

AGENDA
Codington County Board of Commissioners
Codington County Court House, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, March 29, 2022

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297
3. Conflict of interest items
4. Action to approve the March 29, 2022, agenda
5. Action to approve the March 22, 2022, minutes of the Board of Codington County Commissioners
6. Action to approve a request to sell alcohol at the Boys and Girls Club Camel Races at the Extension Center Complex on April 29th, 2022
7. Monthly Reports
 - a. Extension
8. Action to approve daily inmate rate for out of County inmates
9. Action to approve out of County inmate contracts
10. Action to declare Airflight property tax, payable in 2019 and 2020, uncollectible
11. Action to approve amended Helpline Center Network of Care MOU – insurance
12. Note the Board will not meet on April 5, 2022
13. Discussion and action regarding Good Friday and Easter Monday leave for employees
14. Action to approve abatement applications
15. Action to approve claims for payment
16. Action to approve automatic budget supplements – Welfare Budget ERA expense
17. Action to approve personnel changes
18. Action to approve travel requests
19. Public Notices – a possible quorum of Commissioners could be in attendance at:
20. Old Business
21. New Business
22. Open
 - a. Public Comments
 - b. Commission Comments

23. 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)**

**24. Action to adjourn until 9:00 a.m., Tuesday, April 12th, 2022; at the Codington County Court House
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
Codington County Court House
14 1st Ave SE
Watertown, SD 57201**

March 22, 2022

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, March 22, 2022, at the Codington County Court House. Commission members present were: Lee Gabel, Myron Johnson, Troy VanDusen and Brenda Hanten; absent, Commissioner Charlie Waterman; Chair, Brenda Hanten, presiding. Commissioner VanDusen led the pledge of allegiance.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair Hanten called for public comments to be taken up during the open portion of the meeting; none were offered. There were no conflict-of-interest items to note.

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the March 22nd, 2022 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by VanDusen, to approve the minutes of March 15th, 2022; all voted aye; motion carried.

MONTHLY REPORTS

Emergency Management Director, Andrew Delgado, updated the Board on various activities of his office in the past month. The Director, along with members of the State OEM, attended the annual meeting of the Weed Board and Townships; met with the Sheriff, Watertown Police Chief and Watertown Fire Chief regarding prioritization of Homeland Security grant funds; took an independent IS240 class; attended 2 PDM kick off meetings; prepared a renewal for an FCC license; attended a Community partners meeting; attended a joint training at Pelican State Park; and attended the regular LEPC meeting on March 15th. The spring flood outlook #3 shows no change with little chance of flooding; the E.M. office continues to assist Search and Rescue with their annual fundraiser; HMEP Grant applications have been submitted; slight changes have been made to the EOC initial structure; two weather spotters classes will be held March 28th and 29th; an election/cyber security table top exercise will be held on March 23rd; a Region 2 tabletop exercise will be held later this month; and an Airport tabletop exercise will also be held. **Sheriff, Brad Howell**, provided the Board with the following statistics, compiled from the month of February 2022, for the Detention Center and Sheriff's Office: fees were collected in the amount of \$7,590.50 and were retained by the County; 571 cases/calls for service; 8 accident reports were completed; 93 warrants served; 163 sets of civil papers served; 3,219 transport miles; average daily inmate population 68.54 (high ADP 74 and low ADP 62); 20 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 8 individuals using remote breathalyzers; 42 individuals testing twice daily PBT'S; 42 individuals reporting twice weekly for UA Drug testing; 0 individuals using sweat patches; 166 bookings; \$11,072.60 collected in fees for out of county prisoner contracts; \$4190.00 collected in work release fees; \$6,392.00 collected in fees for the 24/7 program; and \$4,579.00 collected for SCRAM fees. Two employees from the Sheriff's office flew to Florida, out of Watertown, and back, into Watertown, to retrieve an inmate. The cost to fly was offset by the travel time that would have been incurred if the employees had driven to Florida and back.

NOTICE TO BIDDERS COURT HOUSE RE-ROOFING PROJECT

Motion by Johnson, second by Gabel, to approve a notice to bidders, for the Court House re-roofing project; all voted aye; motion carried. Bid opening is set for Tuesday, April 12th, 2022, at 9:30 a.m., during the Commission meeting.

FIRE EXTINGUISHERS

Facilities Manager, Steve Molengraaf, presented the Board with an estimate, in the amount of \$2,431.60, from DvL Fire and Safety, for the purchase of 8 fire extinguishers for individual offices in the Court House. Motion by VanDusen, second by Gabel, to approve the purchase of fire extinguishers per the estimate provided; all voted aye; motion carried.

FIREWALL UPGRADE – EXTENSION CENTER COMPLEX

Facilities Manager, Steve Molengraaf, presented the Board with a proposal, from Connecting Point, in the amount of \$4,019.00, for upgrading the fire wall system and a new lap top computer for same, at the Extension Center Complex. Motion by Johnson, second by Gabel, to approve the project as presented; all voted aye; motion carried.

