

AGENDA
Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, December 3, 2019

- 1. Pledge of Allegiance**
- 2. Conflict of interest items**
- 3. Call for Public Comment**
- 4. Action to approve the agenda**
- 5. Action to approve the minutes of November 26, 2019**
- 6. Monthly reports**
 - a. Extension**
 - b. Veterans Service Officer**
 - c. Welfare Director**
- 7. Action to approve Plat Resolutions**
 - a. Brock Heyduk Addition**
 - b. J and J Mather Addition**
- 8. Action to award a bid for a RIP RAP Project from bids received on 11/26/2019**
- 9. Action to authorize the Chairman to sign a bid letting for BRO 8015(38) bridge replacement**
- 10. Opening of bids and action to award for culvert installation project**
- 11. Action on a request to purchase a vehicle for Government Buildings dept.**
- 12. Action on a request to move a seasonal employee to full time**
- 13. Action on the proposed RENODRY/Rising Damp project**
- 14. Action to approve a cell phone stipend for a seasonal employee for the month of November 2019**
- 15. Action to authorize the Chairman to sign a contract for 2020 Community Health nursing services**
- 16. Action to authorize the Welfare Director to utilize Express Employment for a temporary hire if needed**
- 17. Discussion/possible action to proceed with implementation of a 211 Program in Codington County**
- 18. Discussion/possible action to approve a revised Memorial Park Campground Managers contract**

19. Action to approve claims for payment

20. Action to approve automatic budget supplements

21. Action to approve personnel changes

22. Action to approve travel requests

23. Public Notices – a possible quorum of Commissioners could be in attendance at:

- a. Watertown VA Clinic, open house, December 5th, 10:00 a.m. to 12:00 noon**
- b. “Two Truths and a Lie” Opioid event, December 5th, 6:15 p.m. to 8:00 p.m., at the D.D. Miller Auditorium**
- c. CAFO Forum, December 6th, 10:00 a.m. – 3:00 p.m., Codington County Extension**

24. Old Business

25. New Business

26. Open

- a. Public Comments**
- b. Commission Comments**

27. Action to enter into Executive session per SDCL 1-25-2

- (1) Discussion of personnel issues**
- (2) Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters**
- (3) Preparing for contract negotiations with employees or employee’s representatives**
- (4) Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)**

28. Action to adjourn until 9:00 a.m., Tuesday, December 10th, 2019; at the Codington County Courthouse

Codington County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of service.

**Official Proceedings
County of Codington, Watertown, South Dakota
Codington County Courthouse
14 1st Ave SE**

November 26, 2019

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, November 26, 2019, at the Codington County Courthouse. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chairman, Myron Johnson, presiding. Commissioner VanDusen led the pledge of allegiance.

CONFLICT OF INTEREST ITEMS

There were no conflict of interest items to note.

CALLS FOR PUBLIC COMMENT

Chairman Johnson called for public comments for the Open, none were forthcoming.

AGENDA APPROVED

Motion by Hanten, second by VanDusen, to approve the agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Hanten, second by Waterman, to approve the minutes of November 19, 2019; all voted aye; motion carried.

MONTHLY REPORTS

Emergency Management Director, Jim Sutton, reported on the following items: the Cyber Security survey has been completed and submitted to the State Office of Homeland Security; all of the small project claims for the Spring disaster declaration have been submitted to FEMA and work continues to appeal the denial of Codington County's application to be included in disaster declaration DR-4469, if the County continues to be denied Mr. Sutton will request written explanation of the denial; on December 4th Mr. Sutton will attend a City department head meeting and also a meeting with City officials regarding the establishment of flood levels at Lake Kampeska in anticipation of 2020 spring flooding; Public Information Officer classes will be held on January 28th & 29th, 2020; a HAZMAT class will be held on December 13th at LATI; the County continues to distribute sand bags as needed by property owners at Lake Kampeska with a current stockpile of 129,000 sandbags on hand. **Sheriff, Brad Howell**, provided the Board with the following statistics, compiled during the month of October 2019, for the Detention Center and Sheriff's Office: Fees collected in the amount of \$7,601.10 were retained by the County; 657 cases/calls for service; responded to 19 accidents; 77 arrest warrants served; 237 sets of civil papers served; 3,524 inmate transport miles (13 trips); average daily inmate population 70.35 (high of 76 and low of 65); 32 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 64 individuals testing twice daily for PBT'S; 44 individuals reporting twice weekly for UA Drug testing; 3 individuals using sweat patches; 238 bookings; \$26,041.38 collected in fees for out of county prisoner contracts; \$8,090.00 collected in work release fees; \$6,581.00 collected in fees for the 24/7 program; and \$4,778.00 collected in SCRAM fees, which were remitted to the office of the SD Attorney General. Sheriff Howell advised the Board that the Sheriff's office recently conducted ALICE training for County employees. The Sheriff's office is sponsoring "Operation Warm" to collect new warm clothing for kids which will then be distributed by local schools as needed. Sheriff Howell expressed thanks to Watertown Ford and the Family Worship Center who will provide noon and evening meals for inmates on Thanksgiving Day.

JUVENILE JUSTICE REINVESTMENT FUNDS

Boys and Girls Club representatives, Brooke Reidburn, Youth Diversion Coordinator and Louis Canfield, Director of Operations; along with States Attorney, Rebecca Morlock Reeves, met with the Board to review the "Teen Court" process and also provide the Board with information regarding the "Diversion Program" and current participating numbers. Motion by Gabel, second by Hanten, to allocate Juvenile Justice Reinvestment Initiative grant funds to the Boys and Girls Club, in the amount of \$2,478.40, per the recommendation of States Attorney, Becky Morlock Reeves; all voted aye; motion carried.

VETERANS SERVICE OFFICER REAPPOINTMENT

Motion by VanDusen, second by Hanten, to reappoint Al Janzen to the position of Codington County Veteran's Service Officer, per SDCL 33A-1-22, for a term of four years, through the first Monday In January, 2023; all present voted aye; motion carried.

