#### **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, November 04, 2025

- 1. Pledge of Allegiance
- 2. Call for public comments. 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 November 04, 2025, agenda
- 5. Action to approve October 28, 2025, minutes of the Board of Codington County Commissioners
- 6. Chris Clifton, Executive Director, Watertown Development Co., and Steve Lehner, Chair Watertown Development Company Board Chair, to present WDC annual report
- 7. Action to allocate Juvenile Justice Reinvestment Initiative funds to the Watertown Boys and Girls Club
- 8. Monthly Reports
  - a. 4-H Educator
  - b. Veterans Service
- 9. Discussion/possible action to authorize Chair to sign Helpline Center contract
- 10. Action to approve the renewal of County liquor license applications
  - a. Country Road Barn
  - b. Dakota Sioux Casino
  - c. Joy Ranch of South Dakota
  - d. Rooster Sports Bar
  - e. Southfork Lounge
- 11. Update of previously approved US Imaging project for Register of Deeds office
- 12. Action to authorize the Auditor's office to process necessary claims for payment on November 12th, 2025
- 13. Note office closures, Tuesday, November 11th, 2025, Veterans Day
- 14. Note change of date for Dart Tournament at Codington County Extension Complex Dec. 12th & 13th
- 15. Action to approve abatement applications
- 16. Action to approve claims for payment
- 17. Action to approve automatic budget supplements State's Attorney Office JJRI funds \$219,000.00
- 18. Action to approve personnel changes
- 19. Action to approve travel requests
- 20. Public Notices a possible quorum of Commissioners could be in attendance at:
  - a. Lincoln Day Dinner, November 7th, 2025, 2nd Street Station, 5:30 p.m. social, 6:30 p.m. dinner
  - b. Sioux Valley Commissioners Association meeting, November 12th, 2025, 12:00 noon, Madison
  - c. Farm Business Banquet, November 20th, 2025, Watertown Event Center, 6:00 p.m.
- 21. Old Business

#### 22. New Business

### 23. Open

- a. Public Comments
- b. Commission Comments
- 24. Action to enter into Executive session pursuant to SDCL 1-25-2
  - (1) Discussion of personnel issues (SDCL 1-25-2(1))
  - (2) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters (SDCL 1-25-2(3))
  - (3) Preparing for contract negotiations or negotiating with employees or employee representatives (SDCL 1-25 2(4))
  - (4) Discussion of pricing or marketing strategies when public disclosure may harm the competitive position of the county owned business (SDCL 1-25-2(5))
  - (5) Discussion of information pertaining to the protection of public or private property (SDCL 1-25-2(6))
- 25. Action to adjourn upon completion of agenda items

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

October 28, 2025

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, October 28, 2025, at the Codington County Court House. Commission members present were Lee Gabel, Tyler McElhany (via Zoom), Myron Johnson, Randall Schweer; and Troy VanDusen; Chair VanDusen, presiding. The pledge of allegiance was led by Highway Supt., Randy Falvey.

### CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair VanDusen 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 Schweer, second by Gabel, to approve the agenda for October 28, 2025, as posted; all voted aye; motion carried.

### **MINUTES APPROVED**

Motion by Johnson, second by McElhany, to approve the minutes of October 21, 2025; all voted aye; motion carried.

### **2025 BRIDGE INSPECTION OVERVIEW**

Mark Junker, P.E., and Josh Olson, Banner Associates, Inc., met with the Board to review the 2025 Bridge Inspection report. Mr. Junker and Mr. Olson, noted the bridges discussed in this overview, in Codington County, are 20' or longer and federal requirements mandate that these bridges be inspected every 2 years at minimum. The SDDOT pays 80% of inspection costs and the County pays 20%. Codington County currently has 42 bridges on the inspection list. 10 bridges currently have weight limitations. Mr. Junker also reviewed recommendations for several other bridges, and which information has been provided to Highway Supt., Randy Falvey.

# <u>PUBLIC HEARING AND APPROVE RESOLUTION 2025-16 VACATING A PORTION OF RIGHT-OF-WAY IN POLZE SUBDIVISION</u>

Motion by Johnson, second by Gabel, to approve Resolution 2025-16 to approve vacating a portion of right-of-way in Polze Subdivision, Planning and Zoning Officer, Luke Muller, explained to the Board that the petitioners Suzanne Kay Brook, David E. Carlson, and Benedictine Sisters of the Mother of God Monastery, to have Codington County vacate the public access and public road lying between Lots 3 and 4, and Lot 13 of the Plat of Lots 1 through 13 of Polze Subdivision in Government Lot 4, Section 17-T116N-R53, West of the 5th P.M., Codington County, South Dakota. Chair VanDusen opened the public hearing at this time. No comments were offered by persons present for this hearing. Chair VanDusen closed the hearing at this time; all voted aye; motion carried.