CLAIMS

Motion by Johnson, second by Gabel, to approve a claim in the amount of \$22,514.85, payable to the Watertown City Finance Office, for January 911 surcharge collections; Gabel, Johnson and Hanten voted aye; VanDusen recused himself; motion carried. Motion by Gabel, second by VanDusen, to approve for payment the following claims: EMC Insurance \$97,958.00 premium; Great Western Bank VISA \$1,111.98 sup/misc; Reliabank VISA \$1,370.74 sup/misc; all voted aye; motion carried.

PERSONNEL CHANGES

Motion by VanDusen, second by Gabel, to approve the following personnel change: John Engels, Seasonal Assistant Weed Supervisor; Grade DD/step 1, \$20.56 per hour; effective 4/18/2022; all voted aye; motion carried.

TRAVEL REQUESTS

Motion by VanDusen, second by Gabel, to approve the following travel requests; all voted aye; motion carried: Auditor, Treasurer, Deputy Treasurer, and Register of Deeds, 2022 SDACO Spring workshop.

EXECUTIVE SESSION

Motion by Johnson, second by VanDusen, to enter into executive session, per SDCL 1-25-2 (1 & 2) personnel and contractual matters; at 9:35 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:08 a.m., no action was taken. Human Resource Representative, Natalie Remund, was present for executive session.

ADJOURNMENT

There being no further business to come before the Board a motion was made by Johnson, second by Gabel, to adjourn at 10:08 a.m., until 9:00 a.m., Tuesday, March 29th, 2022; 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

Codington County, 22 March 2022

disability in employment or the provision of service.

Published once at the total approximate cost of \$ _____

**AGREEMENT TO HOUSE ADULT PRISONERS
AT THE CODINGTON COUNTY DETENTION CENTER**

THIS AGREEMENT, Made and entered into this 1st day of April , 20 22 , by and between the County of Codington, State of South Dakota (hereinafter referred to as "Codington County"), and the County of Clark, State of South Dakota (hereinafter referred to as "Contracting County").

WHEREAS, The Codington County Sheriff's Office operates the Codington County Detention Center (hereinafter referred to as "Detention Center") for adult prisoners placed in detention; and

WHEREAS, Contracting County desires to house and maintain its adult prisoners and detainees at the Detention Center; and

WHEREAS, Codington County and Contracting County desire to enter into an Agreement whereby Contracting County's detainees are housed and maintained at the Detention Center pursuant to SDCL 24-11;

NOW, THEREFORE, Codington County and Contracting County, by and through their respective County Commissioners, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I.

That Codington County agrees to receive, house, and maintain the adult prisoners of Contracting County pursuant to the terms of this Agreement.

II.

That, in consideration therefor, Contracting County agrees to pay to Codington County the sum of Ninety-five and No/100 Dollars (\$95.00) for each day that Codington County houses and maintains an adult prisoner for Contracting County.

III.

That Contracting County agrees to pay Codington County the sum of Ninety-five and No/100 Dollars (\$95.00) per day for each and every day or partial day a prisoner of Contracting County is incarcerated and housed in the Detention Center. Contracting County may not be billed for two (2) days when a prisoner is admitted to the Detention Center after the hour of noon on one day and released before noon the following day. Codington County may bill for the day of admission or the day of release, but not both. Payment by Contracting County shall be made on a monthly basis.

IV.

That Codington County understands and agrees that it will provide medical and dental care for detainees of Contracting County, provided, however, that Contracting County agrees to pay directly to the provider the entire expense of all medical or dental care, including, but not limited to, transportation to and from medical and dental facilities, hospital expenses, drug expenses, physician fees, and any other necessary and proper expenses arising out of required medical or dental care. Contracting County further understands and agrees that the determination as to whether or not medical and dental care is necessary is left to the sole discretion of the Codington County Sheriff's Office. At the request of Contracting County, Codington County will transport detainees of Contracting County to medical or dental appointments. Contracting County agrees to pay Codington County a fee of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour, with a minimum one-hour charge, for this service.

V.

That Contracting County herein agrees to assume all responsibility for transporting prisoners to the Detention Center as its expense and to provide transportation for prisoners to and from Court at its expense. At the request of Contracting County, Codington County will transport detainees of Contracting County to Court appearances in Codington County. Contracting County agrees to pay Codington County a fee of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour, with a minimum one-hour charge, for this service. Contracting County further agrees to assume responsibility for making suitable arrangements for bond or release from the Detention Center of those prisoners of Contracting County held by Codington County. Contracting County further agrees and understands that it is the responsibility of Contracting County to know when its prisoners held in the Detention Center are to be in Court.

VI.

That Contracting County herein further agrees that all detainees of Contracting County housed in the Detention Center are subject to the Policy and Procedures Manual of Codington County and any and all State standards that may be forthcoming from the South Dakota legislature or other authorized committee or agency of the State of South Dakota.

VII.

That Contracting County herein further agrees and understands that Codington County can house a limited number of prisoners. Codington County reserves the right to make the sole determination of whether or not there is space available at the Detention Center. Contracting County further agrees that if Codington County does not have space available for prisoners of Contracting County, it will be the responsibility of Contracting County to notify the sentencing Court to make whatever arrangements are necessary to insure compliance with the Court Order, or arrange other facilities.

VIII.