TEMPORARY WELFARE ASSISTANT

Welfare Director, Sarah Petersen, requested authorization to hire a temporary Welfare Assistant during the scheduled leave of the current Assistant. Motion by VanDusen, second by Gabel, to approve the hiring of a temporary Welfare Assistant; all voted aye; motion carried. Discussion was held regarding possibly going through Express Employment for this position.

2020 COMPENSATION FOR NON-UNION EMPLOYEES

Motion by Hanten, second by VanDusen, to approve the following 2020 compensation package for all non-union employees, elected officials, and department heads, per the recommendation of Human Resource Director, Terry Satterlee: 1.75% COLA added to each step in the current pay schedule; all voted aye; motion carried.

RIP RAP PROJECT BIDS

Highway Superintendent, Rick Hartley, opened and announced the following bids received, for Rip Rap projects, as previously advertised:

<u>BIDDER</u>	<u>TOTAL BID</u>
J and J Earth Works, Milbank, SD; bid bond enclosed	\$573,730.00
Bates Construction, Twin Brooks, SD; bid bond enclosed	\$652,240.00
Clausen Construction, Watertown, SD; bid bond enclosed	\$611,983.36
Lien Transportation Company, Aberdeen, SD; bid bond enclosed	\$569,833.75
Jeff Argo Excavating, Watertown, SD; cashier's check enclosed	\$670,412.50
Deutsch Excavating, Watertown, SD; bid bond enclosed	\$628,613.38
Clausen and Sons Construction, Watertown, SD; bid bond enclosed	\$563,810.00

Motion by Hanten, second by VanDusen, to postpone a bid award until the Board's meeting on Tuesday, December 3rd, 2019, to allow the Highway Superintendent time to review the bids for accuracy; all voted aye; motion carried.

COMMISSIONER CONTINGENCY BUDGET SUPPLEMENTS

Motion by VanDusen, second by Gabel, to transfer Commissioner Contingency funds to the following budgets: Court Appointed Attorney budget \$11,031.50 and Mentally Ill budget \$2,446.52; all voted aye; motion carried.

CLAIM APPROVED

Motion by Hanten, second by Gabel, to approve a claim payable to the City of Watertown, in the amount of \$21,806.51, for September 911 surcharge, reported to the SD Dept. of Revenue; all voted aye; motion carried.

SALARY CLAIMS

Motion by Hanten, second by Gabel, to approve November Salary claims; all voted aye; motion carried: Commissioners: 10,242.66 total salaries. Auditor: 20,921.78 total salaries. Co. Treasurer: 30,358.45 total salaries; Janet Bevers 4139.46 step increase. States Attorney: 39,009.37 total salaries; Jamie Monson 3728.82 step increase. Gov. Buildings: 18,720.38 total salaries. Dir. Equalization: 41,530.14 total salaries. Reg. of Deeds: 20,713.47 total salaries; Jill Schweitzer 3452.16 step increase. Veterans Service: 10,176.47 total salaries. Sheriff: 90,147.40 total salaries; Brent Solum 4363.92 step increase. Co. Jail: 110,144.35 total salaries; Kayla Schomaker 3647.04 step increase; Jennifer Matejek 4090.74 step increase; Maria Escamilla 4198.62 step increase. Welfare: 6,195.94 total salaries. County Nurse: 4,637.90 total salaries. Co. Park: 3,960.05 total salaries. Ag. Bldg.: 10,087.50 total salaries. Co. Extension: 9,544.11 total salaries. Weed Control: 5,364.16 total salaries. Planning Board: 267.27 total salaries. Road & Bridge: 100,576.49 total salaries; Allen Benck 4292.58 step increase; Jamie Dolen 3935.88 step increase; Brad Schwinger 4292.58 step increase. Emergency Management: 13,861.97 total salaries. Crime Victim: 6,685.48 total salaries. W.I.C.: 4,170.55 total salaries. Total 557,315.89. Breakdown of withholding amounts which are included in the above: S.D. Retirement 51,214.80; S.D. Retirement 161.52 spouse option; S.D. Supplemental Retire. 4,680.00 suppl. retire.; Sanford 68,894.37 ins.; Reliance Standard Life Insurance 455.30 life ins.; Delta Dental 6,448.88 ins.; Avesis 876.97 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 519.20 employee union dues; AFLAC 4,270.48 ins.; John Hancock 4,145.00 suppl. retire.; AFLAC 719.44 ins.; Watertown United Way 65.00 employee contributions; Office of Child Support 535.00 employee payments; Sioux Valley Credit Union 23,165.00 employee payments; Cod. Co. Treasurer 32,200.00 employee monthly draw; SDRS Supplemental Retirement 4,450.00 Roth retirement; Teamsters Local Union 120 258.00 employee union due; Codington County Deputy Sheriff's Association 120.00 employee union dues; ReliaBank Dakota 37,724.08 federal withholding; ReliaBank Dakota 63,746.74 social security; Accounts Management 150.00 employee garnishment; Barbara Curtis 800.00 employee payment.

TRAVEL REQUESTS

Motion by Gabel, second by Waterman, to approve the following travel requests: Veterans Service Officer, Mini Conference Training and Weed Dept. Supervisor, VanDiest Year-end; all voted aye; motion carried.

WATERTOWN ARROWS VOLLEYBALL

The Board recognized the Watertown Arrows Volleyball team as the 2019 Class AAA Volleyball champions.

ADJOURNMENT

There being no further business to come before the Board a motion was made by Hanten, second by VanDusen, to adjourn at 9:50 a.m., until 9:00 a.m., Tuesday, December 3rd, 2019; all voted aye; motion carried.

