defined within this Agreement; and

WHEREAS, Monument is willing to provide monetary support to the City in consideration of the collaborative services to be provided by the City and its CHWs,

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, Monument and the City agree as follows:

I. DEFINITIONS

- 1.1** “Contingency Management” includes the provision to Participating Patients of patient engagement tools and support services that support patient care and treatment adherence. Examples of Contingency Management include, but are not necessarily limited to, the following: bus tickets, costs to obtain state identification cards, application fees, hygiene products, and facilitating access to affordable temporary emergency medications. Contingency management may never involve the provision of cash or cash equivalents.
- 1.2** “Participating Patients” means members of the Target Patient Population who are referred to and agree to fulfill a doctor’s written “Care Plan”, and accepted by the City’s Mobile Medics Program, for the provision of CHW services as described in this Agreement.
- 1.3** “Target Patient Population” includes Monument patients who evidence health inequity and poor social determinants of health and frequently seek and receive care in Monument Health Rapid City Hospital when a different setting of care is more clinically appropriate. Specific patients may be selected by Monument physicians and other personnel (including but not necessarily limited to case managers and social workers) based upon one or more of the following criteria:
- High readmission risk score documented in the medical record;
 - Documentation of homelessness or transient homelessness;
 - Frequent emergency department visits;
 - History of illicit drug or alcohol use;

- Documentation of being a victim of assault; and
- Identified issues with social needs such as housing, food, transportation, utilities, childcare, unemployment, education, finances, and personal safety.

II. COLLABORATIVE SERVICES

- 2.1 Target Patient Population Referrals.** Monument physicians, social workers, case managers and other personnel will identify patients within the Target Patient Population during the ordinary course of business and where clinically appropriate make efforts to refer such patients to the RCFD's Mobile Medics Program for the provision of services by the CHWs. Monument and the City understand and agree that referral of Target Patient Population patients to the Mobile Medics Program will at all times be subject to patient preference for a different provider or no provider, a patient's insurer determining the provider, and/or a referring physician's judgment that referral to the Mobile Medics Program is not in the patient's best medical interests.
- 2.2 CHW Services for Participating Patients.** City will employ CHWs to provide community health services to Participating Patients and make good faith efforts to reach a complement of two (2) to four (4) such CHWs within a reasonable time following the Effective Date of this Agreement. Community health services may include services within the CHW scope of practice and provided pursuant to the goal of assisting patients with navigating access to support services and ongoing medical care, as prescribed, under the leadership of Monument's Director of Addiction Medicine and Community Health Services. The services provided by the CHWs will support the Participating Patients in addressing, the root causes of their dysfunction, and reorient them to appropriate healthcare solutions, such as ambulatory clinics and other primary and preventive care and chronic care management. CHW services will include proactive case management, patient advocacy, service linkage, and motivational support to resolve internal and external barriers to care and address substance use disorder, medical, and basic needs for the Target Patient Population. City will provide necessary training and administrative and clinical support for the CHWs to perform duties effectively, and will provide all equipment and supplies supportive of the CHW services, including but not limited to transportation for Participating Patients and necessary communication devices. CHW's will not store or dispense controlled substances.
- 2.3 Billing for CHW Services.** City may bill patients and payors for services provided by the CHWs where allowable and retain any resulting monies received by City. Monument encourages City to utilize any reimbursement received from patients and payors to further fund services and items that may be supportive of the Target Patient Population and the collaborative relationship created and sustained by this Agreement, including but not limited to, the cost of Contingency Management.

