### **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, July 5, 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 July 5, 2022, agenda
- 5. Action to approve the June 28th, 2022, minutes of the Board of Codington County Commissioners
- 6. Monthly Reports
  - a. Extension
- 7. Action to approve plat resolutions Tim and Lacey Grabow Addition, Comes Acres Addition
- 8. Action to approve FY2023 contract for WIC services
- 9. Action to approve ARPA operating cash transfers for June payroll costs
- 10. Discussion/possible action to enact a Burn Ban
- 11. Action to approve a permit to discharge fireworks at 3121 North Serenity Drive
- 12. Review of 2023 Budget requests
- 13. Action to approve claims for payment
- 14. Action to approve automatic budget supplements
- 15. Action to approve personnel changes
- 16. Action to approve travel requests
- 17. Public Notices a possible quorum of Commissioners could be in attendance at:
- 18. Old Business
- 19. New Business
- 20. Open
  - a. Public Comments
  - b. Commission Comments
- 21. 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)
- 22. Action to adjourn until 9:00 a.m., Tuesday, July 12<sup>th</sup>, 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

June 28, 2022

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, June 28, 2022, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair Hanten, presiding. The pledge of allegiance was led by Commissioner Gabel.

### 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 June 28th, 2022 agenda as posted; all voted aye; motion carried.

### MINUTES APPROVED

Motion by Johnson, second by VanDusen, to approve the minutes of June 21st, 2022; all voted aye; motion carried.

## PUBLIC HEARING/FORMAL BUDGETS SUPPLEMENT

The Board held a public hearing, as previously advertised, to receive public comment on formal budget supplements to the American Rescue Plan Act budget and Rural Access Infrastructure budget. Motion by Johnson, second by Gabel, to approve formal supplements to the ARPA budget in the amount of \$5,440,420.00 and the RAI budget in the amount of \$54,542.07. Chair Hanten opened the hearing to the public at this time. No persons offered comments during the public hearing. Chair Hanten closed the public hearing and turned to the Board for action and further comments. The formal supplementing of these budgets will give the County spending authority of the cash received and deposited into each fund. Upon vote of the Board all voted aye; motion carried.

### MONTHLY REPORTS

Emergency Management Director, Andrew Delgado, updated the Board. Maintenance has been completed on Search and Rescue trucks; incidents responded to where for a fuel release on the interstate and a residential fire near Florence. The Emergency Management Director toured an assisted living center in Codington County and met with staff regarding emergency plans for the facilities if the need arises; attended ICS400 training; held an LEPC meeting at Glacial Lakes Energy; agreed to fund a project for securing sharps containers for the Watertown Police Department and securing HAZMAT spill kits for some of the volunteer fire departments in the County; hosted a Planning "P" workshop for the regional Emergency Management offices; attended the Lake Area Radio Klub (LARK) field day, which is a large emergency preparedness exercise; and planning for the Pre-disaster Mitigation Plan is on track with a planning meeting scheduled for July 7th. The Emergency Management Director reviewed several recent weather events where weather spotters were called out on 4 different occasions, and also provided the Board with a timeline report of the disaster declaration process. A review of storm procedures and protocols, including Emergency Management website updates, will be conducted for future response to weather incidents.

Sheriff, Brad Howell, who could not be present for this meeting, provided the Board with the following statistics, compiled from the month of May 2022, for the Detention Center and Sheriff's Office: 601 cases/calls for service; 13 accident reports were completed; 65 warrants served; 207 sets of civil papers served; 4,358 transport miles; average daily inmate population 71.19 (high ADP 79 and low ADP 60); 22 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 5 individuals using remote breathalyzers; 28 individuals testing twice daily PBT'S; 30 individuals reporting twice weekly for UA Drug testing; 2 individuals on sweat patches; 210 bookings; \$10,299.64 collected in fees for out of county prisoner contracts; \$5,910.00 collected in work release fees; \$5,780.00 collected in fees for the 24/7 program; and \$4,428.00 collected for SCRAM fees.

### ROAD RECLAMATION AND MICROSEAL PROJECT BIDS

Highway Supt., Rick Hartley and Waylon Blasius, Banner Project Manager, met with the Board to review the bid received, on June 14<sup>th</sup>, for the Road Reclamation and Microseal project and to recommend approval of the base bid and bid alternative A for a total bid of \$1,710,317.20. Motion by Gabel, second by VanDusen to accept the base bid \$1,208,985.80 and bid alternative A \$501,331.40 as submitted by Duininck, Inc; all voted aye; motion carried.

### SUMMIT CARBON SOLUTIONS PROJECT UPDATE

Ben Fuller, a representative from Turnkey Logistics, appeared before the Board and provided a project update for Summit Carbon Solutions. Mr. Fuller provided the Board with various handouts regarding the project and associated new economic opportunities for the ethanol industry in South Dakota. Mr. Fuller noted benefits to Codington County, including but not limited to: new annual property tax revenue; labor income; average wage of employees during the construction and operations phases; annual expenditures, etc. Mr. Fuller noted the proposed timeline for the start of the project is Summer 2023 and being operational in 2024.

# WAVERLY-SOUTH SHORE BASKETBALL TEAMS RAFFLE

The Board noted the intent of the Waverly-South Shore Girls and Boys Basketball teams to conduct a raffle/game of chance "Monday Night Football Book" fundraiser during the 2022-2023 professional football season.

### **CLAIMS APPROVED**

Motion by Gabel, second by Johnson, to approve a claim, payable to the City of Watertown, for April 911 surcharge collections, in the amount of \$22,501.60; Gabel, Waterman, Johnson and Hanten voted aye; VanDusen was recused; motion carried. Motion by Gabel, second by Waterman, to approve for payment the following list of claims: VISA Reliabank 970.21 sup/trav; VISA First Interstate Bank 40.00 fuel; Carolyn Eck 225.00 election; all voted aye; motion carried.

### **SALARY CLAIMS**

Motion by VanDusen, second by Gabel, to approve June salary claims; all voted aye; motion carried: Commissioners: 10,778.29 total salaries. Auditor: 23,346.73 total salaries. Co. Treasurer: 34,082.95 total salaries. States Attorney: 34,752.24 total salaries. Gov. Buildings: 18,878.34 total salaries. Dir. Equalization: 47,439.32 total salaries. Reg. of Deeds: 25,555.70 total salaries. Veterans Service: 12,731.22 total salaries; Jay Roberts new hire 25.11 PT. Sheriff: 88,137.92 total salaries. Co. Jail: 131,101.27 total salaries. Coroner: 3,875.40 total salaries. Welfare: 15,588.83 total salaries. County Nurse: 5,305.11 total salaries. Co. Park: 9,528.94 total salaries. Ag. Bldg.: 10,399.52 total salaries. Co. Extension: 10,726.54 total salaries. Weed: 7,788.45 total salaries. Planning Board: 441.62 total salaries. Road & Bridge: 105,207.09 total salaries. Emergency Management: 12,048.12 total salaries. Crime Victim: 7,430.65 total salaries. W.I.C.: 5,109.09 total salaries. Total 620,253.34. Breakdown of withholding amounts which are included in the above: S.D. Retirement 56,498.64; S.D. Retirement 74.12 spouse option; S.D. Supplemental Retire. 3,660.00 suppl. retire.; Sanford 83,808.79 ins.; Reliance

Standard Life Insurance 739.23 life ins.; Delta Dental 6,540.48 ins.; Avesis 884.77 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 439.65 employee union dues; AFLAC 3,832.36 ins.; John Hancock 5,750.00 suppl. retire.; AFLAC 928.09 ins.; Watertown United Way 90.00 employee contributions; Office of Child Support 947.00 employee payments; Sioux Valley Credit Union 25,121.00 employee payments; SDRS Supplemental Retirement 4,285.00 Roth retirement; Teamsters Local Union 120 422.00 employee union due; Codington County Deputy Sheriff's Association 105.00 employee union dues; ReliaBank Dakota 41,296.60 federal withholding; ReliaBank Dakota 56,866.52 social security; ReliaBank Dakota 13,299.42 Medicare.

### PERSONNEL CHANGES

Motion by Gabel, second by Waterman to approve the following personnel changes; all voted aye; motion carried:

Employee	Position	Wage	Effective
Steve Molengraaf	Facilities Manager	G60/step 5; 35.29/6140.46	7/1/2022
Bryan Bleeker	Facilities Tech II	G20/step 9; 21.69/3774.06	7/1/2022
Richard Kohn	Facilities Tech II	G20/step 4; 19.17/3335.58	7/1/2022
Justin Halajian	Sr. Maint. Tech	G40/step 2; 25.73/4477.02	7/1/2022
Scott Swanson	Facilities Tech Lead	G25/step 10; 24.46/4256.04	7/1/2022
James Hedges	Facilities Tech II	G20/step 6; 20.14/3504.36	7/1/2022
Ron Hartley	Facilities Tech II	G20/step 4; 19.17/3335.58	7/1/2022
Chandler Flowers	Deputy Sheriff	G40/step 1; 25.11/4369.14	7/1/2022

Motion by Johnson, second by Gabel, to accept the letter of retirement from Health Administration Tech., Jeanie Ochsendorf; effective August 31, 2022; all voted aye; motion carried. Chair Hanten expressed thanks for Jeanie's 15 years of service to the Codington County Community Health Office.