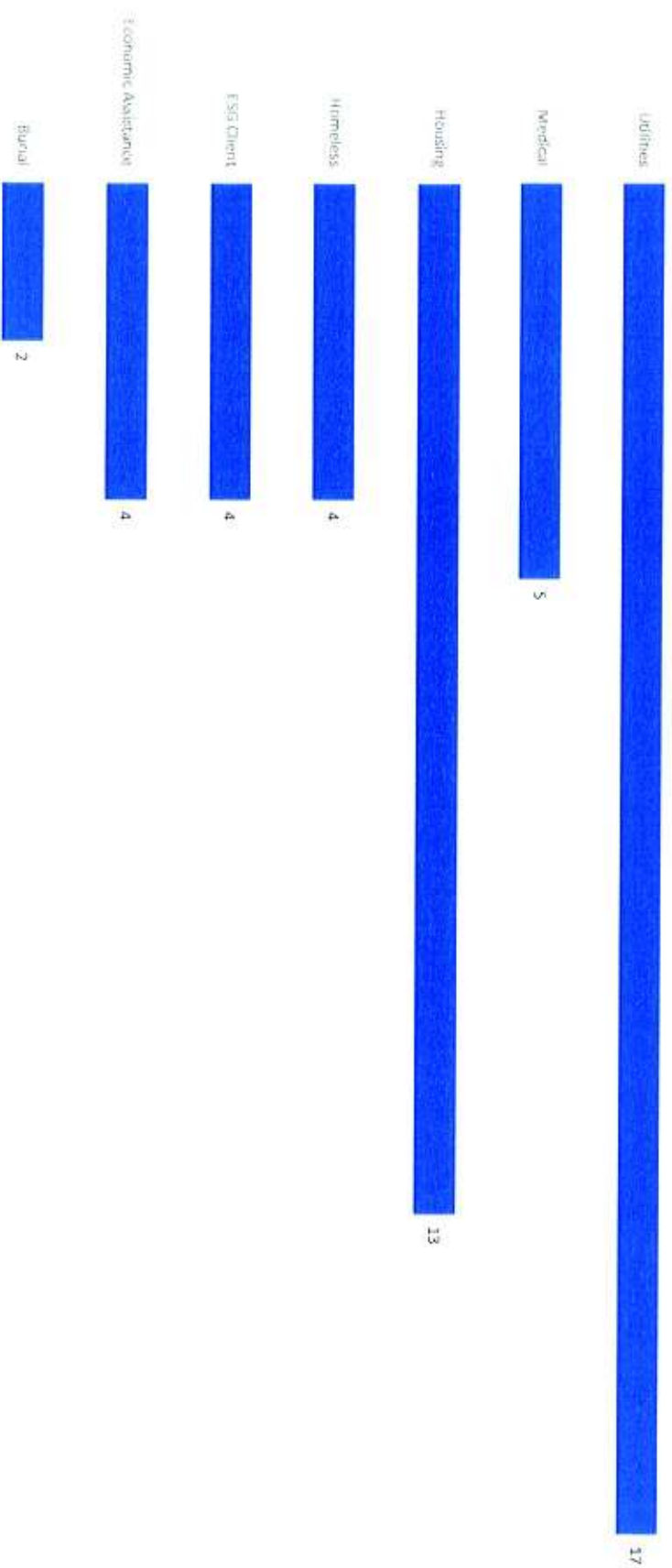
ATTEST:

Cindy Brugman
Codington County Auditor

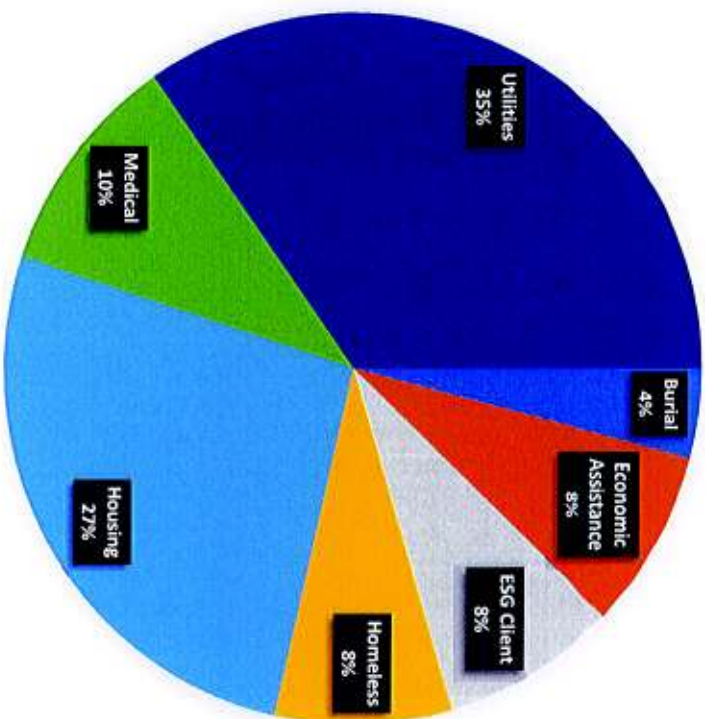
Codington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.