Within 24 hours after notice has been received, Contracting County agrees to remove any inmate housed for their county in the Detention Center that the Codington County Sheriff believes cannot be safely held in the Detention Center due to the inmate's mental or physical condition or any inmate who may pose a security risk for the Detention Center or its employees.

IX.

That Contracting County fully agrees and understands that Codington County may refuse to take any detainee of Contracting County at the sole discretion of Codington County.

X.

That Contracting County agrees to indemnify Codington County and hold Codington County harmless from all claims, demands, or judgments against Codington County by detainees held for Contracting County for all claims, demands, or judgments for allegations of, but not limited to, the following: false arrest, false detention, inadequate facilities or any civil rights violation. Contracting County also agrees to pay all legal costs in defense of Codington County as a result of litigation against Codington County by detainees of Contracting County for the above claims, demands or judgments.

Codington County agrees to assume all liability for any claims resulting from negligent hiring or personnel, or negligence of any of its employees in the care for detainees of Contracting County and shall hold Contracting County harmless thereon.

XI.

That the parties to this agreement herein fully agree that Codington County may cancel this agreement by giving thirty (30) days notice to the Auditor of Contracting County. Said notice shall be sent by certified or registered mail. Contracting County herein agrees it shall have no claim or claims of any kind or nature against Codington County for Codington County's cancellation of this agreement. Contracting County further agrees that should Codington County decide by action of the County Commissioners of Codington County to alter terms and conditions of this agreement, including the cost of housing prisoners, that said alterations or changes shall be made known to Contracting County by certified or registered mail to the County Auditor of Contracting County. Contracting County herein agrees and understands that said alteration or change in this written contract shall commence and take full force and effect thirty (30) days after notice is received by Contracting County unless other agreement is reached between the parties to this agreement.

XII.

That the parties to this agreement specifically agree that any and all changes in this agreement shall be made in writing and attached to the master copy of this agreement which shall be held by Codington County at the County Auditor's office. The parties to this agreement do further agree that

this agreement constitutes the complete understanding and agreement of the parties hereto, and that no other oral agreements have been made that are binding upon the parties hereto.

XIII.

That Contracting County herein agrees to provide copies of the necessary authorization to hold a detainee. The authority to hold shall be an order of the Court, together with the signature of the officer delivering said detainee of a form entitled Custody Authorization. Said paperwork is the consent of Contracting County for Codington County to bill Contracting County under the terms and conditions of this agreement and subjects both parties to any other terms and conditions of this agreement, State law, Policy Manual, or future addendum or modification of this agreement.

Codington County reserves the right to reject any detainee delivered without adequate authorization from Contracting County.

Dated this _____ day of _____, 20__.

CODINGTON COUNTY

Chairman, County Commission

ATTEST:

County Auditor

Dated this 15 day of March, 2022

CLARK COUNTY

Wallace Knoch
Chairman, County Commission

ATTEST:

Christine Taylor
County Auditor

**AGREEMENT TO HOUSE ADULT PRISONERS
AT THE CODINGTON COUNTY DETENTION CENTER**

THIS AGREEMENT, Made and entered into this 1st day of April , 20 22 , by and between the County of Codington, State of South Dakota (hereinafter referred to as "Codington County"), and the County of Deuel, State of South Dakota (hereinafter referred to as "Contracting County").

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Codington County reserves the right to reject any detainee delivered without adequate authorization from Contracting County.

Dated this 15 day of March, 2022

Deuel
~~CODINGTON~~ COUNTY

Judith Homan
Chairman, County Commission

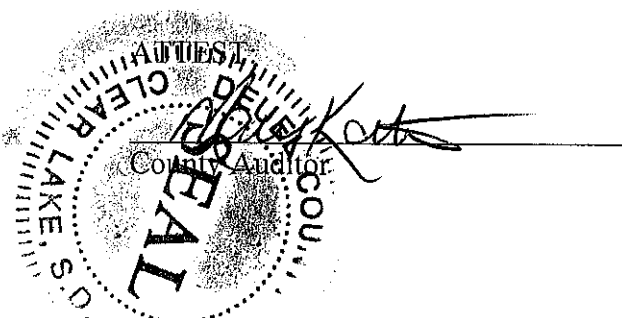
ATTEST:

Mary Kett
County Auditor

Dated this 15 day of March, 2022

Codington
~~DEUEL~~ COUNTY

Chairman, County Commission



Helpline Center Network of Care

Partner Agency Memorandum of Understanding



This Memorandum of Understanding (hereby known as "MOU") is between Helpline Center (the Helpline Center Network of Care Lead Agency) and _____ (Partner Agency) beginning on _____ (Date). This MOU defines the terms and conditions that will govern your Partner Agency's participation and subsequent use of the HELPLINE CENTER NETWORK OF CARE.

ARTICLE 1

PURPOSE

The Helpline Center Network of Care is an Internet-based shared client information system administered by Helpline Center. The Helpline Center Network of Care serves as a single data point of reference that electronically links human service agencies through shared and protected client information with the goal of better serving clients, reducing duplication of efforts and services, and to decrease gaps in access to services. Furthermore, the Helpline Center Network of Care provides access to resource information used to quickly assist people in finding basic needs (housing, food, and clothing), physical and mental healthcare, substance abuse treatment, and other human needs.