### TRAVEL REQUEST

Motion by VanDusen, second by Gabel, to approve travel for the Director of Equalization and appraisal staff to attend the annual SDAAO school; all voted aye; motion carried.

### **EXECUTIVE SESSION**

Motion by VanDusen, second by Gabel, to enter into executive session, per SDCL 1-25-2 (1), personnel issues (2) pending litigation or contractual matters; at 10:04 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:30 a.m., no action was taken. Human Resource Representative, Natalie Remund was present for executive session.

### **ADJOURNMENT**

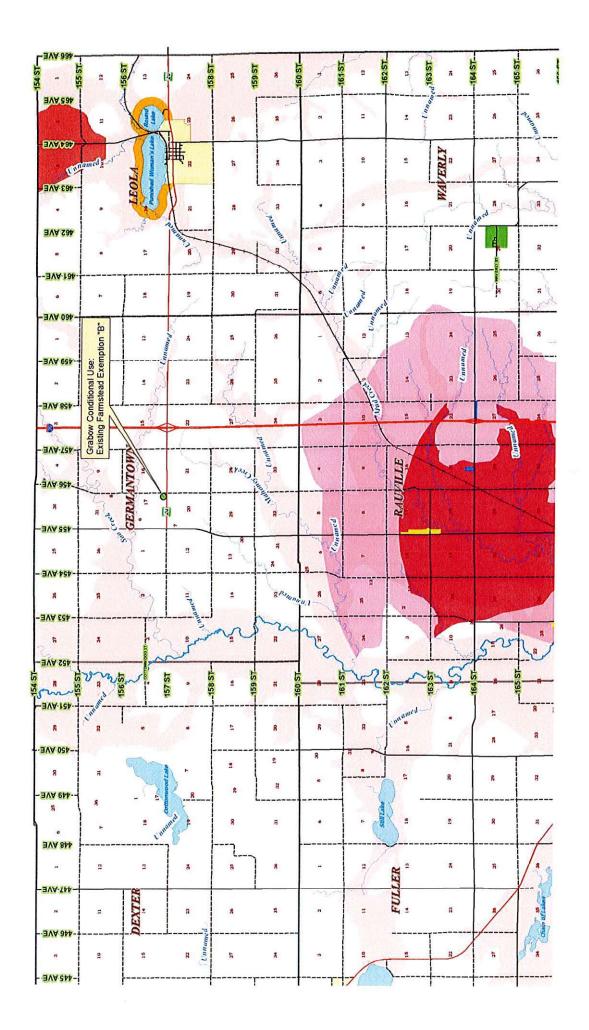
With no further business to come before the Board, a motion was made by VanDusen, second by Johnson, to adjourn at 10:30 a.m., until 9:00 a.m., Tuesday, July 5th, 2022; all voted aye; motion carried.

Johnson, to adjourn at 10.50 a.m., then 5.00 a.m., Tuesday, July 5, 2022, all voice aye, motion carrie
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 \$
Codington County, 28 June 2022

# **Grabow Plat**

Plat of Tim and Lacey Grabow Addition in the SE1/4 of Section 17-T119N-R52W (Germantown Township).

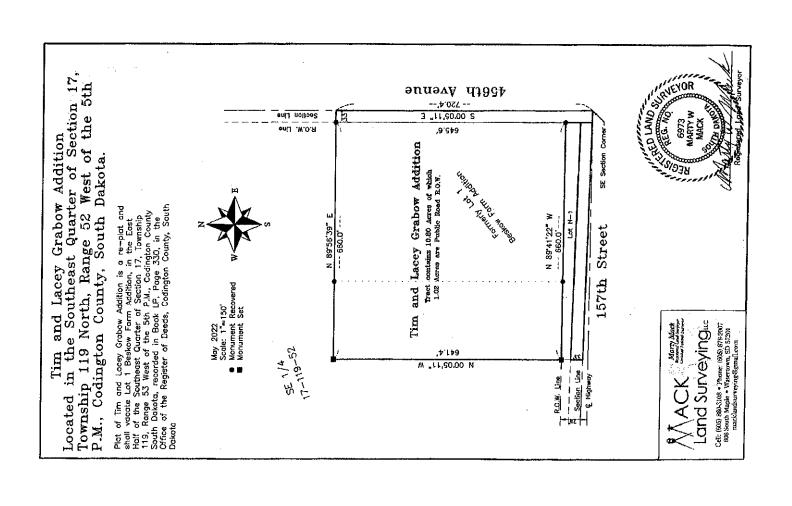
# Plat Approval







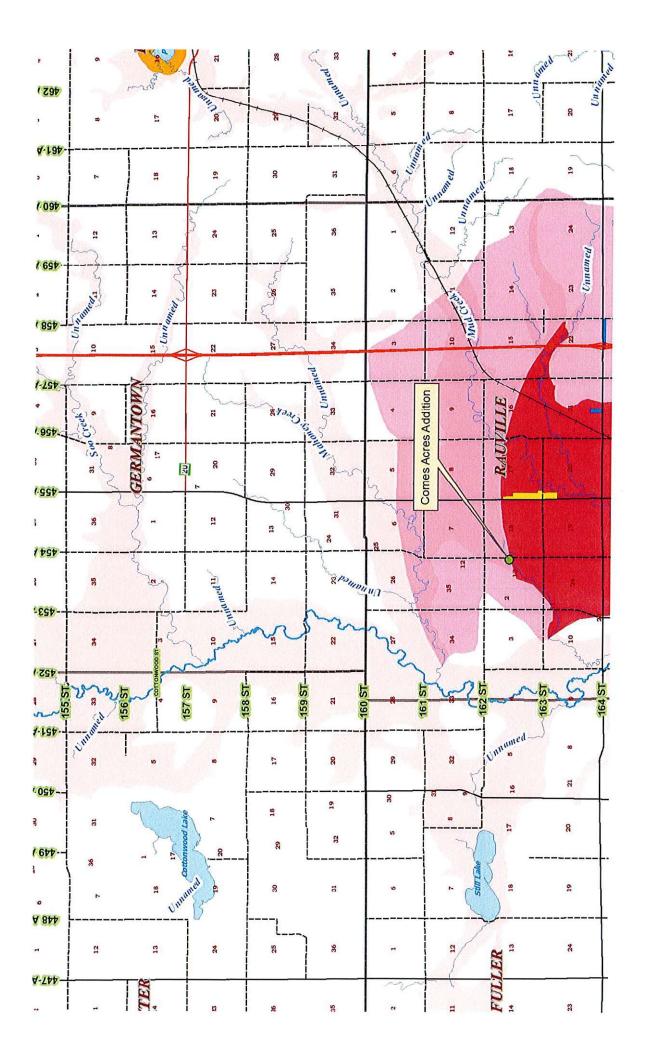


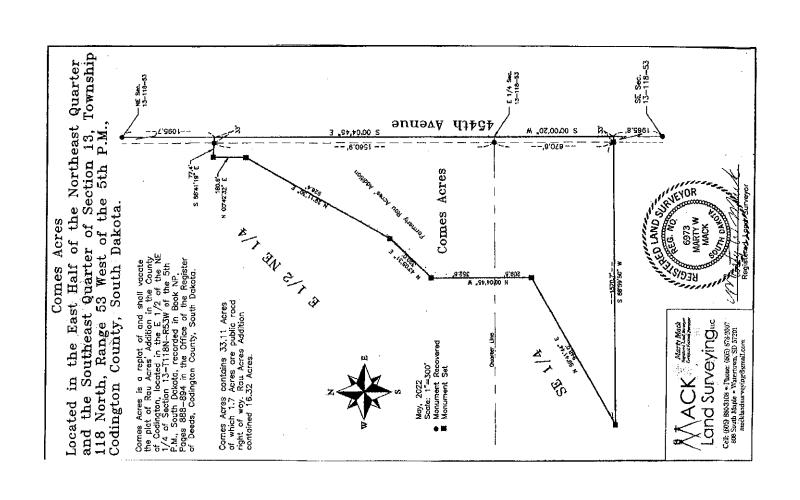


# **Comes Plat**

Plat of Comes Acres in the E1/2 of the NE1/4 of Section 13-T118N-R53W (Rauville Township)

Plat Approval





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# STATE OF SOUTH DAKOTA DEPARTMENT OF HEALTH DIVISION OF FAMILY AND COMMUNITY HEALTH

### Sub-Recipient Agreement Between

Codington County C/O County Auditor 14 1st Avenue SE Watertown SD 57201-3611

Referred to as "Sub-Recipient"

South Dakota Department of Health Division of Family and Community Health Office of Child and Family Services 600 East Capitol Avenue Pierre, SD 57501-2536 (605) 773-3361

Referred to as "State"

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

### A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

### 1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331 is inserted below. In the event of a change in the award of funding source, the information inserted below may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

