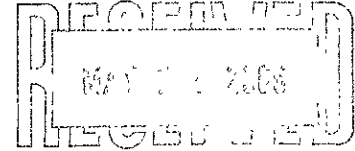


**DIVISION OF  
HEALTH SYSTEMS  
DEVELOPMENT AND  
REGULATION**

LF053106-27  
Health Protection  
Licensure and Certification  
Public Health Preparedness and  
Response  
Rural Health



May 18, 2006

Dear Mosquito Control Program;

Enclosed are the Mosquito Control Grant agreements for your program. Please sign and return both copies to our office. A signed original will be returned for your files. Once we receive your signed agreement, we will process your award for payment. If you have any questions, please call our office.

Sincerely,

A handwritten signature in cursive script that reads "Bill Chalcraft".

Bill Chalcraft  
Office of Public Health Preparedness and Response

STATE OF SOUTH DAKOTA  
GRANT AGREEMENT  
BETWEEN

City of Rapid City  
2915 Canyon Lake Drive  
Rapid City, SD 57702

South Dakota Department of Health  
Public Health Preparedness and Response  
600 East Capitol Avenue  
Pierre, SD 57501

Referred to as "Grantee"

Referred to as "State"

State and Grantee hereby enter into an agreement to award Federal financial assistance to Grantee for the purpose of mosquito control.

I. GRANTEE

- A. Grantee is not a full or part-time employee of State or any agency of the state of South Dakota.
- B. Grantee is solely responsible for determining any and all taxes due and owing from receipt of this grant award.
- C. Grantee agrees to:
  - 1. Utilize funds for the sole purpose of purchasing mosquito control chemicals as described in the Grantee's comprehensive mosquito control plan and 2006 budget.
  - 2. Funds are for 42.7 % of the Grantee's cost of eligible mosquito control chemicals.
  - 3. Grantee's total award not to exceed \$11,406.98. Funds will be awarded in the following manner:
    - Upon Grantee's submission and State receipt of the signed agreement, State will return to the Grantee; one signed original and the total award. All other receipts relative to the Grantee's operations shall be retained locally by the Grantee for a period of two years.
  - 4. Chemical purchases under this grant agreement become the sole property and responsibility of the Grantee.
  - 5. Where possible, the Grantee agrees to provide State with relevant electronic data obtained during the conduct of control efforts. This includes GIS data regarding light trap locations, trap counts, larval counts with GIS locations, GIS data of larvacide and adulticide applications, GIS

locations of bird submissions, and efficacy data. SDSU has developed a Web-based mosquito population graphing program at <http://www.ces.sdstate.edu/mosqcount/> to assist in evaluation of mosquito population trends.

D. **INSURANCE:** Grantee agrees, at its sole cost and expense, to maintain the following insurance:

1. Commercial General Liability Insurance:

Grantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.

2. Professional Liability Insurance:

Grantee shall maintain professional liability insurance with a limit of not less than one million dollars each accident.

3. Automobile Liability Insurance:

Grantee shall maintain automobile liability insurance or equivalent form with a limit of not less than \$500,000 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

4. Worker's Compensation Insurance:

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

5. Certificates of Insurance:

Prior to commencement of work under this Contract, Grantee shall furnish State properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract and promptly provide updated Certificates of Insurance on an ongoing basis. Such insurance shall not be canceled, except on 30 days' prior written notice to State. Grantee shall furnish copies of insurance policies if requested by State.

E. Both parties to the agreement recognize the sovereignty of the other and the immunities inherent with such sovereignty. Nothing in this agreement shall be construed as an indemnification by one party of the other for the liabilities, acts, or omissions of the other party or third persons arising out of this agreement. Liability for the acts or omissions of the parties, their employees, agents, contractors, assigns, or other third persons arising out of and during this agreement shall be determined according to applicable law, subject to all available defenses and immunities.

F. This contract does not require Grantee to engage in a function or activity involving the use or disclosure of the State's Protected Health Information (PHI)

as defined in the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR §164.501.