The Helpline Center has entered into a contract with Visionlink, Inc to provide the internet based software. The Helpline Center through Visionlink, Inc shall limit access to the database system to Partner Agencies participating in the project and authorized users of South Dakota's Community Information Exchange (CIE). Visionlink, Inc intends to protect system data to the utmost of its ability from accidental or intentional unauthorized modification, disclosure or destruction. Visionlink, Inc does this by utilizing a variety of methods to guard the data. Ultimately, when used correctly and faithfully by all involved parties, the Helpline Center Network of Care is designed to benefit multiple stakeholders, including the community, human service agencies and the consumer of human services, through a more effective and efficient system.

ARTICLE 2

TERM

The parties hereto agree that this MOU is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this MOU.

Neither party shall transfer or assign any rights or obligations without the written consent of the other party.

This MOU shall remain in force as long as the Partner Agency continues to do business with the Helpline Center and the Helpline Center Network of Care. The exception to this term is if allegations or actual incidents arise regarding possible or actual breaches of this MOU. Should such situations arise, Helpline Center may immediately suspend access to the Helpline Center Network of Care until the allegations are resolved in order to protect the integrity of the system. If Helpline Center determines that Partner Agency breached this MOU then Helpline Center shall have the absolute right to terminate this MOU.

This MOU may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

By entering into this MOU, the Partner Agency agrees to follow all terms and conditions as set forth in the Helpline Center Network of Care Policies and Procedures. Use of the Helpline Center Network of Care constitutes acceptance of these terms and conditions.

Helpline Center Network of Care

Partner Agency Memorandum of Understanding



ARTICLE 3

DEFINITIONS

Terms used, but not otherwise defined, in this MOU shall have the meanings set forth below.

Section 3.1 *Partner Agency* shall mean a participating human service agency that enters data into the Helpline Center Network of Care.

Section 3.2 *Client* shall mean the individuals who seek service assistance from a human service agency that enters data into the Helpline Center Network of Care.

Section 3.3 *Helpline Center Network of Care* is a program that uses a software application called *Community Operating System™*, which is a product of Visionlink, Inc. *Community Operating System™* is an Internet-based system that health and human service agencies currently use to capture information about, and provide appropriate resources for, the people they serve. The Helpline Center Network of Care will serve as a single data point of reference reducing duplication of efforts among various health and human service agencies and decreasing gaps in access to services for clients.

Section 3.4 *Helpline Center* acts as system administrator for the Helpline Center Network of Care. Helpline Center provides training, technical support, data quality monitoring, and performance measurement on behalf of the Helpline Center Network of Care.

Section 3.5 *South Dakota's Community Information Exchange (CIE)* is the working title for the development project of a statewide closed loop referral system in which health and human service agencies work together to coordinate social care and human needs services for individuals in South Dakota. The Helpline Center Network of Care will send and receive data with the state system based on policies and procedures to be established.

ARTICLE 4

MEETINGS

Section 4.0. The Helpline Center Network of Care staff will convene End User and/or Partner Agency Administrator meetings at least annually for all providers using the Helpline Center Network of Care. Attendance at these meetings is required and attendance is tracked and reported to community planners on request. These meetings are advertised in advance and provide vital updates to the Helpline Center Network of Care policies, procedures and projects that affect this Partner Agency.

Section 4.1. The Helpline Center Network of Care staff shall report on the progress of any issues identified by Helpline Center and the Helpline Center Network of Care to the appropriate funding entities at least annually.

ARTICLE 5

ADHERENCE TO THE HCNC POLICIES AND PROCEDURES

Each Partner Agency agrees to adhere to the most current version of the Helpline Center Network of Care Policies and Procedures which were developed to provide a single set of business practices around use of the Helpline Center Network of Care and data usage. This document outlines all aspects of the Helpline Center Network of Care: user roles, training, technical support, data quality requirements, privacy, security, participation, compliance, and termination. Partner Agencies should familiarize themselves with this document and implement strategies that will ensure adherence and compliance with these policies.