### 1.1 Subrecipient Information:

- a. Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Codington County, Watertown SD 57201-3611
- b. Sub-Recipient's DUNS number /unique entity identifier: XWDVUSNZBCM5
- c. Federal Award Identification Number (FAIN): 223SD708W1003
- d. Federal Award Date: 10/01/2021
- e. Sub-award Period of Performance: 06/01/2022 to 9/30/2022
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$14,292.67
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$0
- h. Amount of Federal Award to the Sub-recipient for this period of performance: \$14,292.67
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing intake and administrative services and space for the Women, Infants and Children (WIC) Program in Codington County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Services, South Dakota Department of Health, and Blaire Tritle, blaire.tritle@state.sd.us
- k. CFDA No(s) and Name(s): 10.557 and Special Supplemental Nutrition Programs for Women, Infants and Children
- l. Is the grant award for research and development (R&D)? YES \_\_\_\_\_ NO  $\underline{X}$

m. Department of Health Indirect Cost Rate for federal award: 7/01/2021 to 06/30/2022 = 5.9% 07/01/2022 to 06/30/2023 = 7.3%

### 1.2.

- Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Codington County, Watertown SD 57201-3611
- b. Sub-Recipient's DUNS number /unique entity identifier: XWDVUSNZBCM5
- c. Federal Award Identification Number (FAIN): 233SD708W1003
- d. Federal Award Date: 10/01/2022
- e. Sub-award Period of Performance: 10/01/2022 to 5/31/2023
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$28,585.33
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$0
- h. Amount of Federal Award to the Sub-recipient for this period of performance: \$28,585.33
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follow: This agreement is made for the purpose of providing intake and administrative services and space for the Women, Infants and Children (WIC) Program in Codington County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Services, South Dakota Department of Health, and Blaire Tritle, blaire.tritle@state.sd.us
- k. CFDA No(s) and Name(s): 10.557 and Special Supplemental Nutrition Programs for Women, Infants and Children
- l. Is the grant award for research and development (R&D)? YES \_\_\_\_\_ NO X
- m. Department of Health Indirect Cost Rate for federal award: 07/01/2021 to 06/30/2022 = 5.9% 07/01/2022 to 06/30/2023 = 7.3%

### 2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on June 1, 2022 and will end on May 31, 2023, unless sooner terminated pursuant to the terms hereof.

- 3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):
  - a. Sub-recipient is not a full or part-time employee of State or any agency of the state of South Dakota.
  - b. Sub-recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
  - c. Sub-recipient may use the following equipment, supplies or facilities owned by the state of South Dakota.
    - a) The Sub-recipient will use a state owned, personal computer and, if the Sub-Recipient is able to demonstrate to the State's satisfaction that general office equipment and general office supplies are not available, the State will provide such office equipment and supplies, including but not limited to, a desk, chair, filing cabinet and general office supplies. No State facilities will be used by the Sub-Recipient in fulfillment of this contract
  - d. Sub-recipient will not purchase capital assets or equipment using State funds.

- e. The Sub-Recipient will undertake and complete the work or performance described as:
  - Assist and support State in complying with Federal Funding Accountability and Transparency
    Act (FFATA) requirements by providing any and all information the State must report to be
    compliant with FFATA. More information about FFATA reporting requirements can be found at
    www.fsrs.gov.
  - ii. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Sub-recipient non-compliance or failure to comply with provision IV. (E) (i) above. Sub-recipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Sub-recipient's failure to supply State with any requested information necessary to comply with FFATA.
  - iii. Will comply with the terms and conditions of the Child Nutrition Act of 1966 which WIC is section 1786: <a href="https://fns-prod.azureedge.net/sites/default/files/CNA\_1966\_12-13-10.pdf">https://fns-prod.azureedge.net/sites/default/files/CNA\_1966\_12-13-10.pdf</a>. The Healthy, Hunger-Free Kids Act of 2010 <a href="https://www.gpo.gov/fdsys/pkg/PLAW-111publ296/pdf">https://www.gpo.gov/fdsys/pkg/PLAW-111publ296.pdf</a> and 7 CFR 246 <a href="https://www.ecfr.gov/current/title-7/part-246">https://www.ecfr.gov/current/title-7/part-246</a>
  - iv. Provide intake and administrative services for the Women, Infants, and Children (WIC) Program in compliance with federal regulation and State's WIC Policy and Procedure Manual, including ongoing WIC Program memo and policy revisions. This includes determining income, residency, and identity of current and potential participants.
  - v. In collaboration with the Office of Family and Child Services (OCFS) public health manager, hire and manage employees to complete job roles and responsibilities outlined in this contract and in section 1.06H of the WIC policy and procedure manual located at <a href="https://sdwic.org/wp-content/uploads/1.06HClerical.pdf">https://sdwic.org/wp-content/uploads/1.06HClerical.pdf</a>. Job roles and responsibilities include but are not limited to:
    - Performing intake services for clients
    - Educating clients on benefit usage and navigating stores
    - · Community outreach and referral services
    - Determining income eligibility, resident, and identity of current and potential clients
    - Vendor liaison duties
    - General administration and office duties
  - vi. Allow all new WIC employees to attend and participate in new employee training as stipulated by the WIC Program. This will include overnight travel for the SD WIC-IT training. New employee training should be completed within the first month of employment to ensure staff have the knowledge and permissions in SD WIC-IT to perform their jobs satisfactorily, new employees to attend and participate in new employee training.
  - vii. Allow WIC employees to attend and participate in required training to remain effective/efficient in their roles
  - viii. Use State funds exclusively for:
    - a. WIC Services
      - Each county receives an annual budget based on participation rates from the most recent calendar year.
      - Reimbursement amounts are calculated monthly based on the per participant rate and the number of WIC participants who received WIC benefits in a particular county.

- FY2023 per participant rate \$6.16 per participant. This rate is reviewed annually during budget determination.
- WIC Central Office will generate payment and send to the Sub-recipient on a monthly basis.

### b. WIC Training/Travel

- Reimbursement for training time and travel time to and from training location is based on State average training and travel rate, including benefits.
- FY2023 Training and Travel Rate- S20.25 per hour. This rate is reviewed annually during budget determination.
- Reimbursement for per diem, mileage and lodging for staff attending WIC training is
  according to county policy but cannot exceed State rates. State rates for these items are
  included on the expenditure report.
- The Central Office will generate monthly payment based on Monthly Expenditure Reports submitted by the Sub-recipient.

### c. SDWIC-IT FOCUS Expenses

- SDWIC-IT FOCUS meetings have been suspended until further notice.
- ix. Make appropriate facilities available for WIC services to participants within the county. Facilities must allow participant confidentiality during the intake process.
- x. Refer potential applicants to the WIC Program and inform applicants of health services available.
- xi. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.
  - Subrecipient further agrees that the contents of WIC records shall not be disclosed to anyone other than person directly connected with the administration or enforcement of the program. Persons directly connected with the administration or enforcement of the program whom the state agency determines has a need to know the information for program purposes is outlined in the SD WIC Policy and Procedure Manual 1.09. The manual is located at <a href="http://sdwic.org/knowledge/policy-and-procedure-manual">http://sdwic.org/knowledge/policy-and-procedure-manual</a>.
- xii. Maintain complete, accurate, documented, and current accounting of all program funds received and expended.
- xiii. Provide on or around 7<sup>th</sup> of month monthly expenditure report for expenses incurred(when applicable). See attachment A.
- xiv. Maintain and have available for the State's review and audit, all documentation associated with administering this contract. All WIC participants files are property of the State.
- xv. When county is or will be without clerical staff for an extended period of time (for example, hiring a new employee is taking longer than expected or current employee is out on maternity leave or extended leave due to recovering from surgery, etc.), county can arrange clerical coverage with another county or clinic site by contacting regional manager to arrange scheduling and reimbursement. To ensure reimbursement changes, contact WIC Central Office billing point of contact (Blaire Tritle).
- xvi. Occasionally, the OCFS public health manager may request county clerical support to cover another county or state site that is without clerical staff. This is provided by the county at the county's discretion. If the county provides clerical coverage to another clinic, the county will be reimbursed at

- the current per participant rate for the additional county/additional participants served and will be reimbursed for clerical travel at the state rate. To ensure reimbursement changes, contact WIC Central Office billing point of contact (Blaire Tritle).
- xvii. Per executive Order 2014-11, all employees providing WIC services must have a flu vaccination by December 1st of each year.
- xviii. Comply with State of South Dakota Cyber-Security requirement policies found at <a href="http://bhr.sd.gov/policies-forms/BHRCyberSecurityAwarenessFinal042018.pdf">http://bhr.sd.gov/policies-forms/BHRCyberSecurityAwarenessFinal042018.pdf</a> to include any mandatory trainings for any individuals who have a state email account/address.
- f. If the State will undertake or complete any work or performance under this Agreement, it is described as follows:
  - i. State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract, up to, up to \$42,878.00. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used.
  - ii. State will not pay Sub-recipient expenses as a separate item.
  - iii. Travel expenses will be reimbursed at state rates.
  - TOTAL CONTRACT AMOUNT (Not to Exceed) \$42,878.00. Payment will be made consistent with SDCL Ch. 5-26.
  - v. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.
  - vi. State agrees to:
    - a. Administer the WIC Program in accordance with federal regulations and United States Department of Agriculture (USDA), Food and Nutrition Services and the policies and procedures established by the State governing the WIC Program.
    - b. Provide adequate training to staff and capabilities to operate the WIC Program at the local level including:
      - providing the Subrecipient's clerical personnel with access to WIC Policy and Procedure Manual, on-going WIC Program memos/policy revisions and scheduled Program Trainings.
      - answering Subrecipient clerical personnel's questions regarding the above described Manual and reviewing Subrecipient clerical personnel's work for the purpose of ensuring compliance with federal WIC guidelines.
    - Establish a food delivery system so qualified local retailers may be authorized to provide foods locally to participants.
    - Develop the annual State Plan as required by Federal WIC regulation for WIC program operation and administration.
    - e. Establish a financial management system and comply with fiscal requirements prescribed by Food and Nutrition Services guidelines and instructions.

