

AGREEMENT FOR A SERVICE CONTRACT
Agreement Number: 2012-A18

This Agreement, entered into this 9th day of February, 2012 by and between the Government Research Bureau at the **University of South Dakota** hereinafter referred to as the "UNIVERSITY" and the City of Rapid City, hereinafter referred to as "CLIENT";

WHEREAS, the **CLIENT** has indicated the need for research described in this Agreement; and **WHEREAS**, the **UNIVERSITY** has personnel able to conduct the research; and **WHEREAS**, the **CLIENT** desires the **UNIVERSITY** to conduct the study;

NOW, THEREFORE, it is agreed that the **UNIVERSITY** shall conduct the study in accordance with the following:

Project Identity

For purposes of identification, **Service Project Number 2012-A18** will identify this project and the Agreement number listed above. All invoices, reports, and correspondence submitted to the **UNIVERSITY** in connection with this Agreement shall be identified accordingly. All matters relating to this Agreement will be processed through the University of South Dakota Office of Research & Sponsored Programs, who will be identified in the "Notice to Proceed" with the work.

Scope of Work and Method of Study

UNIVERSITY, under direction of principal investigator, Rich Braunstein, will perform a needs assessment and gaps analysis for **CLIENT**.

UNIVERSITY agrees to perform those tasks delineated in its proposal entitled "Rapid City Senior Cooperative Master Plan Needs Assessment and Service Gap Analysis", which is attached to this Agreement and incorporated herein.

Changes in Study

Changes in objectives and scope of the study that have significant bearing on the research must be approved *prior* to executing, in writing, by the **UNIVERSITY**. Requests for increases in study time or funding must be submitted to the **CLIENT** before extra work is started and at least fifteen (15) days prior to termination of this Agreement. All increases in study time or funding require execution of a supplemental Agreement.

Subcontracting

The **UNIVERSITY** shall perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by the **UNIVERSITY** that must be obtained for proper execution of this Agreement. All subcontracts in excess of \$10,000 must contain all of the provisions of this Agreement.

Period of Performance

UNIVERSITY agrees that the project will commence upon execution of this agreement and end on **June 15, 2012**, unless both parties to this Agreement agree in writing to a time extension.

Reports

The **UNIVERSITY** will provide the **CLIENT** with updates upon request.

In all cases, the **CLIENT** will advise the **UNIVERSITY** as to each report's acceptability and will request any changes that may be desired. The **UNIVERSITY** will provide the **CLIENT** with deliverables as listed in the Statement of Work.

Agreement Price

UNIVERSITY agrees to accept and **CLIENT** agrees to reimburse as full compensation for all services rendered and materials and supplies furnished under this agreement, the costs of the **UNIVERSITY** in an amount up to, but not to exceed **\$23,106.80** as specified in the proposed budget included in this Agreement.

Payment

Payment will be based upon the delivery of reports as outlined in the Statement of Work.

Records

UNIVERSITY shall maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement. Furthermore, **UNIVERSITY** shall maintain accounting records, bills, invoices, and other vouchers, or certified copies thereof if originals are lost, and make these records available to Office of Research at reasonable periods during this Agreement period and for three years following the date of final payment. Such accounting records will be made available for State inspection and copies thereof shall be furnished, if requested by State.

All personnel employed by the **UNIVERSITY** shall maintain time records for time spent performing work on study described in this Agreement for a period of three years from the conclusions of the study. Time records and payroll records for said personnel shall be similarly retained by **UNIVERSITY** for a period of three years from the date of final payment. The date of final payment is contingent on resolution of the final cost audit report.

Inspection of Work

University of South Dakota shall at reasonable times be accorded review and inspection of the work in this Agreement. State shall have access to **UNIVERSITY'S** premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to this Agreement.

Equipment

If items of equipment, including instrumentation or component parts, are required to conduct this study and are specified in the **UNIVERSITY'S** proposal, then no further approvals are required

from State. Any equipment purchased for this study but not budgeted in the UNIVERSITY'S proposal must have prior written approval by the University of South Dakota.

Any item of equipment with an acquisition cost in excess of One Thousand Dollars (\$1000.00), which is not specifically identified but for which a cost item for equipment is contained in UNIVERSITY'S proposal must have specific approval by the University of South Dakota prior to purchase.