ARTICLE 6
CONFIDENTIALITY

1. The Partner Agency will not divulge any confidential information received from the Helpline Center Network of Care System to any organization or individuals without proper written consent by the client unless otherwise permitted by relevant regulations or laws or is a response to a request from law enforcement in the interest of safety.
2. Secondary disclosure of client information is prohibited. Each Partner Agency must garner client consent prior to disclosure and may not disclose information entered by another agency.
3. The Partner Agency will ensure that all persons who are issued a User Name and Password to the Helpline Center Network of Care within that particular agency abide by this MOU, including the confidentiality rules and regulations. The Partner Agency will be responsible for managing any of its own requirements that individual employees comply with the Helpline Center Network of Care confidentiality practices.
4. The Partner Agency understands that the file server - which will contain all client information, including encrypted identifying client information - will be physically located at the offices of Visionlink, Inc .
5. The Partner Agency agrees to maintain appropriate documentation of client consent or guardian provided consent to participate in the Helpline Center Network of Care. The Partner Agency understands that informed client consent is required before any basic identifying client information is entered in to the Helpline Center Network of Care for the purposes of interagency sharing of information. Informed client consent will be documented by completion of a Helpline Center Network of Care client informed consent/release of information form developed by the Helpline Center.
6. The authorization referenced above, once completed, authorizes basic identifying client data to be entered into the Helpline Center Network of Care, as well as needs and services information. This authorization form permits basic client identifying information and needs and services to be shared among all Partner Agencies and case management transactions (goals, notes) with select Partner Agencies, based on relevance.
 - The Partner Agency will incorporate a Helpline Center Network of Care clause into existing Agency Authorization for Release of Information Form(s) if the Agency intends to input and share confidential client data with Partner Agencies. The Partner Agency's modified Authorization for Release of Information Form(s) will be used when offering a client the opportunity to input and share information with the Helpline Center Network of Care beyond basic identifying data and needs and services information. The Partner Agency will communicate to the client what information, beyond basic identifying data and needs and services, will be shared if client consent is given. The Partner Agency will communicate to the client that while it can restrict information to be shared with select agencies, those other agencies will have access to the information and are expected to use the information professionally and to adhere to the terms of the Helpline Center Network of Care Agreement. Partner Agencies with whom information is shared are each responsible for obtaining appropriate consent before allowing further sharing of client records. Helpline Center and/or its contractors will conduct periodic audits to enforce informed consent standards, but the primary oversight of this function is the responsibility of each Partner Agency.
 - The Partner Agency will incorporate a Helpline Center Network of Care clause into existing Agency Authorization for Release of Information Form(s) if the Agency intends to share confidential client data with outside agencies/entities. The Partner Agency's modified Authorization for Release of Information Form(s) will be used when offering a client the opportunity to share information from the Helpline Center Network of Care. The Agency will communicate to the client what information will be shared if client consent is given. The outside agencies/entities are expected to use the information professionally. Agencies/entities with whom information is shared are each responsible for obtaining appropriate consent before allowing further sharing of client records.
7. If a client denies authorization to have information beyond basic identifying data and beyond needs and services both entered and shared among the Helpline Center Network of Care, then this record must be locked and made available only to the entering agency program, therefore, precluding the ability to share that client's information. If the client profile is locked, the Helpline Center Network of Care will not be used as a resource for information beyond basic identifying data and beyond needs and services for that individual client and her/his dependents.
8. The Partner Agency agrees to place all Client Authorization and/or Release of Information forms related to the Helpline Center Network of Care in the client's electronic record. If a hard copy only is absolutely necessary it will be

Helpline Center Network of Care

Partner Agency Memorandum of Understanding



held in a file to be located at the Partner Agency's business address and that such forms are made available to Helpline Center and/or its contractors for periodic audits. The Partner Agency will retain forms related to the Helpline Center Network of Care for 7 years, after which time the forms will be destroyed.

9. The Partner Agency understands Helpline Center does not require or imply that services be contingent upon a client's participation in the Helpline Center Network of Care.

ARTICLE 7

DATA

The Partner Agency and Helpline Center understand the Helpline Center Network of Care, Helpline Center as administrator, and Visionlink, Inc are custodians of data and not owners of data.

1. In the event the Helpline Center Network of Care ceases to exist, Partner Agencies will be notified and provided reasonable time to access and save client data on those served by the agency as well as statistical and frequency data from the entire system. Then, the information collected by the centralized server, Visionlink, Inc , will be purged or stored. If the later occurs, the data will remain in an encrypted and aggregate state.
2. In the event Helpline Center terminates its contract with Visionlink, Inc , the custodianship of the data will be transferred to Helpline Center or some other agency appointed by Helpline Center, and all Partner Agencies will be informed in a timely manner.
3. If a client has previously given permission to multiple agencies to have access to her/his information, beyond basic identifying information and non-confidential service transactions, and then chooses to eliminate one or more of these agencies, the Partner Agency to whom such desire is expressed will notify the Helpline Center to work with the individual client. Partner Agencies understand that at no time should they penalize clients for requesting their information remain private.
4. In the event that a client would like to rescind consent to participate in the Helpline Center Network of Care completely, the Partner Agency will instruct the client to contact the Helpline Center.
5. The Partner Agency will only enter individuals in the Helpline Center Network of Care that exist as clients under the Partner Agency's jurisdiction.
6. The Partner Agency will not misrepresent its client base in the Helpline Center Network of Care by entering known, inaccurate information (i.e., Agency will not purposefully enter inaccurate information on a new record or to override information entered by another agency).
7. The Partner Agency will consistently enter information into the Helpline Center Network of Care and will strive for real-time data entry.
8. The Partner Agency will update all data elements anytime there is a change in a client's information and at least every 364 days of continued service with the Agency.
9. Discriminatory comments based on race, ethnicity, religion, national origin, ancestry, disability, age, gender, and sexual orientation are not permitted in the Helpline Center Network of Care.
10. Offensive language and profanity are not permitted in the Helpline Center Network of Care.
11. The Partner Agency will utilize the Helpline Center Network of Care for business purposes only.
12. The Partner Agency understands Helpline Center will provide initial training and periodic updates to that training to assigned agency staff about the use of the Helpline Center Network of Care; this information is then to be communicated to other staff within the Partner Agency.
13. The Partner Agency understands that Helpline Center and/or Visionlink, Inc Information Systems will be available for troubleshooting and report generation within reason during normal business hours.
14. The Partner Agency will keep updated virus protection software on Agency computers that access the Helpline Center Network of Care.
15. Transmission of material in violation of any United States Federal or State regulations is prohibited and includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene and material considered protected by trade secret.
16. The Partner Agency will not use the Helpline Center Network of Care with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.