- Provide monthly payment to the Subrecipient based on number of participants receiving WIC benefits each month.
- g. Provide monthly payment for contract period expenses incurred and reported on the monthly expenditure report(See attachment A.). This includes payment for training WIC staff.
- h. Review and determine annually per participant rate for the contract period. The State will allow for increase rates based on annual State budget determination.
- i. Review and determine annually State average rate for WIC training/travel in Attachment A.
- j. Provide fiscal and administrative management, including participating in supervision and evaluation of county staff provided by the contract, to ensure efficient utilization of the resources of both parties.

### 4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of providing intake and administrative services and space for the Women, Infants and Children (WIC) Program in Codington County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.

Amount provided by State/Grantor is \$42,878.00 Amount matched by Sub-Recipient \$0.00 Total Grant Amount \$42,878.00

Dollars provided by State consist of the following:

Non-Federal State dollars \$0.00 Federal dollars \$42,878.00

### 5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

### 6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and

other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers, and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems, and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

### 7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit A-133 Coordinator 427 South Chapelle % 500 East Capitol Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the ninth month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall

facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, 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 completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

### 8. CLOSEOUT

a. The State will provide the subrecipient closeout letter after the period of performance end data.

### B. STANDARD CLAUSES

### 1. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbing Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, 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 as amended, 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 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

### 2. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

### 3. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

### 4. RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant Executive Order 2022-01, for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract Consultant certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this contract. Consultant further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.

### 5. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

### 6. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

### 7. CONTROLLING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

### 8. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

### 9. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

### 10. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, 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.

### 11. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, 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. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

### 12. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

### 13. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position 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 and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

### 14. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

# 15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

### C. AGENCY OR GRANT SPECIFIC CLAUSES

- 1. This agreement is exempt from the request for proposal (RFP) process.
- 2. Does this agreement involve Protected Health Information (PHI)? YES (X) NO ( )
  - a. Sub-recipient 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. 24, 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

- i. As a Business Associate, Sub-recipient 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:
    - 1) to meet its obligations in this and any other agreements with State;
    - 2) as required by applicable law, rule or regulation; and
    - 3) 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);
  - 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 Sub-recipient has received prior written consent from State pursuant to "Other Provisions" section G to whom it provides PHI received from or created by Sub-recipient on behalf of State, agrees to the same restrictions and conditions applicable to Sub-recipient, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). Sub-recipient 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 Sub-recipient 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). Sub-recipient 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. Sub-

recipient 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.

- ii. Notwithstanding the prohibitions set forth in this agreement, Sub-recipient 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 Sub-recipient of any instances of which it is aware in which the confidentiality of the information has been breached.

### iii. Availability of PHI

Sub-recipient 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 Sub-recipient;
- 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.

### 3. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

### 4. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations, and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

### 5. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

### 6. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, state proprietary information, state data, end user data, Personal Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Sub-Recipient in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Sub-Recipient without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

### 7. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <a href="http://bit.sd.gov/standards/">http://bit.sd.gov/standards/</a>.

### 8. HOLD HARMLESS:

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

### 9. INSURANCE:

Before beginning work under this Agreement, the Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Sub-Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

### A. Commercial General Liability Insurance:

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

### B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$0\$ for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

### C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

### D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$0.

### 10. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient 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. Sub-Recipient 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. Sub-Recipient 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. Sub-Recipient 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 Sub-Recipient; (ii) was known to Sub-Recipient 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 Sub-Recipient without the benefit or influence of the State's information; (v) becomes known to Sub-Recipient 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. Sub-Recipient 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 of the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Sub-Recipient 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 agreement 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, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Sub-Recipient will be required to undergo investigation.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

### 11. FEDERAL AND STATE LAWS:

Sub-Recipient agrees that it will comply with all federal and state laws, rules, and regulations that 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 provided by state or federal law.

### 12. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:

Sub-Recipient 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 Sub-Recipient or State to liability. Reporting to State under this section does not satisfy Sub-Recipient's obligation to report any event to law enforcement or other entities as required by law.

### 13. FORCE MAJEURE:

Neither Sub-Recipient 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.

### 14. 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 Sub-Recipient.

- 15. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- 16. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- 17. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### D. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- A. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- B. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- C. An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- D. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

Furthermore, pursuant to SDCL § 1-56-10, if a conflict of interest is identified as outlined by your organization's conflict of interest policy, you are required to disclose the conflict to the Department of Health for display on the website created pursuant to SDCL § 1-27-45.

# THE FOLLOWING MUST BE COMPLETED BY THE SUB-RECIPIENT:

1)	Is your organization required to file the Internal Revenue Service Form 990?	Ycs	No
	If you answered "YES," in the space provided below, please provide the link to you information can be found.	our websit	e where this
2)	Is your organization subject to compliance with the federal Single Audit Act?	Yes _	No
	If you answered "YES," in the space provided below, please provide the link to you audits can be found.	our websit	e where the
3)	Have any conflicts of interest been identified pursuant to your organization's conf YesNo	lict of inte	rest policy?
	If you answered "YES," in the space provided below, please list any and all identi	fied confli	icts of interests.

### E. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by signing below.

Beth Dokken, Director Division of Family and C Department of Health	ommunity Health	Date	Sub-recipient Signature	e Date
·			Brenda Hanten Print or Type Sub-recip	vient Name
			bhanten@codington.or	
			Cc: cbrugman@coding	
Darcy McGuigan		Date	Sub-recipient Email	
Director, Division of Finan	nce			
Department of Health				
State Agency Coding:				
CFDA#	10.557			
Company	2018	1000	2000	1000
Account	5206570	5206570	5206570	5206570
Program	0904004	0901001	0901001	0901001
Fund Src-subfund	113WC			
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State Progra	m Contact Person	Blaire Tritle		
State 110gra	Phone	605-773-6286		
	110110	000 770 0200		
State Fisc	al Contact Person	Contract Accountar	nt	
	Phone	605 773-3361		
Sub-Recipient	Program Contact P	erson		
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Name	Date	Site	Hours	Rate Per Hr.	Total		Roundtrip	Rate	Amount			
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				\$ 20.25			0	THE PARTY SHAPE THE PROPERTY OF THE PARTY OF	A CONTRACTOR OF THE PARTY OF TH			
		1	) C	\$ 20.25	\$ -	4		\$ 0.42	\$ -			
	Total Travel	Time Reimbu	rsement		\$ -		Total Mileag	e Reimbursement	\$ -			
MEALS - m	eals cannot exceed	state rates p	rovided belo	w 1								
	# of each	State Rate	AND SOURCE OF THE PARTY OF THE									
Breakfasts Lunches		\$ 6.00 \$ 14.00	\$ - \$ -	Leave before 5:3								
Dinners	30	\$ 20.00	\$ -	Leave before 11: Leave before 5:3:								
Tota	al Meals Reimburse	ment	\$ -				TOTAL CLINIC	TRAVEL EXPENSES		\$		
						2 F S C D S						
CLERICAL T	RAINING EXPENSES	5 (113WC)				6	1		MILEAGE - stat	e rate is \$.42 per	mile	
Name	Date	Training Title	Total Training & Travel Hours	Rate Per Hr.	Total	% WIC (if applicable)	% WIC Total		Total Miles Roundtrip	Rate		Amount
			0	\$ 20.25	\$ -		\$ -		Market Market	\$ 0.42	\$	-
		PARKER	0	\$ 20.25	\$ -		\$ -		0		\$	-
			0	\$ 20.25	\$ -		\$ -			\$ 0.42	\$	-
		RABURA	0	A-SA MARKANIA	\$ -		\$ -			\$ 0.42	\$	IH.
				\$ 20.25	\$ -	FEMORES.	\$ -		F. Table Called	\$ 0.42	\$	18
	Total Travel & Trai	ning Time Re	imbursemen	ti .	\$ -		\$ -		Total Mileage Reimbursement		\$	-
BAFAIC	ale and a known t						Г					
IVIEALS - ME	# of each	State rates pr	ovided below Total	V			}	LODGING		day June 1- June 30		
Breakfasts	Months and Market	\$ 6.00	\$ -	Leave before 5:31	AM or Return afte	er 7:59AM		Date	s tax per day July 1- # of nights	May 31 Rate		Total
Lunches		\$ 14.00	\$ -	Leave before 11:3				but in the Point	Later	Marie and the	\$	-
Dinners	REPORTED IN	\$ 20.00		Leave before 5:31	PM or Return afte	er 7:59PM					\$	<u> </u>
Tota	l Meals Reimbursei	ment	\$ -					Total L	odging Reimburs	sement	\$	
							TOTAL CLERICA	AL TRAINING EXPEN	ISES:	\$		
OTHER EXPE	ENSES (SPECIFY):	160 Str. (\$10.471)		New Contraction		Maria Maria Maria	1000 Carlon 1000	Every Company				100510750000000000
	fy the above expenses Department of Health		l in activities ap	proved under	the contract	TOTAL MON	NIES TO BE REIN	<b>MBURSED</b>	ļ.	\$		57
the 3.U.	ocparament of nealth											
Health Profes	sional Signature			Date		Dublic Usalit	Managar		1			
ricaltii Fioles	aionai aignature			Date		rublic Health	Manager Signatu	ire		Date		
County Audito	or Signature			Date								
County Addition	or orginature			Date								