Published once at the total approximate cost of \$_____

September 2019
49 Services Provided

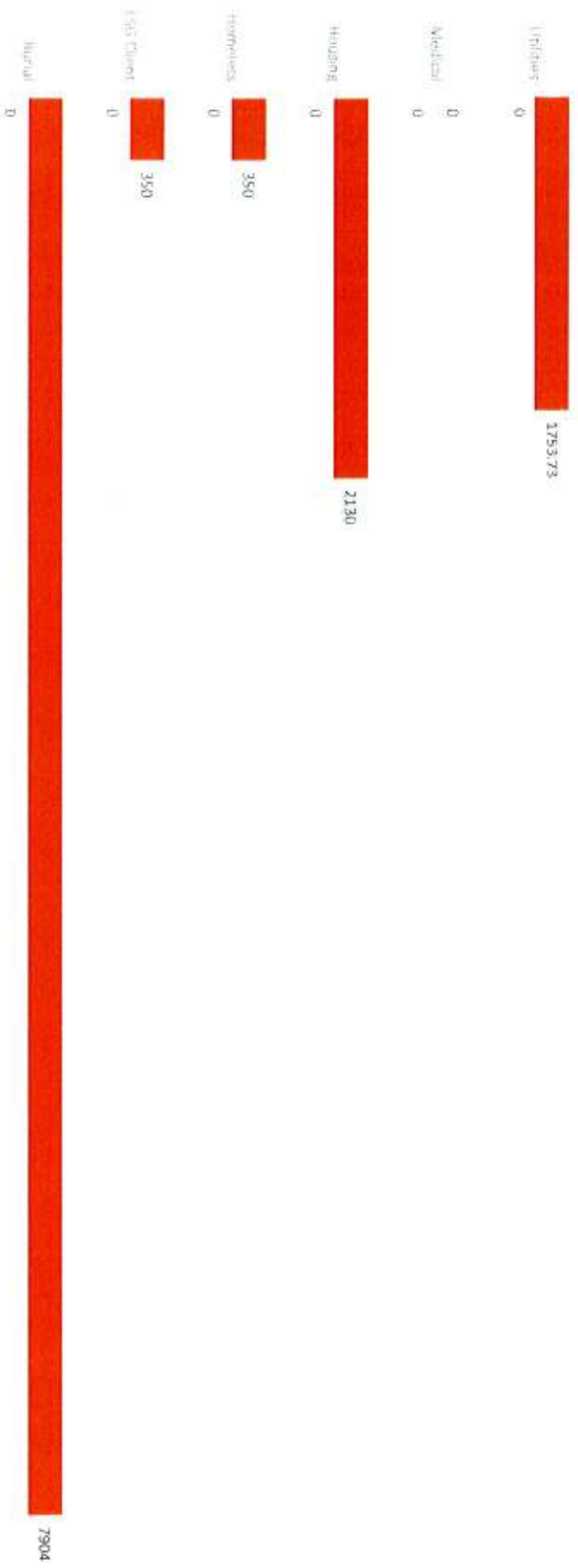


September 2019 Services Provided

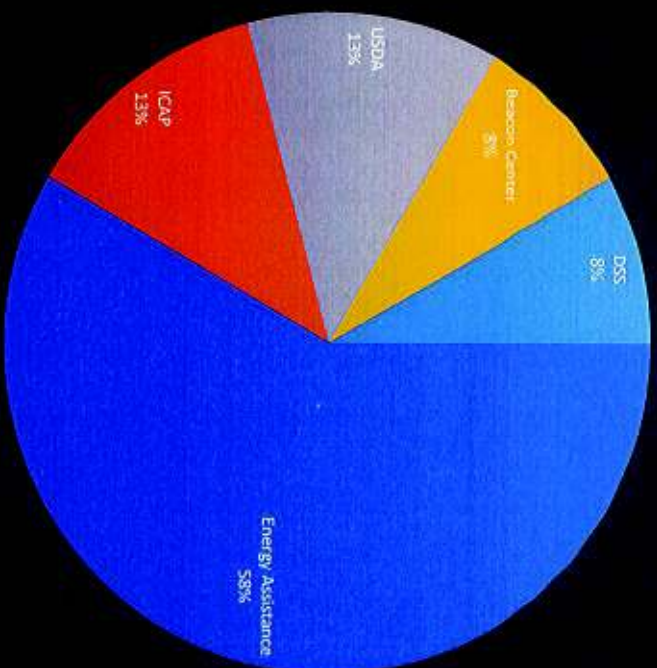


September, 2019

Cost Avoidance Cost



September, 2019 Referrals to Other Agencies

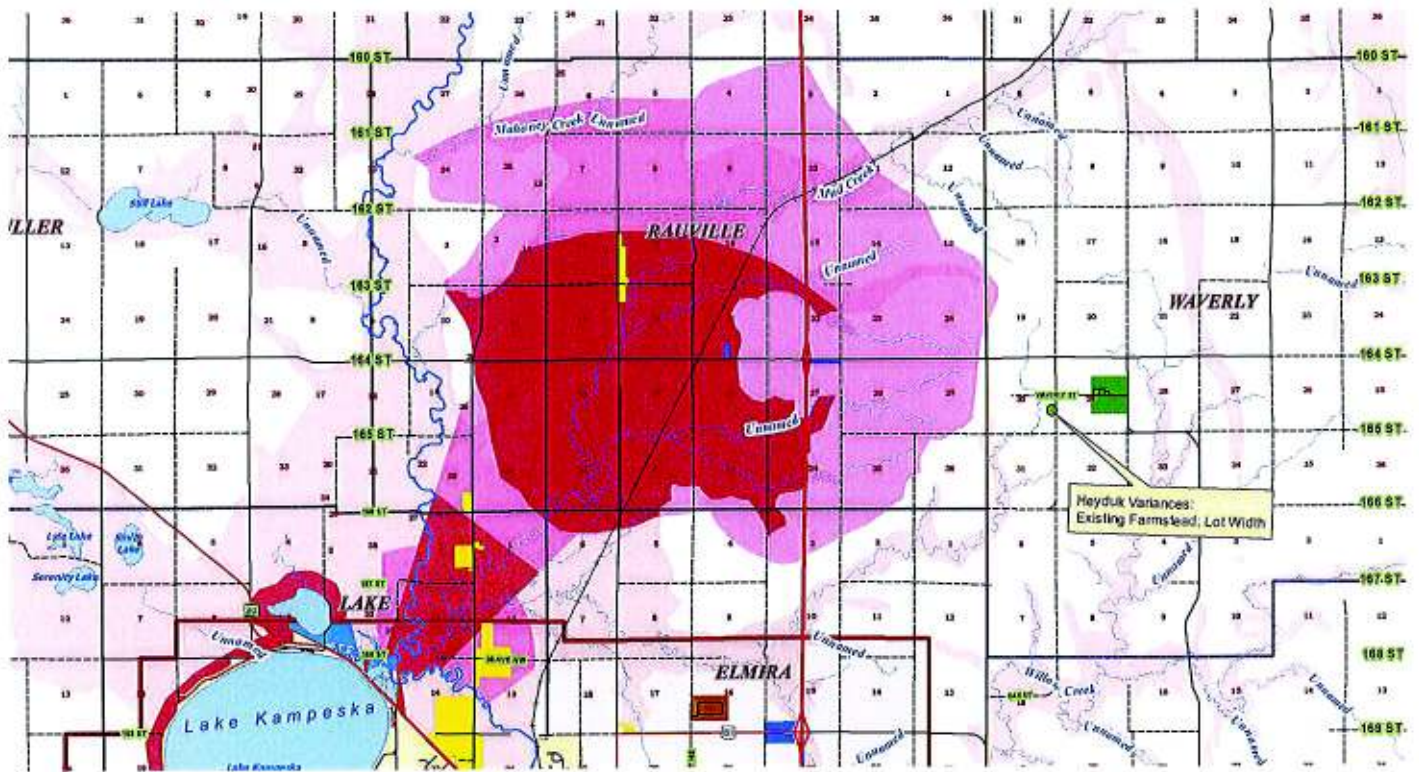


■ Energy Assistance ■ ICAP ■ USDA ■ Beacon Center ■ DSS

Heyduk Plat

Brock Heyduk Addition in the Southeast Quarter of Section 30-T118N-R51W (Waverly Township)

Plat Approval



PLAT OF:
BROCK HEYDUK ADDITION