### **RESOLUTION 2025-16**

### A RESOLUTION TO APPROVE THE VACATION OF A PUBLIC RIGHT-OF-WAY

WHEREAS, a Petition for the Vacation of Right-of-Way has been presented to the Codington County Board of Commissioners. Said right of way petitioned for vacation is described as:

Codington County, 28 October 2025

Right-of-way located between Lots 3 and 4, and Lot 13 of the Plat of Lots 1 through 13 of Polze Subdivision in Government Lot 4 of Section 17, Township 116 North, Range 53 West of the 5th P. M., Codington County, South Dakota

And is displayed on "Exhibit Drawing" attached hereto and hereby incorporated by reference.

WHEREAS, Barbara Younger on behalf of Benedictine Sisters of Mother of God Monastery, David Carlson, and Suzanne Brook have signed the Petition for Vacation of Right-of-Way indicating that they have reviewed the Petition and consent to the vacation of the right-of-way described in the Petition.

WHEREAS, The owner of Lots 4 and 13 of the Plat of Lots 1 through 13 of Polze Subdivision agrees to dedicate a private easement for the purpose of ingress/egress to Lots 2 and 3 of the Plat of Lots 1 through 13 of Polze Subdivision in Government Lot 4 of Section 17, Township 116 North, Range 53 West of the 5th P. M., Codington County, South Dakota.

WHEREAS, pursuant to public notice, hearing was held before the Board of County Commissioners on October 28, 2025 at 9:00 a.m., at which time the Petition for vacation was submitted for examination and no protest having been made, motion was made and seconded that the following Resolution be adopted:

**BE IT RESOLVED** that the portion of West Pelican Drive right-of-way described above shall be and is hereby vacated, and the County Auditor is hereby authorized and directed to certify this Resolution as a matter of record.

Dated at Watertown, South Dakota this 28th day of October, 2025.

The above and foregoing Resolution was moved for adoption by Commissioner Johnson, seconded by Commissioner Gabel, and upon roll call, all voted aye; thereupon the Chairman declared the same to be duly passed and adopted.

Troy VanDusen, Chairperson

Attest:

Brenda Hanten, Auditor

### PLAT RESOLUTION APPROVED

Zoning Officer, Luke Muller, reviewed and presented the Board with the Plat of Polze Subdivision Lot 15 for their approval. The Board took the following action:

#### **RESOLUTION 2025-17**

A Resolution to approve the plating of Polze Subdivision Lot 15 in the County of Codington, South Dakota

BE IT RESOLVED by the County Commissioners of Codington County, South Dakota, as follows:

That an examination has been made of the plat entitled:

Codington County, 28 October 2025

Polze Subdivision Lot 15 located in Government Lot 4 of Section 17, Township 116 North, Range 53 West of the 5<sup>th</sup> P.M., Codington County, South Dakota. (Pelican Township), and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

NOW, THEREFORE, said plat is hereby approved and the County Auditor of Codington County, South Dakota, is hereby authorized to endorse on the said plat a copy of the Resolution and to certify to the same thereon.

The above and foregoing resolution was moved for adoption by Commissioner Johnson, and second by Commissioner Schweer; all voted aye; whereupon the Chair of the Board of County Commissioners declared the same to be duly passed and adopted.

Dated this 28th day of October 2025, at Watertown, Codington County, South Dakota

#### Troy VanDusen

Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA

§

#### COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2025-17, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 28th day of October 2025, at Watertown, Codington County, South Dakota.

### Brenda Hanten

County Auditor, Codington County, South Dakota

### **MONTHLY REPORTS**

Emergency Management Director, Andrew Delgado, updated the Board: closed out end of year with LEMPG; LARK was able to conduct their simulated emergency test; Prairie Lakes reached out and said they had some cots from COVID from the Dept. of Health which they don't have any use for them any longer and asked if Emergency Management Office would have any use for them which will distribute to some of the communities in the Codington County and some to Clark County which did received approval from Dept. of Health to do so; reported on the 2025-2026 winter outlook.

### PURCHASE TWO COLD WATER IMMERSION SUITS FOR SEARCH AND RESCUE

Motion by Johnson, second by Gabel, to approve two cold water immersion suits for Search and Rescue, in the amount of up to \$2500.00 for both suits; Emergency Manager, Andrew Delgado, informed the Board that a couple of the cold water immersion suits have leaks in them which happens over time and the suits that have leaks will be phased out, there is \$25,000 in the supply Search and Rescue supply budget; all voted aye; motion carried.