Total \$

113WC \$

For Central Office Use:

Rev. 6/22

# SEND TO THE STATE AGENCY YOU SEND INVOICES

# DO NOT send to IRS

# Substitute W-9

# Taxpayer Identification Number (TIN) Verification

	Legal Name	Legal Name						
	(as entered with IRS) If Sole Proprietorship en	nter your Last, First MI	Entity Designation (check only one) Required Individual / Sole Proprietor					
			Partnership					
>	Business Name		☐ C Corporation					
	If doing business as (DBA) or enter business na	me of Sole Proprietorship	S Corporation					
			Limited Liability Company - Individual					
>	Order Address (where order should be mail	ed)	☐ Limited Liability Company - Partnership☐ Limited Liability Company - Corporation					
	PO Box or Number and Street, City, State,		Governmental Entity					
			☐ Hospital Exempt from Tax or Government					
			Owned					
			☐ Long Term Care Facility Exempt from Ta Government Owned					
-	BULLI		☐ Trust/Estate					
>	Remit Address (where check should be main PO Box or number and street, City, State, 2		☐ All Other Entities (specify e.g. 501(c)(3),					
	TO Box of Humber and street, only, otate, i	ZII · T						
			Taxpaver Identification Number (TIN)					
	Exemptions		Check Only One Required					
			☐ Social Security Number (SSN)					
	Exempt payee code (if any):		☐ Employer Identification Number (EIN)					
			<ul><li>Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)</li></ul>					
	Exemption from FATCA reporting code	(if any):	for U.S. Resident Aliens (ITIN)					
	Exemption from FATCA reporting code	e (if any):	for U.S. Resident Aliens (ITIN)					
	Certification	e (if any):	for U.S. Resident Aliens (ITIN)					
	Certification Under penalties of perjury, I certify that:		for U.S. Resident Aliens (ITIN)					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my	correct taxpayer identificat	for U.S. Resident Aliens (ITIN) tion number, AND					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the	correct taxpayer identifical g because (a) I am exemp at I am subject to back u	for U.S. Resident Aliens (ITIN)  tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interes					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified m	correct taxpayer identificat g because (a) I am exemp nat I am subject to back u ne that I am no longer subj	for U.S. Resident Aliens (ITIN)  tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interes					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified m 3. I am a U.S. person (including a US reserved)	correct taxpayer identificat g because (a) I am exemp nat I am subject to back u ne that I am no longer subj ident alien).	for U.S. Resident Aliens (ITIN)  tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interes ject to backup withholding.					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified m	correct taxpayer identificat g because (a) I am exemp nat I am subject to back u ne that I am no longer subj	for U.S. Resident Aliens (ITIN)  tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interes					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified m 3. I am a U.S. person (including a US reserved)	correct taxpayer identificat g because (a) I am exemp nat I am subject to back u ne that I am no longer subj ident alien).	for U.S. Resident Aliens (ITIN)  tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interes ject to backup withholding.					
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	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) th dividends, or (c) the IRS has notified m 3. I am a U.S. person (including a US res Printed Name  Signature	correct taxpayer identificating because (a) I am exemple to back une that I am subject to back une that I am no longer subjuident alien).  Printed Title  Optional Direct Depo	for U.S. Resident Aliens (ITIN)  tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interes ject to backup withholding.  Telephone Number ( ) Date (mm/dd/yy)					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified m 3. I am a U.S. person (including a US reservinted Name  Signature  Your Bank Account Number	correct taxpayer identificat g because (a) I am exemp nat I am subject to back u ne that I am no longer subj ident alien). Printed Title	for U.S. Resident Aliens (ITIN)  tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interes ject to backup withholding.  Telephone Number ( ) Date (mm/dd/yy)					
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	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified material and u.s. person (including a US resembled Name  Signature  Your Bank Account Number	correct taxpayer identificating because (a) I am exemple to back une that I am no longer subjudent alien).  Printed Title  Optional Direct Deposition of the providing of the provide of the providing of the providing of the providing of the prov	for U.S. Resident Aliens (ITIN)  tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interes ject to backup withholding.  Telephone Number (					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified mits. I am a U.S. person (including a US resembled Name  Signature  Your Bank Account Number Checking Savings  THIS IS A:  new direct deposit chan old Bank Account Number  Required e-mail address (Please make this LEG	correct taxpayer identificating because (a) I am exemple to back under that I am subject to back under that I am no longer subjuident alien).  Printed Title  Optional Direct Deporable Bank Routing Number (9-digital)  Ge of existing (providing of Old Routing Number (9-digital)	tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interest ject to backup withholding.  Telephone Number ( ) Date (mm/dd/yy)  Desit Information git ABA #)  Name on Bank Account  Id banking information required to change existing) It ABA #)  You must provide the previous banking information to make a change.					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified mits. I am a U.S. person (including a US restricted Name  Signature  Your Bank Account Number Checking Savings  THIS IS A: Checking Chec	correct taxpayer identificating because (a) I am exemple to back under that I am subject to back under that I am no longer subjudent alien).  Printed Title  Optional Direct Deporable Bank Routing Number (9-digital)  Old Routing Number (9-digital)  IBLE)	tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interest ject to backup withholding.  Telephone Number ( ) Date (mm/dd/yy)  Desit Information git ABA #)  Name on Bank Account  Id banking information required to change existing) It ABA #)  You must provide the previous banking information to make a change.					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified mits. I am a U.S. person (including a US restricted Name  Signature  Your Bank Account Number Checking Savings  THIS IS A: Checking Chec	correct taxpayer identificating because (a) I am exemple to back under that I am subject to back under that I am no longer subject alien).  Printed Title  Optional Direct Deposition of the providing Number (9-digitalism).  Gld Routing Number (9-digitalism)  IBLE)  Interest taxpayer identification who is the at http://bfm.sd.gov/vendigentalism.	tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interest ject to backup withholding.  Telephone Number ( ) Date (mm/dd/yy)  Desit Information git ABA #)  Name on Bank Account  Id banking information required to change existing) It ABA #)  You must provide the previous banking information to make a change.					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified material and the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified material and IRS has notifi	correct taxpayer identificating because (a) I am exemple to back une that I am no longer subjudent alien).  Printed Title  Optional Direct Depote Bank Routing Number (9-digitation)  Gld Routing Number (9-digitation)  IBLE)  Interest taxpayer identification who ite at http://bfm.sd.gov/vendigitation.	tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interest ject to backup withholding.  Telephone Number ( ) Date (mm/dd/yy)  Desit Information git ABA #)  Name on Bank Account  Id banking information required to change existing) It ABA #)  You must provide the previous banking information to make a change.					
	Certification Under penalties of perjury, I certify that:  1. The number shown on this form is my 2. I am not subject to back up withholdin the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified material and the Internal Revenue Service (IRS) the dividends, or (c) the IRS has notified material and IRS has notifi	correct taxpayer identificating because (a) I am exemple to back une that I am no longer subjudent alien).  Printed Title  Optional Direct Depote Bank Routing Number (9-digitation)  Gld Routing Number (9-digitation)  IBLE)  Interest taxpayer identification who ite at http://bfm.sd.gov/vendigitation.	tion number, AND pt from backup withholding, or (b) I have not been notified up withholding as a result of a failure to report all interest ject to backup withholding.  Telephone Number ( ) Date (mm/dd/yy)  Desit Information  git ABA #)  Name on Bank Account  Id banking information required to change existing)  It ABA #)  You must provide the previous banking information to make a change.  en a payment is issued. You will also receive a PIN for use weight.  We will NOT share your email address with anyone or use.					