III. MONUMENT SUPPORT FOR CHW SERVICES

- 3.1 CHW Reimbursement.** Monument will reimburse City a maximum amount of \$31,120 per month for documented time spent by the CHWs on the collaborative activities described in Article II of this Agreement. Invoices provided by City will include documentation of staff time spent specifically on preparing for and delivering collaborative activities along with associated hourly rate(s). Benefits will be expensed at 30% of compensation, and an additional 10% will be added to account for City's indirect expenses in employing the CHWs.
- 3.2 CHW Certificate Expenses.** Monument will reimburse City for the costs associated with any newly hired CHW's obtaining their CHW certificate, up to a maximum of \$5,000 per CHW.
- 3.3 Engagement Tools and Support Services Expenses.** Monument Health will reimburse City for the costs associated with Contingency Management provided to Participating Patients by the Mobile Medics Program. Any single item with a cost of over \$100 will require prior approval of the Monument Director of Addiction Medicine and Community Health Services. Further, the provision of Contingency Management to any individual Participating Patient in excess of \$570 during any calendar year will require the prior approval of said Director. Such expenses shall be documented separately on invoices, and are not subject to the reimbursement limits in Paragraph 3.1.

IV. MONITORING PROGRAM

No less than every 3 months, the Parties will meet to discuss the status and success of their collaborative relationship under this Agreement. The following items, without limitation, may be discussed at such meetings: (1) Determination and monitoring of any outcome measures appropriate for the relationship; (2) any desired modifications to the services provided by the CHWs to further achievement of the purposes of this Agreement; and (3) any desired modification to the Monument Support intended to further achievement of the purposes of this Agreement.

V. TERM AND TERMINATION

- 5.1 Term.** This Agreement will commence on the Effective Date and continue for an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional successive one (1) year terms, absent either Party's written notice of non-renewal to the other Party no less than sixty (60) days prior to the end of any term.
- 5.2 Termination.** Either Party may terminate this Agreement upon no less than sixty (60) days prior written notice to the other party.

VI. INDEMNIFICATION

As may be permitted by law, each Party agrees to indemnify, defend and hold harmless the other Party against all liability, loss, damage, costs and expenses including, but not limited to, costs of defense and reasonable attorneys' fees, which the indemnified Party may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of the indemnifying Party.

VII. MISCELLANEOUS

- 8.1 Assignment.** City may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Monument.
- 8.2 Entire Agreement.** This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and all prior and concurrent agreements, understandings, representations, and warranties with respect to such subject matter, whether written or oral, are and have been merged herein and superseded hereby.
- 8.3 Amendments.** At any time, this agreement may be amended in writing by mutual agreement of the parties, anticipating additional grant funding availability and potential reporting requirements.
- 8.4 Governing Law.** This Agreement and all matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of South Dakota.
- 8.5 Legal Compliance.** The Parties will comply with all applicable statutes, regulations and guidance, including, without limitation the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), and its implementing regulations, the Health Insurance Portability and Accountability Act (HIPAA), and 42 CFR Part 2 (Confidentiality of Substance Abuse Disorder Patient Records) (collectively, "**Laws**").

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

On this the _____ day of _____, 2024.

**MONUMENT HEALTH
RAPID CITY HOSPITAL, INC**

John Pierce, President

STATE OF SOUTH DAKOTA)
) §§
COUNTY OF PENNINGTON)

On this the _____ day of _____, 2024, before me the undersigned officer, personally appeared John Pierce, who acknowledged himself to be the President of Monument Health Rapid City Hospital, Inc., and as such President, being authorized so to do, executed the foregoing instrument for the purposes contained in this document, on behalf of Monument Health Rapid City Hospital, Inc.

IN WITNESS WHEREOF, I set my hand and official seal.

(SEAL)

Notary Public, State of South Dakota
My Commission Expires: _____

Dated this ___ day of _____, 2024.

CITY OF RAPID CITY

Jason Salamun, Mayor

ATTEST:

Daniel Ainslie, Finance Director

SEAL

STATE OF SOUTH DAKOTA)
) §§
COUNTY OF PENNINGTON)

On this the ____ day of _____, 2024, before me the undersigned officer, personally appeared Jason Salamun and Daniel Ainslie, who acknowledged himself to be the City of Rapid City Mayor and Finance Director, respectively, and as such, being authorized so to do, executed the foregoing instrument for the purposes contained in this document, on behalf of the City of Rapid City.

IN WITNESS WHEREOF, I set my hand and official seal.

(SEAL)

Notary Public, State of South Dakota
My Commission Expires:_____