Title to all nonexpendable equipment (nonexpendable equipment is equipment that has residual value upon completion of the study) shall rest with the University. At the conclusion of the study, UNIVERSITY shall supply to the CLIENT an itemized list, including descriptions, purchase costs, and estimated salvage value of equipment purchased during the course of the study.

If at the conclusion of the study the UNIVERSITY desires to acquire title to nonexpendable equipment from CLIENT, the UNIVERSITY may ask the CLIENT for title. If the CLIENT elects to grant title, the CLIENT shall be allowed a credit from UNIVERSITY'S final payment equal to the current salvage value as determined by mutual agreement between the UNIVERSITY and the CLIENT, subject to applicable surplus property laws.

Rental of Space, Equipment, or Facilities

The actual cost to UNIVERSITY of renting any additional space, special equipment or facilities not owned by UNIVERSITY but required for the study and listed in UNIVERSITY'S proposal, are hereby approved by the CLIENT, subject to a limitation of the period of performance of this Agreement.

The CLIENT approves the items and classes of items, such as office equipment, typewriters, computers, files, tables, laboratory, or other items shown in UNIVERSITY'S proposal as the indirect costs of the study. Those costs are included in the Agreement price.

Ownership of Data

The ownership of data collected under this Agreement, together with summaries and charts derived there from, shall be vested with the CLIENT but may be made available for academic or promotional use by request to the CLIENT from the UNIVERSITY.

Publication

CLIENT understands that one of the primary missions of UNIVERSITY is the creation and dissemination of new knowledge. Other provisions of this Agreement notwithstanding, UNIVERSITY shall retain the right to publish results stemming from this project for academic, professional, or promotional purposes.

In the event of failure of Agreement between the UNIVERSITY and the CLIENT relative to the publication of the final report, or any progress reports during the period of this Agreement, the UNIVERSITY reserves the right to publish independently, in which event the non-concurrence of contractor shall be set forth, if requested by UNIVERSITY.

Publication by either party shall give credit to the other party except: a) upon failure of Agreement by both parties on any report of the study or, b) if either of the parties requests that its credit acknowledgment be omitted.

Termination of Agreement

Either party to this agreement may cancel this Agreement upon giving thirty (30) days written notice of such cancellation to the other party. If this Agreement is terminated under this paragraph, the **UNIVERSITY** shall deliver to the **CLIENT** all work product produced up to the time of termination. The **CLIENT** shall reimburse the **UNIVERSITY** for all work completed to the date of termination.

Americans with Disabilities Act

The **UNIVERSITY** agrees to provide services in compliance with the Americans with Disabilities Act of 1990.

Civil Rights

The **UNIVERSITY** shall abide by the requirements of Title 6 of the Civil Rights Act of 1964. These requirements are attached as Exhibit B and are hereby made a part of this Agreement.

Protection of Contracting Authority

Any and all of the employees of **UNIVERSITY** while engaged in the performance of any work or services required by **UNIVERSITY** under this Agreement shall be considered employees of **UNIVERSITY**. Any and all claims that might arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims made by any third party as a consequence of any act or omission on the part of **UNIVERSITY'S** employees while so engaged in any of the work or service provided to be rendered herein, shall be the sole obligation and responsibility of the **UNIVERSITY**.

CLIENT agrees to indemnify, save and hold harmless **UNIVERSITY** and all of its agents and employees, or and from any and all claims, demands, action or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work provided for herein. **CLIENT** further agrees to defend, at its own sole cost, any expense, any action, or proceeding, commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred to the **Director of the GOVERNMENT RESEARCH BUREAU**, and the appropriate parties working on behalf of the **CLIENT**. If said dispute(s) cannot be resolved between the contracting parties-working as representatives for the **President of the UNIVERSITY** and the **Executive Director of the CLIENT**, respectively, then the dispute may be settled by an impartial third party/mediator, as agreed upon by the disputants.

NEGOTIATED AGREEMENT

The University agrees to provide the supplies/perform the services set forth in this Agreement for the prices stated herein. The rights and obligations of the parties to the Agreement shall be subject to and governed by the following documents (1) this Agreement, (2) the request for proposal, if any, and (3) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)

Client: <client>	University of South Dakota
By: X	By: X
Authorizing Official: <client> Name & Title <address>	Authorizing Official: University of South Dakota Date Dr. Laura Jensi - Vice President Research University of South Dakota Vermillion, SD
	By: X
	Rich Braunstein Government Research Bureau University of South Dakota Vermillion, SD
	Date

I. Project Deliverables:

The Consultants will facilitate an initial meeting with the contractor, face-to-face or via online conferencing, depending on scheduling and availability of the contractor. Consultants will also deliver monthly updates via online conferencing on project status during the five month research period presented in the timeline below. An initial written draft of final report will be delivered 21 days prior to the conclusion of the research period. After review by Rapid City, and revisions by the Consultants, a final written draft will be delivered on or before the conclusion of the research period.