Helpline Center Network of Care

Partner Agency Memorandum of Understanding



Reports

1. The Partner Agency understands that it will retain access to all identifying and statistical data on the clients it serves. To clarify further, the Partner Agency will have open access to all data and information originated by the Agency.
2. The Partner Agency understands that access to data on those clients it does not serve will be limited to basic identifying information and needs and services data.
3. Reports obtaining information beyond basic identifying data and needs and services on individuals not served by the Partner Agency are limited to statistical and frequency reports, which do not disclose identifying information.
4. The Partner Agency understands that before non-identifying system wide aggregate information collected by the Helpline Center Network of Care is disseminated to non-Partner Agencies, including funders, it shall be endorsed and approved by the Helpline Center.
5. The Partner Agency will not give or share assigned user identification and passwords to access the Helpline Center Network of Care with any other organization, governmental entity, business, or individual.
6. The Partner Agency will not cause corruption of the Helpline Center Network of Care in any manner or way. Any unauthorized access, unauthorized modification to the computer system information, malicious software, or interference with normal system operations, whether on the equipment housed by Visionlink, Inc or Helpline Center or any computer system or network accessed by either of them will result in immediate suspension of services and Helpline and/or Visionlink, Inc will pursue all appropriate legal action.

ARTICLE 8 EXPENSES

The expenses associated with purchasing user licenses for Helpline Center Network of Care access will be charged to each Partner Agency at the rates as described in the attached Fee Structure (Exhibit A).

These charges will be invoiced to the partner agency in January for the year. If a partner agency joins mid-year, their rate will be prorated based upon the number of months left in the year. If user licenses are not used by a Partner Agency within 30 days of a user's training, Helpline Center will inactivate unused licenses from the agency. The Helpline Center retains the right to adjust Partner Agency user fees to match the fees charged by Visionlink, Inc. Partner Agencies will be provided written notification 30 days in advance of any changes in user license fees.

Brookings, SD and Watertown, SD Partner Agency user license fees are covered by grant funding through August 31, 2024, until such time that the number of user licenses exceeds the grant limit or the grant expires, whichever comes first. When the grant limit is reached or the grant expires, the Fee Structure will apply.

The Partner Agency may contract with the Helpline Center to generate custom reports that will meet the specific needs of the Partner Agency. The Helpline Center may charge a fee for this custom work depending upon the time investment required. A Statement of Work will be developed and a signatory of the Partner Agency must sign-off on the work before it begins. All charges will be the responsibility of the Partner Agency.

ARTICLE 9 COMPLIANCE WITH LAW OR OTHER REGULATORY CHANGES

It is the parties' intent to comply strictly with all applicable laws, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this MOU. In the event there shall be a change in the Regulatory Laws, the parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this MOU that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the parties prior to the change. To the extent that any provision of this MOU is in violation of Regulatory Laws, then such provision will void and unenforceable and the parties agree that (1) the remaining provisions will continue in full force and effect and (2) the parties will negotiate in good faith to amend this MOU, to the extent possible consistent with its purposes, to conform to the law.

Helpline Center Network of Care
Partner Agency Memorandum of Understanding



ARTICLE 10
LIABILITY

The Partner Agency shall keep in force comprehensive professional liability insurance sufficient to meet its own coverage requirements. Each party shall be responsible for their own actions and omissions.

ARTICLE 11
GENERAL PROVISIONS

This MOU, including any exhibits attached hereto, constitutes the entire MOU among all parties and supersedes any prior MOU among all parties regarding the Helpline Center Network of Care. This MOU shall be binding upon signature of the parties hereto and their respective successors and assigns. Neither Party shall assign or delegate its rights, duties, or obligations under this MOU, without the prior written consent of the other Party.

All notices or communications canceling this MOU shall be in writing and will be delivered in person or by means of certified or registered mail, postage paid, return receipts requested to the business addresses of the parties hereto, no later than 30 prior to the requested termination date. All such notices will be deemed given upon delivery or delivered by hand, on the business day after receipt by the Helpline Center President. Please mail all cancellations or other notices to Helpline Center:

Helpline Center
c/o HCNC
3817 South Elmwood Ave
Sioux Falls, SD 57105

All parties expressly acknowledge that it is, and shall continue to be, their intent to fully comply with all relevant federal, state, and local laws, rules, and regulations. This MOU shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of South Dakota notwithstanding any conflict of interest rules that might otherwise apply.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed to be effective as of the date and year as indicated on page one.

Partner Agency Name:	Helpline Center Helpline Center Network of Care
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
FEE STRUCTURE

HCNC User Fee Structure

- These charges will be invoiced to the partner agency in January for the year.
- If a partner agency joins mid-year, their rate will be prorated based upon the number of months left in the year.
- The Helpline Center retains the right to adjust Partner Agency user fees to match the fees charged by Visionlink, Inc.
- Partner Agencies will be provided written notification 30 days in advance of any changes in user license fees.