06/27/2022 Opt #17

## PAYROLL POSTING LIST FOR PERIOD: 6

Page 1 06/27/2022@03:05:02 PM

7/2022			PAYROLL POSTING LIST FOR PERIOD:	6	Page 06/27/2022@0	1 03:05:02 PM
						143
Fund	Act	G/L#	Account Title	Debit	Credit	479,027.43
101	0	101.00	GENERAL FUND	.00	490,458.39	
101	Ū	101.00	Fund / Act Totals:	.00	490,458.39	
101	111		COMMISSIONERS WAGE & SALARY	9,870.45	.00	
101	111		COMMISS. EMPLOYER OASI	738.93	.00	
101	111		COMMSSIONERS SUPPLEMENTAL RET	30.00	.00	
101	111	415.20	COMMISS. EMPLOYER DENTAL INS.	138.91	.00	
			Fund / Act Totals:	10,778.29	.00	
101	141		AUDITORS WAGE & SALARY	18,064.68	.00	
101	141		AUDITORS EMPLOYER OASI	1,341.14	.00	
101	141		AUDITORS EMPLOYER RETIREMENT	1,083.87	.00	
101	141		AUDITORS SUPPLEMENTAL RETIRE	120.00	.00	
101	141		AUDITORS EMPLOYER HEALTH INS	2,526.18	.00	
101	141		AUDITORS EMPLOYER DENTAL INS	177.86	.00	
101	141	415.30	AUDITORS EMPLOYER OTHER INS.	33.00	.00	
			Fund / Act Totals:	23,346.73	.00	
101	142	411.00	TREASURER WAGE & SALARY	24,916.32	.00	
101	142	412.00	TREASURER EMPLOYER OASI	1,708.68	.00	
101	142	413.00	TREASURER EMPLOYER RETIREMENT	1,494.98	.00	
101	142	413.10	TREASURER SUPPLEMENTAL RETIRE	180.00	.00	
101	142	415.00	TREASURER EMPLOYER HEALTH INS.	5,473.40	.00	
101	142	415.20	TREASURER EMPLOYER DENTAL INS.	260.07	.00	
101	142	415.30	TREASURER EMPLOYER OTHER INS.	49.50	.00	
			Fund / Act Totals:	34,082.95	.00	
101	151	411.00	ST. ATTY. WAGE & SALARY	27,187.97	.00	
101	151	412.00	ST. ATTY. EMPLOYER OASI	1,978.51	.00	
101	151	413.00	ST. ATTY. EMPLOYER RETIREMENT	1,560.26	.00	
101	151	413.10	ST. ATTY. SUPPLEMENTAL RETIRE	60.00	.00	
101	151	415.00	ST. ATTY. EMPLOYER HEALTH INS	3,789.28	.00	
101	151	415.20	ST. ATTY. EMPLOYER DENTAL INS	143.22	.00	
101	151	415.30	ST. ATTY. EMPLOYER OTHER INS	33.00	.00	
			Fund / Act Totals:	34,752.24	.00	
101	161		GOVT BLDG WAGE & SALARY	14,002.52	.00	
101	161		GOVT BLDG EMPLOYER OASI	1,059.76	.00	
101	161		GOVT BLDG EMPLOYER RETIRE	840.15	.00	
101	161		GOVT BLDG SUPPLEMENTAL RETIRE	55.00	.00	
101	161		GOVT BLDG EMPLOYER HEALTH INS	2,736.70	.00	
101			GOVT BLDG EMPLOYER DENTAL INS	157.40	.00	
101	161	415.30	GOVT BLDG EMPLOYER OTHER INS Fund / Act Totals:	26.81 18,878.34	.00 .00	
101	162		DIR. EQUAL. WAGE & SALARY	35,144.52	.00	
101			DIR. EQUAL. EMPLOYER OASI	2,567.36	.00	
101	162		DIR. EQUAL. EMPLOYER RETIRE	2,108.67	.00	
101	162		DIR EQUAL SUPPLEMENTAL RETIRE	240.00	.00	
101			DIR. EQUAL EMPLOYER HEALTH INS	6,947.00	.00	
101			DIR. EQUAL EMPLOYER DENTAL INS	368.65	.00	
101	162	415.30	DIR. EQUAL EMPLOYER OTHER INS	63.12	.00	
			Fund / Act Totals:	47,439.32	.00	
101	163	411.00	REGISTER DEEDS WAGE & SALARY	19,244.40	.00	

Fund	Act	G/L#	Account Title	Debit	Credit	
101	163	412.00	REGISTER DEEDS EMPLOYER OASI	1,448.92	.00	
101	163		REG DEEDS EMPLOYER RETIREMENT	1,154.66	.00	
101	163		REG DEEDS SUPPLEMENTAL RETIRE	120.00	.00	
101	163		REG DEEDS EMPLOYER HEALTH INS	3,368.24	.00	
					.00	
101	163		REG DEEDS EMPLOYER DENTAL INS	186.48		
101	163	415.30	REG DEEDS EMPLOYER OTHER INS	33.00	.00	20
			Fund / Act Totals:	25,555.70		.00
101	165		VETERANS SERVICE WAGE & SALARY	9,640.31	.00	
101	165	412.00	VETERANS SVC EMPLOYER OASI	731.92	.00	
101	165	413.00	VETERANS SVC EMPLOYER RETIRE	549.04	.00	
101	165	413.10	VETERANS SVC SUPPLEMENTAL RET	30.00	.00	
101	165	415.00	VETERANS SVC EMPLOYER HEALTH	1,684.12	.00	
101	165		VETERANS SVC EMPLOYER DENTAL	82.21	.00	
101	165		VET SVC EMPLOYER OTHER INS	13.62		
101	100	410.00	Fund / Act Totals:	12,731.22	.00	00
			Fulla / Act lotals.	12,751.22		Less grant Coppoyee employee
101	211	411.00	SHERIFF WAGE & SALARY	66,602.80	.00	1000
101	211	412.00	SHERIFF EMPLOYER OASI	5,050.24	.00	rosse
101	211		SHERIFF EMPLOYER RETIREMENT	4,985.73	.00	1st hue
101	211		SHERIFF SUPPLEMENTAL RETIRE	250.00	.00	2010 103
101	211		SHERIFF EMPLOYER HEALTH INS	10,525.76	.00	en 1180
			SHERIFF EMPLOYER DENTAL INS	616.14	.00	10511
101	211				.00	
101	211	415.30	SHERIFF EMPLOYER OTHER INS	107.25	.00	
			Fund / Act Totals:	88,137.92	•	00
101	212	411.00	COUNTY JAIL WAGE & SALARY	100,098.13	.00	
101	212	412.00	COUNTY JAIL EMPLOYER OASI	7,552.17	.00	
101	212	413.00	COUNTY JAIL EMPLOYER RETIRE	6,676.17	.00	
101	212		JAIL SUPPLEMENTAL RETIREMENT	345.00	.00	
101	212		COUNTY JAIL EMPLOYER HEALTH	15,157.08	.00	
101	212		COUNTY JAIL EMPLOYER DENTAL	816.57	.00	
			COUNTY JAIL EMPLOYER OTHER INS	140.25	.00	
101	212				.00	
101	212	427.00	COUNTY JAIL TRAVEL & CONF	315.90		00
			Fund / Act Totals:	131,101.27		00
101	213		CORONER WAGE & SALARY	3,600.00	.00	
101	213	412.10	CORONER OASI	223.20	.00	
101	213	412.20	CORONER MEDICARE	52.20	.00	
			Fund / Act Totals:	3,875.40		00
101	411	411.00	CARE OF POOR WAGE & SALARY	11,388.30	.00	Less Heath Compermolores works employees grant employees 4919.13
101	411		CARE OF POOR EMPLOYER OASI	848.55	.00	1-es Lech
101	411		CARE OF POOR EMPLOYER OASI	.86	.00	1 1 100
				.20	.00	( OM) & ( 1000)
101	411		CARE OF POOR EMPLOYER MEDICARE		.00	Larvent
101	411		CARE OF POOR EMPLOYER RETIRE	684.15	.00	WO NY
101	411		CARE OF POOR SUPPLEMENTAL RET	30.00	.00	ava 13
101	411	1. COSTOCIO	CARE OF POOR EMPLOYER HEALTH	2,315.66	.00	7 1019.1
101	411		CARE OF POOR EMPLOYER DENTAL	138.17	.00	491
101	411	415.30	CARE OF POOR EMPLOYER OTHER IN	22.69	.00	1
101	411	427.00	CARE OF POOR TRAVEL	160.25	.00	
(087/6008)			Fund / Act Totals:	15,588.83	, .	00
242-020	V.S. 6.20	02000 SARSON				
101	421		COUNTY NURSE WAGE & SALARY	3,868.02	.00	
101	421	412.00	CO NURSE EMPLOYER OASI	289.32	.00	