 IN THE COUNTY OF CODINGTON, SOUTH DAKOTA
 LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 30, T118N,
 R51W OF THE 5th P.M., CODINGTON COUNTY, SOUTH DAKOTA
 CONTAINING 5.0 ACRES, MORE OR LESS
 Sheet 1 of 3

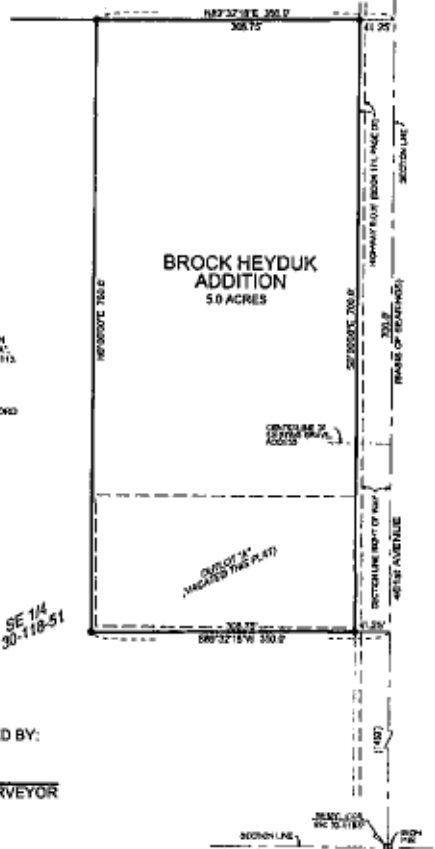


SCALE 1"=100'
 OCTOBER 2019

● CAPPED IRON PIN SET
 ○ EXISTING MONUMENT

"PLAT OF BROCK HEYDUK ADDITION"
 SHALL HEREBY STATE "OUT OF A"
 RECORDED IN BOOKS PAGES 118-119
 ON AUGUST 26, 1912 AT 4:00 P.M.
 IN THE OFFICE OF THE REGISTER
 OF DEEDS, CODINGTON COUNTY,
 SOUTH DAKOTA.
 SUBJECT TO EASEMENTS OF RECORD