### PURCHASE PRESSURE WASHER FOR HIGHWAY DEPARTMENT

Motion by Johnson, second by Gabel, to approve quote for pressure washer for Highway Department, in the amount of \$5,790.00, from Proline Inc., Highway Dept., Randy Falvey, presented the Board with two

quotes, from Proline Inc., one quote was for parts to fix the current pressure washer in the amount of \$1,854.00 and a quote to purchase a new pressure washer in the amount of \$6,840.00 with a trade-in amount of \$1,050.00 for the current pressure washer, due to the age of the current pressure washer and the amount of time that it gets used Highway Supt., Randy Falvey recommended purchasing the new pressure washer in the amount of \$5,790.00; all voted aye; motion carried.

### SURPLUS OFFICE EQUIPMENT

Motion by Gabel, second by Schweer, to declare the following office equipment, in the Treasurer's Office, surplus to be destroyed: Laser Jet Pro M402n printer SN: PHBHJ94260; all voted aye; motion carried.

### **MS365 RENEWAL**

Motion by Gabel, second by Schweer, to approve changing the annual renewal of MS365 in the amount of \$12,246.00 to a monthly renewal in the amount of \$1,238.40, Auditor, Brenda Hanten, informed the Board that due to the County utilizing SecureSD to change to .gov emails for more security which the State will fund for as long as funding is available and then the County will be responsible for the MS365 renewals after that, if the County don't change to a monthly renewal the County won't be refunded the amount that would be left for the annual renewal amount when the switch to .gov emails take place; all voted aye; motion carried.

### COMPUTER PURCHASE FOR AUDITOR'S OFFICE

Motion by Gabel, second by Johnson, to approve purchase of one HP EliteOne 870 G9 All-in-One Computer for the Auditor's Office, in the amount of \$2,128.85, from Twotrees Technologies, as requested by Auditor, Brenda Hanten; all voted aye; motion carried.

#### OCTOBER SALARY CLAIMS

Motion by Gabel, second by Schweer, to approve for payment the following October salary claims; all voted aye; motion carried.

Commissioners: 12,182.69 total salaries. Auditor: 22,476.49 total salaries. Co. Treasurer: 46,751.97 total salaries. States Attorney: 57,971.58 total salaries. Gov. Buildings: 22,090.62 total salaries. Dir. Equalization: 59,736.07 total salaries. Reg. of Deeds: 32,059.10 total salaries. Veterans Service: 12,738.27 total salaries. Sheriff: 137,536.16 total salaries. Jail: 165,819.23 total salaries. Coroner: 6,889.60 total salaries. Welfare: 34,950.91 total salaries. CO. Nurse: 6,206.28 total salaries. Park: 9,107.63 total salaries Ag. Bldg.: 12,745.24 total salaries. Co. Extension: 13,846.01 total salaries. Weed: 5,928.99 total salaries. Planning Board: 556.56 total salaries. Road & Bridge: 112,206.77 total salaries. Emergency Management: 15,839.89 total salaries. Crime Victim: 8,870.95 total salaries. W.I.C.: 5,745.75 total salaries. 24/7: 7,514.78 total salaries Total 809,771.54

Breakdown of withholding amounts which are included in the above:

S.D. Retirement 77,134.80; VSP 946.39 eye insurance; S.D. Supplemental Retire. 5,275.00 suppl. retire.; Sanford 104,829.74; Reliance Standard Life Insurance 1228.67 life ins.; Delta Dental 7,829.90 ins.; Codington County 8,025.13 employee HSA contribution; AFSCME Council 65 364.42 employee union dues; AFLAC 4,048.68 ins.; VSP 404.94 eye insurance; John Hancock 3,440.00 suppl. retire.; AFLAC 1,723.58 ins.; Sioux Valley Credit Union 22,263.42 employee payments; John Hancock Roth 400.00 suppl. retire.; SDRS Supplemental Retirement 4,670.00 Roth retirement; Teamsters Local Union 120 438.00 employee union due; Codington County Deputy Sheriff's Association 150.00 employee union dues; ReliaBank Dakota 54,920.16 federal withholding; ReliaBank Dakota 73,918.68 social security; ReliaBank Dakota 17,287.50 Medicare; United Way 60.00 employee contributions; Health Equity 8,025.13 employee HSA contribution.