## II. STATE

A. State will award Grantee a Federal financial assistance award of \$11,406.98 upon signing this grant agreement.

B. State agrees to:

\$11,406.98 mosquito control chemicals

## III. OTHER PROVISIONS

- A. **INTEGRATION/CHOICE OF LAW AND FORUM** This agreement contains the entire agreement between the parties, and may be amended only in writing signed by both parties. Each amendment shall be attached to and become a part of this agreement. The terms and conditions of this agreement are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this agreement, which cannot be resolved by mutual agreement, will be tried in Hughes County, South Dakota.
- B. **TERMINATION** This agreement can be terminated upon thirty (30) days written notice being received by the other party and may be terminated for cause by State at any time with or without notice
- C. **NOTICE**: Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Grantee Contact Person on behalf of Grantee, 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
- D. **FUNDING TERMINATION**: This agreement depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This agreement will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- E. **LOBBYING**: Grantee agrees to not use any of the funds received pursuant to this agreement for lobbying purposes.
- F. **NONASSIGNMENT/SUBCONTRACTING**: Grantee shall not assign this agreement, or any portion thereof, without the prior written consent of State. Grantee's assignment or attempted assignment of this agreement, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Grantee may not use subcontractors to perform the services described herein without the express prior written consent of State. Grantee 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. Grantee will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- G. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE**: Grantee agrees to report promptly to State any event encountered in the course of performance of this agreement which results in injury to the person or property of third parties, or which may otherwise subject Grantee or State to liability. Reporting to State under this section does not satisfy Grantee's obligation to report any event to law enforcement or other entities as required by law.
- H. **SEVERABILITY**: In the event that any term or provision of this agreement shall violate any applicable law, such provision does not invalidate any other provision hereof.
- I. **SMOKE FREE WORK PLACE** Grantee agrees that no person may smoke tobacco or carry any lighted tobacco product in any public place or place of employment where any services pursuant to this contract are rendered SDCL §§ 22-36-2 to 22-36-4.

- J DRUG FREE WORK PLACE: Grantee agrees to encourage all its employees to refrain from using illegal drugs which may affect an employee's ability to perform the essential functions required under the terms and conditions of this agreement. State reserves the right to terminate this contract if Grantee, or any of its employees or agents, is convicted of using illegal drugs.
- K. RECYCLING: State strongly encourages Grantee to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.
- L. CIVIL RIGHTS POLICY: Both parties agree to provide services covered by this agreement without regard to race, color, sex, religion, national origin, creed, marital status, age or disability as prohibited by state or federal law.
- M. AUDIT REQUIREMENTS:  
(EXPENDING \$500,000 OR MORE)  
A nonprofit subrecipient, (as well as profit hospitals) Grantee, expending \$500,000 or more in one year in Federal awards, must have an annual audit made in accordance with Office of Management and Budget Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions and the Auditor General's guidelines.
- All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.
- Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.
- N. PERSONNEL: Neither the Grantee nor any employee or agent thereof will hold him or herself out as or claim to be an officer or employee of State and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of State including, but not limited to, workers' compensation, health, life, malpractice insurance, and retirement membership or credit.
- O. CONTRACT ORIGINAL AND COPIES: An original of this contract will be retained by the South Dakota Department of Health and a second original will be sent to Grantee.
- P. RECORD RETENTION/EXAMINATION: Grantee agrees to maintain all records that are pertinent to this agreement and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- Q. FEDERAL AND STATE LAWS: Grantee agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this agreement.
- R. AMERICANS WITH DISABILITIES ACT: Grantee agrees to provide all services required in this contract in compliance with the Americans With Disabilities Act (ADA) of 1990, 42 U.S.C §§ 12101-12213, and any amendments thereto.
- S. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Grantee agrees that neither Grantee, nor any of Grantee's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Grantee will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Grantee, or any of Grantee's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding.
- T. OWNERSHIP: All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this agreement will become the sole property of State. State hereby grants Grantee the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Grantee's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Grantee shall be delivered to State upon completion or termination of services under this agreement.

The parties signify their agreement by signing below.

Thomas E. Martinec, Director Health Systems Development and Regulation Department of Health	Date	Grantee Signature	Date
		Print or Type Grantee Name	

Linda Zeller Administrator, Financial Management Department of Health	Date
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State Contact Person: Bill Chalcraft Phone: 773-3364

Grantee Contact Person: Lon VanDeusen Phone: 394-4175

**The following shall be completed by the Grantee:**

Nonprofit  Profit   
 Grantee fiscal year beginning \_\_\_\_\_ and ending \_\_\_\_\_  
 Federal ID number or Social Security Number \_\_\_\_\_

**The following shall be completed by the State:**

MSA Account code 5204 \_\_\_\_\_

Fund Source Name: Epi - Lab	Fund Source Name:	Fund Source Name:
CFDA No: 93.283	CFDA No:	CFDA No:
Program: 0903001 307	Program:	Program:
CO: 2018-Federal \$11,406.98	CO: 2018-Federal	CO: 2018-Federal
3047-Other	3047-Other	3047-Other
1000-General	1000--General	1000-General