SE 1/4
 30-118-51

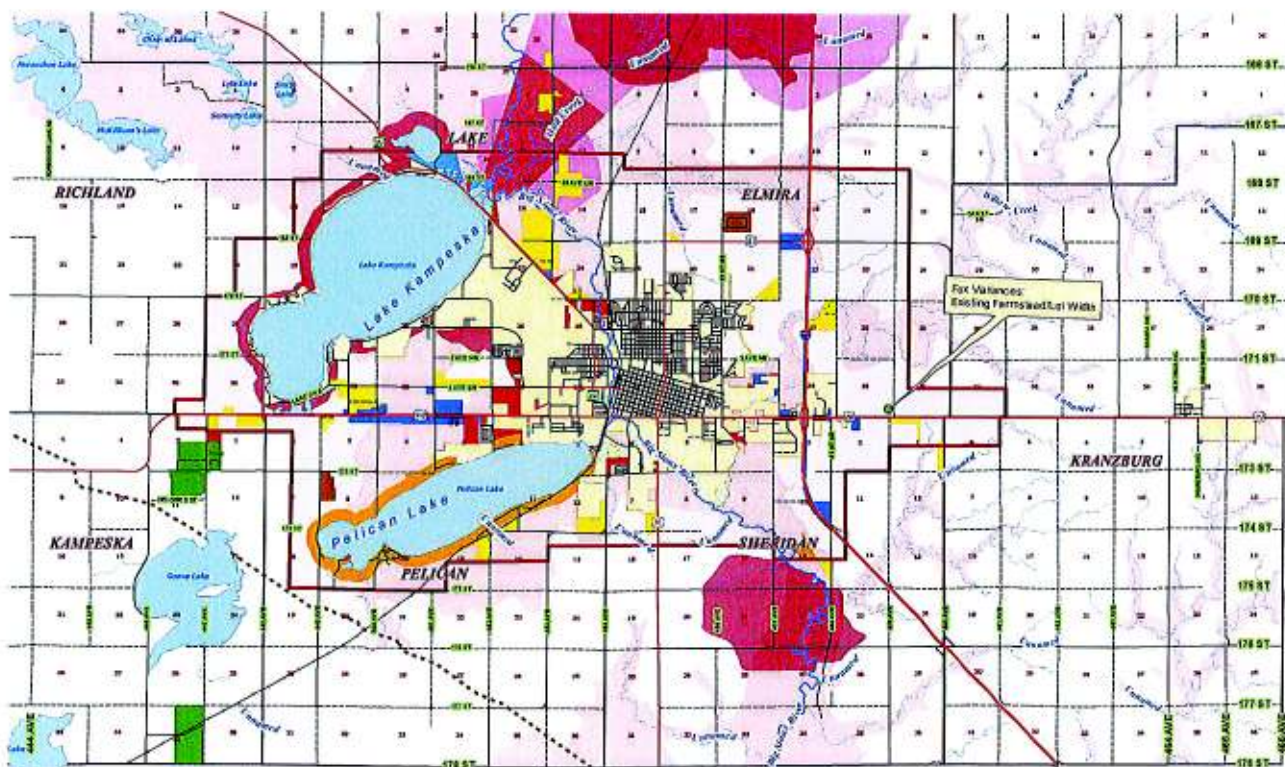


SURVEYED & PREPARED BY:

REGISTERED LAND SURVEYOR

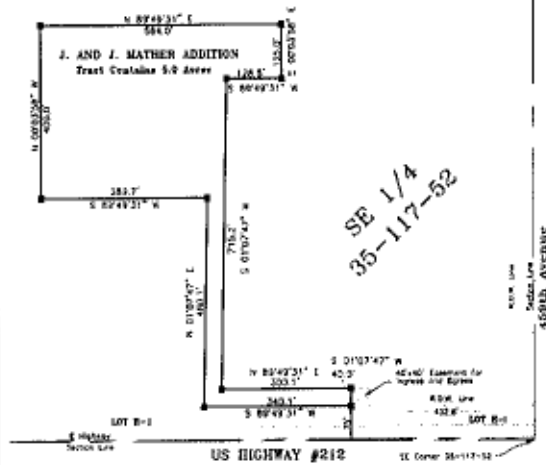
Fox Plat

J and J Mather Addition in the Southeast Quarter of Section 35-T117N-R52W of the
5th P.M., Codington County, South Dakota (Elmira Township)



J. AND J. MATHER ADDITION
 Located in the Southeast Quarter of Section 35,
 Township 117 North, Range 52 West of the 5th P.M.,
 Codington County, South Dakota.

September, 2019
 Scale: 1"=180'
 ■ Monument Set



MACK Land Surveying
 Mary Mack
 Licensed Professional Surveyor
 C-2 19447 PMS 0506 • Phone: 605/428-3307
 1223 3rd St. SW • Winona, MN 55912
 mack@mls.com

Mary Mack
 Registered Land Surveyor

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TO: Local Government Assistance
South Dakota Department of Transportation
700 Broadway Avenue East
Pierre, South Dakota 57501-2586

RE: LETTING AUTHORIZATION FOR PROJECT NO. BRO 8015(38) PCN 04YH
IN Codington COUNTY

This acknowledges that the South Dakota Department of Transportation, Office of
Local Government Assistance, estimates the following costs for the noted project:

Preliminary Engineering (State)	\$	10,000.00
Preliminary Engineering (Consultant)	\$	56,400.34
Utilities Relocations	\$	-0-
ROW Acquisitions	\$	-0-
Structure (LOW BID)	\$	623,698.25
Grading (LOW BID)	\$	165,761.52
Non-participating Costs (Surfacing, Fencing)	\$	-0-
Construction Engineering	\$	94,735.17
Estimated Total Project Cost	\$	950,595.28

The cost of the project will be covered by 80% Federal participation and 20% in State or ☒ County (check one) matching funds. County matching funds are payable upon billing by the State. Non-participating costs will be paid for by the County.

The South Dakota Department of Transportation is hereby authorized and requested to advertise the project for bids.

The Transportation Commission, under their authority, will review the bids. Approved bids shall be awarded solely by the Transportation Commission.

DATED THIS _____ DAY OF _____, 20 ____.

BOARD OF COUNTY COMMISSIONERS

OF _____ COUNTY

BY: _____
CHAIRMAN

ATTEST: _____
COUNTY AUDITOR
(SEAL)

Contact Andrew Brown at 773-8115 with any questions.

**CODINGTON COUNTY
NOTICE TO BIDDERS
Culvert Installation Project 23-4**

Notice is hereby given that the Board of Commissioners of Codington County, South Dakota, will receive bids up to 9:00 AM, on Tuesday, December 3rd 2019 at The Codington County Auditor's Office at 14 First Avenue SE, Watertown, South Dakota 57201. All bids will be opened and read aloud during the regular meeting of the Codington County Commission in the Commission chambers for the following:

TWO 60" by 110' CULVERTS to be installed in one location on Codington County Roads. Plans and specification details can be obtained at:

The Office of The Superintendent of Highways
1201 Tenth Street NW
Watertown, South Dakota 57201

GENERAL NOTES: All materials shall meet the *Standard Specifications for Roads and Bridges* of the SDDOT. Certification shall be provided on all bid items stating that they meet specifications when Codington County Highway Department requests such certificates.

ALL BIDS shall be accompanied by a certified check or cashier's check for 5% of the amount bid, based on the estimated quantities stated in the specifications, drawn on a solvent bank domiciled within the state of South Dakota, or in lieu thereof, a bid bond for 10% of the amount of the bid. The Board reserves the right to reject any or all bids and to waive any defects therein, and to buy in the best interest of the County. Bids shall be submitted on Codington County bid forms, in a sealed envelope, labeled as to the contents and delivered to The Codington County Auditor's Office prior to the time of the bid opening.

Dated this 12th Day of November 2019.



Myron Johnson, Chairman, Board of Commissioners

ATTEST:



Cindy Brugman, Codington County Auditor

Codington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of services.

Published twice at the total approximate cost of \$ _____

**BID SPECS FOR CULVERT INSTALLATION
PROJECT 23-4 2019**

Codington County shall furnish all the culverts and partial backfill material.

Culvert project is on County Road 23-4 one half mile south of County Road 6-2, 442 Ave and 165th St.