An in-person presentation of final results will be made at a conclusion meeting in Rapid City at a location determined by Rapid City, to an audience determined by Rapid City. In sum, project updates, initial and final written drafts, and in-person presentation will constitute the set of deliverables for this project.

II. Project Timetable:

The Consultants will begin the project upon execution of a contract between the University of South Dakota and Rapid City. Ideally, the start date of the project will be February 15th, 2012. The Consultants will complete survey deployment and initial analysis approximately 45 days after the project begins. Focus groups will be conducted between 30 and 60 days after the project begins, with inventory of health care resources and gaps analysis conducted between 60 and 90 days after the project begins. The Consultants will draft a final report and presentation approximately 120 days after the project begins, leaving the last final 30 days of the project for presentation, discussion and revision prior to the completion of 150 days, or five months, after the project begins. These timelines for each phase of the research presented below are contingent upon completion of the project contract before February 15th and will vary to accommodate an earlier or later contract date.

**Action Items and Timeline
Rapid City Senior Needs Assessment and Service Gaps Analysis.**

Research Phases	Project Dates:
<p>Phase One:</p> <p>The GRB will conduct an initial meeting with the representatives of Rapid City to assess and prioritize information needs, including the identification of specific measures to pursue in a telephone survey of no longer than 12 minutes.</p> <p>GRB will develop a draft survey instrument focused on the specific measures identified.</p> <p>Rapid City, in collaboration with the GRB, will develop a master list of all stakeholder agencies and individuals to consult about valid sample respondents.</p> <p>The GRB will share the initial draft survey with Rapid City to ensure that the items included on it accurately represent Rapid City senior community interests. Rapid City will have at least one week to consider the validity of survey questions asked, and provide feedback to the GRB. The GRB will then revise and resubmit the survey to Rapid City for final approval.</p> <p>Once survey content is approved by Rapid City, the GRB will put the survey into the field with RMA Associations for two weeks, between March 25 and March 30.</p>	<p>February 15 to March 30, 2012</p>
<p>Phase Two:</p> <p>The Consultant will begin analysis as soon as data is available. The consultant will provide Rapid City with a breakdown of initial responses as those results are available in the form of regular updates.</p> <p>Focus groups will be conducted at this phase of the project, as will the inventory of health care resources and gaps analysis.</p>	<p>April 2 to May 15, 2012</p>
<p>Phase Three:</p> <p>The Consultants will draft a final report and presentation approximately 120 days after the project begins, leaving the last final 30 days of the project for presentation, discussion and revision prior to the completion of 150 days</p>	<p>May 15 to June 15, 2012</p>

**Rapid City Senior Cooperative Master Plan
Needs Assessment and Service Gap Analysis**

**GRB Collaboration
Proposal**

III. Budget:

Research Phases	Amount	Invoice Dates:
<p>Phase One:</p> <p>Review of existing literature on emerging senior needs, including trends of three unique senior cohorts.</p> <p>Analysis of existing data -- 2009 Senior Centers Survey, Census Bureau, AARP Policy Institute.</p> <p>Adaptation of literature observations and elite interview questions/responses into a community wide survey.</p>	<p>\$ 3,597.00</p>	<p>March 30, 2012</p>
<p>Phase Two:</p> <p>Survey analysis.</p> <p>Resource constituency focus groups - maximum of two sessions.</p> <p>Two constituency focus groups.</p> <p>Elite interviews -- maximum of 12 interviews.</p> <p>Senior resources inventory, including specified service areas not just physical location.</p> <p>Gaps Analysis -- capabilities, requirements and mapping.</p> <p>Comparative communities research.</p>	<p>\$ 15,199.80</p>	<p>May 15, 2012</p>
<p>Phase Three:</p> <p>Combine research elements for draft writing.</p> <p>Production of draft report .</p> <p>Presentation to Rapid City.</p> <p>Draft revisions.</p> <p>Production of final report.</p>	<p>\$ 4,310.00</p>	<p>June 15, 2012</p>