Fund	Act	G/L#	Account Title	Debit	Credit
101	421	413 00	CO NURSE EMPLOYER RETIRE	232.08	.00
101	421		CO. NURSE SUPPLEMENTAL RETIRE	25.00	.00
101	421		CO NURSE EMPLOYER HEALTH INS	842.06	.00
101	421		CO NURSE EMPLOYER DENTAL INS	43.26	.00
101	421		CO NURSE EMPLOYER OTHER INS	5.37	.00
101	421	413.30	Fund / Act Totals:	5,305.11	.00
			Fund / Act Totals:		.00
101	522		CO. PARK WAGE & SALARY	8,851.79	.00
101	522	412.00	CO. PARK EMPLOYER OASI	677.15	.00
			Fund / Act Totals:	9,528.94	.00
101	523	411.00	AG BLDG WAGE & SALARY	7,560.30	.00
101	523		AG BUILDING EMPLOYER OASI	464.21	.00
101	523		AG BUILDING EMPLOYER MEDICARE	108.56	.00
101	523		AG BUILDING EMPLOYER RETIRE	453.62	.00
101	523		AG. BLDG. SUPPLEMENTAL RETIRE	30.00	.00
101	523		AG BUILDING EMPLOYER HEALTH	1,684.12	.00
101	523		AG BUILDING EMPLOYER DENTAL	82.21	.00
101	523		AG BUILDING EMP. OTHER INS.	16.50	.00
101	525	415.50	Fund / Act Totals:	10,399.52	.00
101	611	<i>4</i> 11 00	EXTENSION WAGE & SALARY	7,816.08	.00
101	611		EXTENSION EMPLOYER OASI	585.91	.00
101	611		EXTENSION EMPLOYER RETIRE	468.97	.00
101	611		EXTENSION SUPPLEMENTAL RETIRE	55.00	.00
101	611		EXTENSION SOFFLEMENTAL RETIRE	1,684.12	.00
101			EXTENSION EMPLOYER DENTAL INS	99.96	.00
	611			16.50	.00
101	611	415.30	EXTENSION EMPLOYER OTHER INS		.00
			Fund / Act Totals:	10,726.54	.00
101	615	411.00	WEED CONTROL WAGE & SALARY	6,228.50	.00
101	615	412.00	WEED CONTROL EMPLOYER OASI	476.48	.00
101	615	413.00	WEED CONTROL EMPLOYER RETIRE	189.90	.00
101	615	415.00	WEED CONTROL EMPLOYER HEALTH	842.06	.00
101	615	415.20	WEED CONTROL EMPLOYER DENTAL	43.26	.00
101	615	415.30	WEED CONTROL EMP. OTHER INS.	8.25	.00
			Fund / Act Totals:	7,788.45	.00
101	711	411.00	PLANNING BD. WAGE & SALARY	345.00	.00
101	711	412.00	PLANNING BD. EMPLOYER OASI	26.41	.00
101	711	413.00	PLANNING BD. EMPLOYER RETIRE.	2.70	.00
101	711	427.00	PLANNING BD. TRAVEL	67.51	.00
			Fund / Act Totals:	441.62	.00
204	0	101.00	ROAD & BRIDGE FUND	.00	105,207.09
			Fund / Act Totals:	.00	105,207.09
204	311	411.00	ROAD & BRIDGE WAGE & SALARY	78,769.71	.00
204	311	412.10	ROAD & BRIDGE EMPLOYER OASI	4,708.84	.00
204	311	412.20	ROAD & BRIDGE EMPLYR MEDICARE	1,101.26	.00
204	311		ROAD & BRIDGE EMPLOYER RETIRE	4,655.22	.00
204	311		ROAD & BRIDGE SUPPLEMENTAL RET	355.00	.00
204	311		ROAD & BRIDGE EMPLOYER HEATLH	14,736.06	.00
204	311		ROAD & BRIDGE EMPLOYER DENTAL	740.75	.00
204	311		ROAD & BRIDGE EMP. OTHER INS	140.25	.00
204	011	110.00	THE CONTROL EITH OF THE THE		.55

Fund	Act	G/L#	Account Title	Debit	Credit	
			Fund / Act Totals:	105,207.09	.00	
226	0	101.00	EMERGENCY MANAGEMENT FUND	.00	12,048.12	1
			Fund / Act Totals:	.00	12,048.12	50 llowe
226	222	411 00	EMG.MANAG. WAGE & SALARY	9,564.64	.00	1 low
226	222		EMG. MGMT. EMPLOYER OASI	584.44	.00	50
226	222	72 0 0000 0000	EMG. MGMT. EMPLOYER MEDICARE	136.68	.00	
226	222		EMG.MANAG. EMPLOYER RETIRE	549.88	.00	
226	222		EMG MGMT SUPPLEMENTAL RETIRE	30.00	.00	
226	222		EMG.MANAG. EMPLOYER HEALTH	1,052.58	.00	
226	222		EMG.MANAG. EMPLOYER DENTAL	113.40	.00	
226	222		EMG.MANAG. EMPLOYER OTHER INS	16.50	.00	
	3.000 PER SEE		Fund / Act Totals:	12,048.12	.00	
228	0	101.00	VICTIM CRIME SERVICE FUND	.00	7,430.65	
220	Ü	101.00	Fund / Act Totals:	.00	7,430.65	
228	151	411.00	CRIME VICTIM SVC WAGE/SALARY	5,728.08	.00	
228	151		CRIME VICTIM 6VC WAGE/GALAKT	355.15	.00	
228	151		CRIME VICTIM EMPLOYER MEDICARE	83.05	.00	
228	151		CRIME VICT SVC RETIREMENT	343.68	.00	
228	151		CRIME VICTIM SUPPLE. RETIRE.	30.00	.00	
228	151		CRIME VICT SVC EMPLOYER HEALTH	842.06	.00	
228	151	100000000000000000000000000000000000000	CRIME VICT SVC EMPLOYER DENTAL	43.26	.00	
228	151		CR VICT SVC EMPLOYER OTHER INS	5.37	.00	
220	101	413.30	Fund / Act Totals:	7,430.65	.00	
231	0	101.00	W.I.C. FUND	.00	5,109.09	1
231	U	101.00	Fund / Act Totals:	.00	5,109.09	1 wed
231	426	411.00	WIC WAGE & SALARY	3,593.10	.00	sclloned
231	426		WIC EMPLOYER OASI	182.87	.00	3
231	426		WIC EMPLOYER RETIREMENT	215.59	.00	
		Mercenbishove	WIC EMPLOYER HEALTH	1,052.58	.00	
231	426			56.70	.00	
231	426		WIC EMPLOYER DENTAL	8.25	.00	
231	426	415.30	WIC EMPLOYER OTHER INS. Fund / Act Totals:	5,109.09	.00	
			Fully Act Totals.	5,105.05	.00	

TOTALS:

620,253.34

620,253.34

# **FIREWORKS SHOW PERMIT**

dill

Name of Applicant:	Jeff Bendix				
Address: 3121 N	lorth Serenity Drive	Phone #:			
,					
1.00 D	Pyrotechnician Firing the Show:				
Name: Jeff Be	North Serenity Drive				
		?ho	ne #:		
Drivers License or Soc	al Security #:		<del></del>		
Fireworks Show Date:	07/09/2022 Time: 10:3	O Duration: 15	5 Minutes		
Description of Event:	Annual Event				
Location of Show:	3121 North Serenity Drive				
	(In compliance with NFPA1123, Chapter !	on Display Site Select	ion, attach an aerial/satellite map with		
	shown distances required.)				
Type of Fireworks:	<b>I.4G Consumer Fireworks Dischar</b>	ge (Regulated by NF	PA1124)		
	☐ 1.3G Display Fireworks Display (Re	gulated by NFPA11	23)		
	(if 1.3G Display attach copy of ATF Licens	e or ATF Employee Pos	sessor Letter of Clearance.)		
P <sup>1</sup> 0 4 11 01 200	(For all shows attach list of fireworks that	will be used.)			
	Private Show				
(If a Public Show attach In	surance Certificate for the Event to this ap	plication. Permits shal	l require applicants to offer proof of a valid liability		
insulative policy of at leas	t one million dollars (\$1,000,000.00) nami be in full force and effect for the entire per	ng the City of Waterton	wn and/or Codington County as an additional		
•	or my my or a comment of the crime per	ioa oj tius permit.j			
l affirm and warrant th	at the above information is true and (	orrect and that I am	n knowledgeable and will comply with		
the appropriate standa	rds of NFPA1124 or NFPA1123, which	ever applies to this	event.		
Dated this 01 day o	of_June .20 22				
	, <u> </u>	2	>		
Jeff Bendix		No 7	•		
Applicant Name Printed	Applican	t Signature			
The chave edden a tour	me a librarama		\		
me above address is wi Denartment has review	thin the <u>WAT RETOWN</u> Fire Deed this permit application and hereby	partment's Fire Dist	rict. The WATERTOWN Fire		
	purchas permit application and nereby	recommends it's is:	suance.		
$\mathcal{N}$					
Fire Chief	<del>                                     </del>				
	`				
	on by the Codington County Board of	Pursuant to autho	orization by the Watertown City Council, i		
	Chairman, sue this Permit to Discharge /	At ava	Mack Chairman, hereby authorize		
Display fireworks in Cod	ington County, by the person or	the Watertown C	mit to Discharge / Display fireworks inside		
entity named above at t	he time and manner described	above at the time	ity Limits, by the person or entity named and manner described herein.		
herein. Dated:		Dated: 6/29	1/22		
D		1/10	la Atante		
By: Chairman - Codington Co		By:	CHEMOR IVENER		
Chairman - Coungton Co	Junty Commissioners	Chairman - Water	town City Council		

(NOTE: In accordance with the local fire department, standby personnel and equipment may be required based on potential fire conditions and weather conditions both prior to and on the day of Display / Discharge. Should standby be deemed necessary, cost associated with standby will be billed to, and shall be paid by, the permittee. We reserve the the right to cancel permits based on fire potential, and given determining factors such as atmospheric and foliage conditions.)