There will be two runs of culverts sixty inch in diameter and one hundred-ten feet long on this project.

CORRUGATED METAL CULVERT: two runs of 60" diameter, 14-gauge, corrugated metal culvert shall be furnished by Codington County. Both culverts shall be installed two feet below current water level. Back fill material for the top two feet below road surface shall also be furnished by Codington County Hwy Dept.

THERE IS A TRENCH THAT WILL NEED TO BE DUG FROM WATER TO CULVERTS. THIS SHALL BE RIP RAP.

The County will determine the placing of the culverts.

One half of the road way shall remain open the traffic during installation of the culverts.

RIP RAP: Shall be Class B FRACTURED RIP RAP placed on inlet ends of all culverts two feet deep with filtration fabric.

Outlet ends of culverts shall also have filtration fabric and rip rap.

FILTRATION FABRIC: Shall be Drainage and Filtration Fabric as specified in a table 831.1 of The South Dakota Department of Transportation's Standard Specifications for Roads and Bridges, 1998 edition.

For more information contact Codington County Highway Department.

The Office of The Superintendent of Highways
1201 Tenth Street NW
Watertown, South Dakota 57201

GENERAL NOTES: All materials shall meet the *Standard Specifications for Roads and Bridges* of the SDDOT. Certification shall be provided on all bid items stating that they meet specifications when Codington County Highway Department requests such certificate.

Project shall be completed by December 31, 2019.

17. TRUCK 3/4 TON 4 X4 SHORT BOX

Wegner Auto
Dodge Ram 2500
Contract #: 17345

These are the most ordered colors by the State. Please indicate your manufacturer's color name and any additional costs. Additional paint costs will be added to the base cost of the vehicle for evaluation purposes.

COLOR	MANUFACTURER COLOR NAME	ADDITIONAL COST (if any)
Blue	Patriot Blue	\$91
Gray	Granite	\$182
Red	Flame Red	\$0
Silver	Billet	\$182

- Engine, V8, Manufacturer's Standard
- Transmission, Automatic
- Coil Spring Rear Suspension
- Power Door Locks with FOBs
- Brakes – ABS
- Power Windows
- Deep Tint Rear Windows
- Electronic 4-wheel drive selection
- Radio, AM/FM
- Bluetooth Capability
- Backup Camera
- Armrest, Fold Down (Cloth Only)
- Air Conditioning
- Air Bags, Side Impact
- Bumper, Rear Step
- Cruise Control
- Floor Covering, Rubber
- Doors, 4 Full Rear Opening
- Box Length 6' 4"
- Guard, Skid plate Package - Manufacturer's Standard
- GVW, 10000 Lb.
- Engine Block Heater
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Light, Rear Cargo
- Lights, Clearance Roof 5 Amber Color
- Brake Controller, Integrated
- Two factory installed accessory switches
- Mirrors, Trailer, Powered, Adjustable, Heated
- Seat, Cloth, Split Bench
- Seat, Bench Type, Second
- Tilt Steering
- Spare tire, full size, jack, and accessories
- Tire, Spare Wheel & Tire Mounted Outside, Vehicle MFG Standard Bracket
- Tires, LT All Terrain
- Tow Hooks, 2 on Front
- Wipers, Multiple Speed
- Spray on Bed Liner
- Factory Cab Headliner
- Full-Length Stainless-Steel Cab Running Boards (may be dealer installed)
- Factory Freight

Delivery Date 120-150 days

Base Cost

Crew Cab

\$30589

- Engines, Option, Diesel 6.7L

\$10980

• Axle, Option Ratio Rear, (Contact Vendor)	\$495
• Long Box Length 8'	\$400
• Box Delete/with filler hose kit	\$(-400)
• Light, Spot Light, Roof Mounted 6"	\$775
• Deactivate Daytime Running Lights	\$50
• Seats, Vinyl	\$100
• Seats, Bucket	\$615
• Factory Installed 110v Converter (300-watt min.)	\$175
• Grill Guard	\$1500
• Paint Upgrade Charge	\$760
• Fx4 Off Road Package	\$890
• LT265/70R17 E Rated Tires (Mud & Snow All Traction)	\$390
• Rear CHMSL Camera High Mounted	\$250
• Remote Start	\$275
• Drop-in Bedliner	\$100
• Bedmat	\$175
• Splash Guards (4)	\$230

November 21, 2019

Codington County Commission
14 1st Avenue
Watertown, SD 57201

Dear County Commission:

Thank you for your commitment to the delivery of public health services for constituents in your county. Enclosed are two copies of the contract which would begin January 1, 2020 and run through December 31, 2020. You will notice a 2.5% increase, which is consistent with FY 2020 State Salary Policy.

I am available to answer any questions you might have related to the contract, and can be reached by phone at 773-2569 or by email scott.gregg@state.sd.us

Following review and the addition of signatures, please attach certificates of insurance and return both signed copies of the contract to me at the following address:

Scott Gregg
Office of Child & Family Services
600 East Capitol Ave.
Pierre, SD 57501

Once the Department of Health signatures have been affixed, a copy of the contract will be returned for your records.

Again, thank you for your ongoing commitment to public health.

Sincerely,



Scott Gregg
Office of Child & Family Services, Program Operations

FILED

NOV 21 2019

CODINGTON COUNTY AUDITOR

STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT
FOR PROVISION OF COMMUNITY HEALTH SERVICES
BETWEEN

Codington County Commission
14 1st Avenue
Watertown, SD 57201
(605) 882-6297
Referred to as "County"

South Dakota Department of Health
Family and Community Health
Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536
Referred to as "State"

The State and the County hereby enter into a contract for providing community health nursing services.

The parties' duties pursuant to this contract shall begin on January 1, 2020, and end December 31, 2020.

