

## CONTRACT

This contract is between Codington County ("County"), a political subdivision of the State of South Dakota, through the County Welfare Office, and Lutheran Social Services of South Dakota ("LSS"), a private non-profit corporation, for the purpose of acquiring law enforcement deflection services for persons with behavioral health issues.

The contract becomes effective at the date latest signed and expires six (6) months after that date.

Either party may terminate this contract, for any reason or no reason, upon 30 days notice to the other party. Upon such termination, LSS will provide a final billing to the County within 30 days of the last day of the contract period.

In return for the compensation provided, LSS will deliver services as specified in the attached Request for Proposals (Attachment A), the clarifications to the RFP (Attachment B), the proposal for services (Attachment C), and the revised budget proposal (Attachment D), all of which are hereby incorporated into this contract.

Codington County will compensate LSS as specified in Attachment D, with total compensation not to exceed twenty-nine thousand eight hundred sixty-seven dollars (\$29,867) annually. LSS will provide a monthly invoice to County Welfare, providing sufficient detail to justify the submitted costs. LSS will bill the County only for time actually worked in the program, and mileage at \$0.535 per mile.

The following conditions/additions/clarifications apply to the LSS proposal:

- For this initial contract for services in the Behavioral Health Deflection Program, LSS will provide a 0.38 FTE staff member.
- The initial case load for the program shall be 5 persons, and the caseload will increase to a maximum of 15 persons by the end of the initial contract period, depending on the intensity of services required.
- LSS will contact persons who have been placed on mental health holds to ascertain their degree of connectedness with community resources, and will facilitate connections to services for those in need thereof.
- The initial group of participants will consist of persons with behavioral health issues who are cleared on scene by a law enforcement official, who are not linked to community services and whom the law enforcement official believes would benefit from the program.
- LSS will, if possible, obtain a signed release of information form from each participant.
- LSS will choose whether or not to serve potential participants who have records of sexual offenses on a case-by-case basis, with the safety of the case manager being the foremost consideration.
- The first contact between the case manager and participant shall occur within 24 hours of LSS's notification of the potential case.
- LSS will strive to hold the first face-to-face meeting as soon as possible. At the first meeting, the case manager and participant will create a Safety Plan for the participant.

- Within the first two weeks of service, LSS will complete an assessment of the participant's case, and will create an action plan.
- LSS and the County will create a mutually-agreed-upon assessment form to be used with program participants.

LSS and County Welfare acknowledge that, because this is a contract for a pilot program, various terms, conditions and/or requirements of this contract may be modified as the program continues. LSS and County Welfare staff will meet regularly to discuss the success of the program, and any desired modifications thereto. Such modifications will be incorporated upon agreement of both parties and will take effect upon a negotiated date.

Notwithstanding the provisions of SDCL 36-32-12 or any accompanying statute, regulation or policy, LSS will provide a staff person who is (a) a licensed professional counselor (LPC) or has the equivalent mental health professional licensure from another jurisdiction, or (b) a person who is actively in the process of gaining his/her licensure as an LPC or the equivalent.

LSS agrees to comply in full with all licensing and other standards required by Federal, State, County or City statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County or City statute, regulation or ordinance or through LSS's failure to ensure the safety of all individuals served is assumed entirely by LSS.

LSS certifies, by signing this contract, that neither it, its principals, nor any of its employees performing services under this contract are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the federal government or any state or local government department or agency. LSS further agrees that it will immediately notify the County if, during the term of this contract, LSS or its principals or any of its employees performing services under this contract become subject to debarment, suspension, proposed for debarment, or declared ineligible from participating in transactions by the federal government, or by any state or local government department or agency.

LSS 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, the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the County. The County, 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 contract.

LSS agrees to hold harmless and indemnify Codrington County, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require LSS to be responsible for or defend against claims or damages arising solely from errors or omissions of the County, its officers, agents or employees.

LSS shall maintain general liability insurance or an equivalent form with a limit of not less than \$1,000,000 per occurrence, professional liability insurance with a limit of not less than \$1,000,000, workers' compensation and employers' liability as required by the State of South Dakota, and business liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident, such insurance include coverage or owned, hired, and non-owned vehicles.

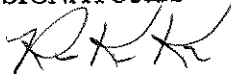
**Confidentiality of Information:** For the purpose of this paragraph, "County Proprietary Information" shall include all information disclosed to LSS by the County. LSS acknowledges that it shall have a duty to not disclose any County Proprietary Information to any third person for any reason without the express written permission of a County officer or employee with authority to authorize the disclosure. LSS shall not: (i) disclose any County Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of County Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make County Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. LSS is held to the same standard of care in guarding County Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding County Proprietary Information in the strictest confidence. LSS shall protect confidentiality of the County's information from the time of receipt to the time that such information is either returned to the County or destroyed to the extent that it cannot be recalled or reproduced. County Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to LSS; (ii) was known to LSS without restriction at the time of disclosure from the County; (iii) that is disclosed with the prior written approval of the County's officers or employees having authority to disclose such information; (iv) was independently developed by LSS without the benefit or influence of the County's information; (v) becomes know to LSS without restrict from a source not connected to Codington County. County Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the County provides services of any kind. LSS understands that this information is confidential and protected under applicable state law and applicable federal regulations and agrees to immediately notify the County if the information is disclosed, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Provider acknowledges that the County and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the County to take any action that the County reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this agreement require additional security requirements or clearance, LSS shall be required to undergo investigation.

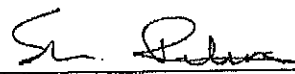
MOU: The Codington County Welfare Office, the Codington County Sheriff's Office and the Watertown Police Department have signed a Memorandum of Agreement that outlines each entity's role in the Behavioral Health Deflection Program. Under this contract, LSS agrees to

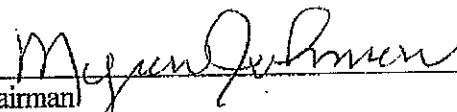
cooperate with the partners in the MOU and comply with the terms of the MOU regarding the sharing of needed information for the program.

Criminal Background Check: LSS agrees that any staff person hired to provide services in this project will undergo and pass a criminal background check, and LSS will provide documentation regarding that background check to the County upon request.

SIGNATURES

 2/1/18  
\_\_\_\_\_  
Provider Signature Dated

 12-30-17  
\_\_\_\_\_  
Director Dated  
Codington County Welfare

 12-19-17  
\_\_\_\_\_  
Chairman Dated  
Codington County Commission