PERSONNEL TRAI	NSACTI(	ON - NEW HIRE/CI	HANGE OF STATUS			
EMPLOYEE NAME			DATE			
Cindy Brugman			6/28/2022			
Cina Diagnan						
EFFECTIVE DATE	PO	SITION TITLE	DEPARTMENT			
7/1/2022		Auditor	Auditor			
CURRENT STEP		NEW STEP				
Grade 65E/Step 4		Grade 65E/Step 5				
CURRENT PAY RATE		NEW PAY RATE				
37.87/6589.38		38.82/6,754.68				
REASONS FOR CHANGE						
anniversary step inc	rease					
			THE RESIDENCE OF THE PARTY OF T			
EMPLOYEE SIGNATURE	^					
	(V	of Brug				
DEPARTMENT HEAD SIGNATURE_		noy Drug	ma			
DATE 6-28-2022						

COUNTY COMMISSIONERS\_\_\_\_\_

DATE\_\_\_\_\_

PERSONNEL TRAN	NSACTI(	ON - NEW HIRE/CI	HANGE OF STATUS
EMPLOYEE NAME Jodi Pearson			DATE 6/28/2022
EFFECTIVE DATE 7/1/2022	POSITION TITLE Payroll Specialist		DEPARTMENT Auditor
CURRENT STEP Grade 35/Step 3	NEW STEP Grade 35/Step 4		
CURRENT PAY RATE 23.76/4,134.24		NEW PAY RATE 24.36/4,238.64	
REASONS FOR CHANGE  anniversary step income	rease		
EMPLOYEE SIGNATURE  DEPARTMENT HEAD SIGNATURE  6-29-202  DATE	di Cm	Roarson Ly Brug	ma

DATE\_\_\_\_

COUNTY COMMISSIONERS

PERSONNEL TRAI	NSACTION - NEW HIRE/CH	HANGE OF STATUS
EMPLOYEE NAME		DATE
Debra Melville		6/28/2022
Deora Wervine		0/28/2022
EFFECTIVE DATE	POSITION TITLE	DEPARTMENT
7/1/2022	Financial Asst.	Auditor
,,,,, <b></b>	1 1110110101 1 1550	raditor
CURRENT STEP	NEW STEP	
Grade 25/step 5	Grade 25/step 6	
CURRENT PAY RATE	NEW PAY RATE	
21.62/3,761.88	22	.16/3,855.84
REASONS FOR CHANGE  ANNIVERSARY STEP INC	CREASE	
EMPLOYEE SIGNATURE DUS  DEPARTMENT HEAD SIGNATURE  DATE 6-29-2  COUNTY COMMISSIONERS	Condy Brug	ma

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS						
EMPLOYEE NAME			DATE			
Alissa Harte			6/28/2022			
EFFECTIVE DATE	PO	SITION TITLE	DEPARTMENT			
7/1/2021	ADMIN	IISTRATIVE ASST.	AUDITOR			
CURRENT STEP		NEW STEP				
Grade 25/step 3		Grade 25/Step 4				
CURRENT PAY RATE		NEW PAY RATE				
20.57/3,579.18		21.09/3,669.66				
REASONS FOR CHANGE						
Anniversary step increase						
DEPARTMENT HEAD SIGNATURE My Buyma						
DEPARTMENT HEAD SIGNATURE My Lymana						
DATE 6-30-2022						

COUNTY COMMISSIONERS\_\_\_\_\_

DATE\_\_\_\_\_

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS					
EMPLOYEE NAME			DATE		
ANN RASMUSSEN			6/28/2022		
			600 0000 3 5000 00 000 00 000 00 00000000		
EFFECTIVE DATE	POSITI	ON TITLE	DEPARTMENT		
7/1/2022		REG OF DEEDS	REG OF DEEDS		
			THE OF BEEDO		
CURRENT STEP		NEW STEP			
3		4			
CURRENT PAY RATE		NEW PAY RATE			
\$36.95/\$6,429.30		\$37.87/\$6,589.38	CB		
REASONS FOR CHANGE					
ANNIVERSARY STEP INCREASE					
EMPLOYEE SIGNATURE ANN RUSSEA					
$A = \Omega_{\alpha} = \Omega_{\alpha}$					
DEPARTMENT HEAD SIGNATURE AMUSSIA					
DATE 6/28/2022					
COUNTY COMMISSIONERS					

DATE\_\_\_\_

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS					
EMPLOYEE NAME			DATE		
MARY FRANSEN			6/28/2022		
EFFECTIVE DATE	POSITI	ON TITLE	DEPARTMENT		
7/1/2022	ADMINIS	STRATIVE	REG OF DEEDS		
		SPECIALIST			
CURRENT STEP		NEW STEP			
11		12			
CURRENT PAY RATE		NEW PAY RATE	0		
\$26.32/\$4,579.68		\$26.98/\$4,694.52	CIS		
REASONS FOR CHANGE					
ANNIVERSARY STEP INCREASE					
EMPLOYEE SIGNATURE MOU Franse					
DEPARTMENT HEAD SIGNATURE ANN RASMUSSIA					
DATE 6/28/2022					

DATE\_\_\_\_

COUNTY COMMISSIONERS\_\_\_\_\_

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS					
EMPLOYEE NAME			DATE		
JILL SCHWEITZER	JILL SCHWEITZER				
EFFECTIVE DATE	POSITI	ON TITLE	DEPARTMENT		
7/1/2022	ADMINIS	STRATIVE	REG OF DEEDS		
		SPECIALIST	and a first state of the state		
CURRENT STEP		NEW STEP			
3		4			
CURRENT PAY RATE		NEW PAY RATE	0		
\$21.60/\$3,758.40		\$22.14/\$3,852.36	c/S		
REASONS FOR CHANGE					
ANNIVERSARY STEP INCREASE					
EMPLOYEE SIGNATURE JUN CRIWA					
DEPARTMENT HEAD SIGNATURE ANN PASMUSSEN					
DATE 6/28/2022					
COUNTY COMMISSIONERS					

DATE\_\_\_\_\_

PERSONNEL TRANSACT	ΓΙΟΝ - N	IEW HIRE/CHAN	IGE OF STATUS		
EMPLOYEE NAME			DATE		
JACKI MANNING			6/28/2022		
OACKI WARING			0/20/2022		
EFFECTIVE DATE	DOCITI	ON TITLE	DEDARTMENT		
	PO5111	ON TITLE	DEPARTMENT		
7/1/2022		DEPUTY	REG OF DEEDS		
CURRENT STEP		NEW STEP			
2		3			
_					
CURRENT PAY RATE		NEW PAY RATE	=		
\$25.73/4,477.02		\$26.38/\$4,590.12	4		
REASONS FOR CHANGE					
REASONS FOR CHANGE	-				
ANNIVERSARY STEP INCREASE					
EMPLOYEE SIGNATURE THE WAY WORK					
DEPARTMENT HEAD SIGNATURE ANNEASULESCA					
DATE_ 6/28/3022					
COUNTY COMMISSIONERS					
DATE					

DEDGO DEL CO	170 1 0000		
PERSONNEL TRA	NSACT)	ION - NEW HIRE/CH	HANGE OF STATUS
EMPLOYEE NAME			DATE
Todd Rose			6/29/2022
EFFECTIVE DATE	PC	SITION TITLE	DEPARTMENT
1-Jul-22	Veter	an Service Officer	Veterans Service Office
CURRENT STEP	57- um 11-24-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-	NEW STEP	
Q55 1		655	2
CURRENT PAY RATE		NEW PAY RATE	
\$5,298.30	.45	8	\$5,430.54
REASONS FOR CHANGE			
Yearly step increase			
EMPLOYEE SIGNATURE	00	Deal	
DEPARTMENT HEAD SIGNATURE	202	22 Rose	)
DATE	29	ナレルス	2
COUNTY COMMISSIONERS			

DATE\_\_\_\_

777.0017.77			
PERSONNEL TRA	NSACT)	ION - NEW HIRE/C	HANGE OF STATUS
EMPLOYEE NAME			DATE
Peggy Raml			6/29/2022
EFFECTIVE DATE	POSITION TITLE		DEPARTMENT
1-Jul-22		Admin. Spec.	Veterans Service Office
CURRENT STEP		NEW STEP	
630 4		630	5
CURRENT PAY RATE		NEW PAY RATE	
\$3,852.36		\$3,949.80	
REASONS FOR CHANGE			
Yearly step increase	in accor	dance with a positive	e iob evaluation
		Ţ	To a management
			7
	k 2		
EMPLOYEE SIGNATURE	121 nam	ul_	
	10	De al	0
DEPARTMENT HEAD SIGNATURE	NOO.	CX XX (187	
рате 29	JU	on 22	
COUNTY COMMISSIONERS			
DATE			