Visionlink Fee Structure

USER TYPE	Monthly Rate
Standard User	\$30
Non-Compensated Staff	\$15

This Exhibit is attached to the Helpline Center Network of Care Memorandum of Understanding between the signatories herein and is binding upon signature of the parties.

CODINGTON COUNTY
** CHECKS DETAILED HISTORY REPORT **

Fund	Act	G/L #	Vendor Name	Description	Box	Status	Check#	Amount
101	411.0	429.31	ERA - 1 RENT/UTILITIES					
		03/08/2022	ASHLAND APARTMENTS, LP				162795	227.00
		03/08/2022	TERRY BEYNON				162806	2,866.00
		03/08/2022	MICHAEL BRIGGS				162817	2,780.00
		03/08/2022	MICHAEL BRIGGS				162817	4,538.85
		03/08/2022	CHRISTIANSON APARTMENTS				162825	762.00
		03/08/2022	CITIWIDE PROPERTY MANAGEMENT				162827	750.00
		03/08/2022	CITIWIDE PROPERTY MANAGEMENT				162827	1,690.00
		03/08/2022	CITIWIDE PROPERTY MANAGEMENT				162827	2,100.00
		03/08/2022	JAMES GOWER				162863	3,600.00
		03/08/2022	LARRY HAIDER				162871	550.00
		03/08/2022	K&R MANAGEMENT				162893	33.88
		03/08/2022	K&R MANAGEMENT				162893	39.34
		03/08/2022	K&R MANAGEMENT				162893	47.78
		03/08/2022	K&R MANAGEMENT				162893	33.07
		03/08/2022	K&R MANAGEMENT				162893	17.79
		03/08/2022	K&R MANAGEMENT				162893	32.02
		03/08/2022	K&R MANAGEMENT				162893	43.73
		03/08/2022	K&R MANAGEMENT				162893	2,833.00
		03/08/2022	MAINSTREAM REALTY				162912	162.91
		03/08/2022	MUNICIPAL UTILITIES				162933	581.86
		03/08/2022	MUNICIPAL UTILITIES				162933	215.69
		03/08/2022	MUNICIPAL UTILITIES				162933	294.49
		03/08/2022	MUNICIPAL UTILITIES				162933	297.70
		03/08/2022	MUNICIPAL UTILITIES				162933	266.49
		03/08/2022	MUNICIPAL UTILITIES				162933	521.82
		03/08/2022	MUNICIPAL UTILITIES				162933	183.55
		03/08/2022	MUNICIPAL UTILITIES				162933	597.46
		03/08/2022	MUNICIPAL UTILITIES				162933	260.12
		03/08/2022	MUNICIPAL UTILITIES				162933	691.38
		03/08/2022	MUNICIPAL UTILITIES				162933	154.63
		03/08/2022	MUNICIPAL UTILITIES				162933	175.36
		03/08/2022	MUNICIPAL UTILITIES				162933	152.83
		03/08/2022	MUNICIPAL UTILITIES				162933	358.40
		03/08/2022	MUNICIPAL UTILITIES				162933	307.35
		03/08/2022	MUNICIPAL UTILITIES				162933	136.71
		03/08/2022	THE OAKS, LLC				162940	6,475.00
		03/08/2022	SUSAN PATRICK				162952	2,130.00
		03/08/2022	PEN PROPERTIES				162955	2,175.00
		03/08/2022	WILLIAM SIMON				163005	3,000.00
		03/08/2022	SIOUXLAND PROPERTIES				163009	1,496.75
		03/08/2022	SIOUXLAND PROPERTIES				163009	1,905.00
		03/08/2022	WATERTOWN MOBILE HOME PARK				163038	1,360.00
		03/08/2022	WATERTOWN MOBILE HOME PARK				163038	2,700.00
		03/08/2022	JOE WILLIAMS				163047	2,550.00
								52,094.96
101	411.0	429.32	ERA - 2 RENT/UTILITIES					
		03/08/2022	CITIWIDE PROPERTY MANAGEMENT				162827	3,540.00
		03/08/2022	CITIWIDE PROPERTY MANAGEMENT				162827	4,920.00
		03/08/2022	CITIWIDE PROPERTY MANAGEMENT				2827	2,000.00
		03/08/2022	MUNICIPAL UTILITIES				2932	141.25
		03/08/2022	MUNICIPAL UTILITIES				2932	802.81
		03/08/2022	MUNICIPAL UTILITIES				2932	224.86

CODINGTON COUNTY
 ** CHECKS DETAILED HISTORY REPORT **

Fund	Act	G/L #	Vendor Name	Description	Box Status	Check#	Amount
	03/08/2022		MUNICIPAL UTILITIES			162932	146.44
	03/08/2022		MUNICIPAL UTILITIES			162932	483.40
	03/08/2022		MUNICIPAL UTILITIES			162932	274.30
	03/08/2022		MUNICIPAL UTILITIES			162932	390.12
	03/08/2022		MUNICIPAL UTILITIES			162932	128.00
	03/08/2022		MUNICIPAL UTILITIES			162932	118.27
	03/08/2022		MUNICIPAL UTILITIES			162932	460.73
	03/08/2022		MUNICIPAL UTILITIES			162932	165.52
	03/08/2022		WATERTOWN MOBILE HOME PARK			163038	1,500.00
				Total For G/L #: 429.32			15,295.70
				Total For Act #: 411.0			67,390.66
	Total For Fund#:	101					67,390.66