I. COUNTY

- A. County is not a full or part-time employee of the State or any agency of the state of South Dakota.
- B. County clerical may use the equipment and supplies owned by the State of South Dakota including computers, system furniture, and other equipment necessary to deliver services.
- C. County agrees to:
 - 1. Pay up to a total of \$13,889.47 for community health nursing services rendered. The County agrees to pay said amount in installments of \$3,472.37 on or before each of the following dates:
 - a) January 15, 2020;
 - b) April 15, 2020;
 - c) July 15, 2020;
 - d) and October 15, 2020.

Each installment is to be sent to the:
State of South Dakota
Office of Child & Family Services
Attn: Leah McQuiston
600 E. Capitol Avenue
Pierre, SD 57501-9988

The State will bill the County approximately one month in advance of the installment due date.

2. Provide the following for the community health nurse or nurses:
 - a) Clerical support for the nursing service hours of this contract in addition to WIC Services.
 - b) Office space sufficient to carry out ordinary day-to-day duties.
 - c) Provide maintenance and upkeep to the Community Health Office.
 - d) Assure county clerical working with Child and Family Services provide documentation of two dose series of MMR for staff born after 1956, or serologic proof of immunity, one-time dose of Tetanus/Diphtheria/Pertussis (Tdap), and annual influenza vaccination. May require other vaccine recommendations in an outbreak when staff member has not been completely immunized or immunization status is unknown.

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

1. Commercial General Liability Insurance:

Consultant 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. Worker's Compensation Insurance:

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

3. Certificates of Insurance:

Before beginning work under this Contract, Consultant shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by State.

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

F. County is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 25, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

Privacy and Security Requirements

1. As a Business Associate, Consultant agrees:
 - a. to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
 - b. to use or disclose any Protected Health Information (PHI) solely:
 - i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
 - c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
 - d. to ensure that its agents, including a subcontractor for which Consultant has received prior written consent from State pursuant to "Other Provisions" section G to whom it provides PHI received from or created by Consultant on behalf of State, agrees to the same restrictions and conditions applicable to Consultant, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). Consultant also agrees to create and enforce business associate agreements (BAAs) with any and all subcontractors and to monitor such subcontractors for compliance with HIPAA provisions and to take reasonable steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;
 - e. to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as discovered by Consultant as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and
 - f. to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). Consultant will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. Consultant will not engage in any communication which might be deemed to be "marketing"

under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

2. Notwithstanding the prohibitions set forth in this agreement, Consultant may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:
 - a. the disclosure is required by law; or
 - b. reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify Consultant of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Availability of PHI

Consultant further agrees:

- a. to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to Consultant;
- b. to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and
- c. to cooperate in providing any accounting required on a timely basis.

II. STATE

- A. Employ nursing staff to provide Public Health services to the County. The State's community health nurse shall provide a minimum of 2704 hours of nursing service to the County. The primary focus of the community health nurse is preventive care and health education. Nursing services may not exceed the standard of care for which a licensed nurse is permitted to give. Examples of the services that may be provided to the County include:

1. Pregnancy care education
2. Infant safe sleep education
3. Family Planning program services
4. Post-partum services
5. Developmental screening
6. Immunizations
7. Health and safety education to individuals and groups
8. Communicable disease prevention and intervention
9. Tuberculosis testing – TB medication management
10. Local Emergency Preparedness
11. Client need coordination
12. Nutrition education
13. Collaboration with community partners

- B. Provide oversight to assure that nursing standards and Program criteria are met. On-site review of records, direct observation of clerical and nursing activities, review of statistical information and training will be provided to assure quality service.
- C. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by this agreement, to ensure efficient utilization of the resources of both parties. All income from patient fees and donations will be deposited in the State's budgetary accounting system.
- D. Pay for telephone charges, computer network, computer support, office/ medical supplies and postage used by Child and Family Services.
- E. Provide county clerical with screening and appropriate immunizations as needed according to Child & Family Services/DOH policy.

III. OTHER PROVISIONS

- A. **CHOICE OF LAW AND FORUM.** The terms and conditions of this contract 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 contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. **INTEGRATION.** This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. **TERMINATION:** This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. **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 Consultant Contact Person on behalf of Consultant, 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.
- E. **ASSURANCES:** The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Consultant agrees that neither Consultant, nor any of Consultant's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Consultant will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Consultant, or any of Consultant's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Consultant further agrees that if this contract involves federal funds or federally mandated compliance, then Consultant is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- G. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract 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.

- H. **NONASSIGNMENT/SUBCONTRACTING:** Consultant shall not assign this contract, or any portion thereof, without the prior written consent of State. Consultant's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of State. Consultant 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. Consultant 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.
- I. **FEDERAL AND STATE LAWS:** Consultant 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 contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- J. **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 contract, excluding medical records kept in the normal course of Consultant's business, will become the sole property of State. State hereby grants Consultant the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Consultant'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 Consultant shall be delivered to State upon completion or termination of services under this contract.
- K. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** Consultant agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Consultant or State to liability. Reporting to State under this section does not satisfy Consultant's obligation to report any event to law enforcement or other entities as required by law.
- L. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- M. **AUDIT REQUIREMENTS:**
(EXPENDING \$750,000 OR MORE)
A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 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. **FORCE MAJEURE:** Neither Consultant nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.
- O. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Consultant.
- P. **RECORD RETENTION/EXAMINATION:** Consultant agrees to maintain all records that are pertinent to this contract 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. **LICENSING AND COMPLIANCE:** The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

- R. **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State 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. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Consultant acknowledges that the State 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 State to take any action that the State 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, the Consultant will be required to undergo investigation.
- S. **CONFLICT OF INTEREST:** Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.
- T. **RECYCLING.** State strongly encourages Consultant to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

_____ Colleen Winter, Director Division of Family and Community Health Department of Health	_____ Date	_____ Chairman, County Commissioner Codington County Commission	_____ Date
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Print or Type Name

_____ Kari J. Williams Administrator, Financial Management Department of Health	_____ Date
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State Contact Person: Scott Gregg Phone: (605) 773-2569

County Contact Person: _____ Phone: (605) 882-6297