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME : <i>Brandon Anderson</i>		DATE: <i>3-9-22</i>
EFFECTIVE DATE: <i>4-15-2022</i>	POSITION TITLE: <i>Part-Time CO</i>	DEPARTMENT: <i>CCDC</i>
CURRENT STEP:	NEW STEP: <i>1</i>	
CURRENT PAY RATE:	NEW PAY RATE: <i>27.62</i>	
REASONS FOR CHANGE: <i>New Hire</i>		

EMPLOYEE SIGNATURE *Brandon Anderson*

DEPARTMENT HEAD SIGNATURE *[Signature]*

DATE *3-9-22*

COUNTY COMMISSIONERS _____

DATE _____

FILED

MAR 17 2022

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.

CODINGTON COUNTY AUDITOR

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME : <i>Nolan Koistinen</i>		DATE: <i>3-17-22</i>
EFFECTIVE DATE: <i>3-21-2022</i>	POSITION TITLE: <i>Part-Time CO</i>	DEPARTMENT: <i>CLDC</i>
CURRENT STEP:	NEW STEP: <i>1</i>	
CURRENT PAY RATE:	NEW PAY RATE: <i>22.62</i>	
REASONS FOR CHANGE: <i>New Hire</i>		

EMPLOYEE SIGNATURE *Nolan Koistinen*

DEPARTMENT HEAD SIGNATURE *[Signature]*

DATE *3-17-22*

COUNTY COMMISSIONERS _____

DATE _____

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.

FILED

MAR 17 2022

CODINGTON COUNTY AUDITOR

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME : <i>Abby Wentz</i>		DATE: <i>3-9-22</i>
EFFECTIVE DATE: <i>3-21-2022</i>	POSITION TITLE: <i>Part-time Co</i>	DEPARTMENT: <i>CCPC</i>
CURRENT STEP:	NEW STEP: <i>1</i>	
CURRENT PAY RATE:	NEW PAY RATE: <i>2262</i>	
REASONS FOR CHANGE: <i>New Hire</i>		

EMPLOYEE SIGNATURE *Abby Wentz*

DEPARTMENT HEAD SIGNATURE *[Signature]*

DATE *3-9-22*

COUNTY COMMISSIONERS _____

DATE _____

FILED

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.

MAR 17 2022

CODINGTON COUNTY AUDITOR

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME :
Steve Deville

DATE:
3/16/2021

EFFECTIVE DATE:
4/1/2022

POSITION TITLE:
Seasonal Memorial
Park Technician

DEPARTMENT:
Memorial Park

CURRENT STEP:

NEW STEP:

CURRENT PAY RATE:

NEW PAY RATE:

\$19.25

REASONS FOR CHANGE:

Seasonal Memorial Park rehire

EMPLOYEE SIGNATURE

Steve R. DeWaller

DEPARTMENT HEAD SIGNATURE

Steve Malengier

DATE

3-21-2022

COUNTY COMMISSIONERS

DATE

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Welfare

Name of traveling employee _____

Employee title Director Employee status exempt nonexempt

Purpose of travel Meet with Minnehaha County Regarding their Alliance Program

Method of transportation Vehicle

Destination Sioux Falls, SD

Departure date _____

Return departure _____

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$125 mileage

Lodging expense \$0

Meals \$0 Registration 0

Other costs n/a

Overtime costs involved in the requested travel not anticipated

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs? _____

Yes No If no, why _____

Is this travel a budgeted item? Yes No

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Welfare

Name of traveling employee _____

Employee title Director Employee status exempt ___ nonexempt X

Purpose of travel Meet with Minnehaha County Regarding their Alliance Program

Method of transportation Vehicle

Destination Sioux Falls, SD

Departure date _____

Return date _____

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$125 mileage

Lodging expense \$0

Meals \$0 Registration 0

Other costs n/a

Overtime costs involved in the requested travel not anticipated

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs? _____

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X No _____

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department State's Attorney

Name of traveling employee _____

Employee title SA Employee status exempt nonexempt _____

Purpose of travel Attend meeting in Sioux Falls, Me: Community healthcare worker

Method of transportation Auto

Destination Sioux Falls, SD

Departure date _____

Return date _____

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) County vehicle if available or personal if not

Lodging expense _____

Meals _____ Registration _____

Other costs _____

Overtime costs involved in the requested travel NO

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?

Yes _____ No _____ If no, why _____

FILED

Is this travel a budgeted item? Yes No _____

MAR 23 2022

County Commission

CODINGTON COUNTY AUDITOR

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Extension

Name of traveling employee _____

Employee title Admin. Spec. Employee status exempt nonexempt

Purpose of travel 4-H Online & Fair Entry training

Method of transportation private vehicle

Destination Aberdeen, SD

Departure date and

Return departure date

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) vehicle mileage

Lodging expense None

Meals X (meal should be included) Registration X

Other costs X

Overtime costs involved in the requested travel 1.75 hours

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs? yes

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X No _____

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____