### CLAIMS

Motion by Johnson, second by Gabel, to approve for payment the following list of claims; all voted aye; motion carried. SDPAA - \$1,011.42 and Thomson Reuters-West - \$347.96.

Motion by Johnson, second by Gabel, to approve a claim in the amount of \$38,895.93, payable to the City of Watertown for August 2025, 911 surcharge collections, Gabel, Johnson, McElhany and Schweer, voted aye; VanDusen was recused; motion carried.

### **OLD BUSINESS**

Commissioner Gabel updated the Board that they are still working on forms for the walls, footings for exterior and walls are being poured and also attended a meeting coordinated by Community Service Office Director, Sara Foust and Substance Use and Justice Programs Coordinator, Angie Collignon, to organize a County/City partnership to coordinate a community wide effort to use the opioid funds.

### TRAVEL REQUESTS

Motion by Gabel, second by Schweer, to approve the following travel requests: Government Buildings staff to attend conference and Emergency Management staff to attend conference; all voted aye; motion carried.

### ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Schweer, to adjourn at 10:04 a.m., all voted aye; motion carried.

ATTEST:	
Brenda Hanten Codington County Auditor	
Codington County does not discriminate on the basis of color, national origin, sex, religional disability in employment or the provision of service.  Published once at the total approximate cost of \$	on, age, or



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

# ARTICLE 1 PURPOSE

The Helpline Center Network of Care is a cloud-based Client data-sharing ecosystem administered by Helpline Center. The Helpline Center Network of Care serves as a collaborative software infrastructure that electronically links human service agencies through shared and protected Client information with the goal of better serving Clients, reducing duplication of efforts and services, decreasing gaps in access to services, and delivering more holistic person-centered care. Furthermore, the Helpline Center Network of Care provides access to resource and referral information used to quickly assist people in finding basic needs (housing, food, and clothing), physical and mental healthcare, substance abuse treatment, and other human needs.

Ultimately, when used correctly and faithfully by all involved parties, the Helpline Center Network of Care is designed to benefit multiple stakeholders, including the community, human service agencies and the consumer of human services, through a more effective and efficient system.

### ARTICLE 2 TERM

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

This MOU may be modified or amended by written agreement executed by both parties.

By entering into this MOU, the Partner Agency agrees to follow all terms and conditions as set forth in the Helpline Center Network of Care System Manual (<u>linked here</u>), which are subject to change upon notice to the Partner Agency. Use of the Helpline Center Network of Care constitutes acceptance of these terms and conditions.



# ARTICLE 3 DEFINITIONS

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

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

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

Section 3.3 Helpline Center Network of Care Connects data from secure web-based applications or external data-sets from health and human service agencies to create a merged and shared Client record of integrated data to support whole person care for the individuals served by Partner Agencies. The Helpline Center Network of Care will serve as a data-sharing hub reducing duplication of efforts among various health and human service agencies and decreasing gaps in access to services for Clients.

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

Section 3.5 Transition to Success The Helpline Center Network of Care utilizes a collective impact model called Transition to Success (TTS) which integrates standards of care and analytics to treat the condition of poverty—a condition brought on by negative exposures to the social determinants of health. Some Partner Agencies have adopted and trained staff to become Certified Coaches in the TTS model. The Helpline Center Network of Care offers TTS tools including the Life Area Survey to assess social determinants of health, Map of My Dreams care plan, and other standard of care elements that are visible to all Partner Agencies to help facilitate more comprehensive proactive community care for Clients (see Exhibit B).

# ARTICLE 4 MEETINGS

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

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



# ARTICLE 5 ADHERENCE TO THE HCNC SYSTEM MANUAL

Each Partner Agency agrees to adhere to the most current version of the Helpline Center Network of Care <a href="System Manual">System Manual</a> which provides a single set of business practices around use of the Helpline Center Network of Care and data usage. This document outlines all aspects of the Helpline Center Network of Care: user roles, training, technical support, data quality requirements, privacy, security, participation, compliance, and termination. Partner Agencies should familiarize themselves with this document and implement strategies that will ensure adherence and compliance with the System Manual directives.

### ARTICLE 6 CONFIDENTIALITY

1. The Partner Agency will not divulge any confidential information received from the Helpline Center Network of Care System to any organization or individual without proper written consent by the Client unless otherwise permitted by relevant regulations or laws or is a response to a request from law enforcement in the interest of safety.

2. Secondary disclosure of Client information is prohibited. Each Partner Agency must garner Client consent prior to

disclosure and may not disclose information entered by another agency.

3. The Partner Agency will ensure that all persons who are issued a User Name and Password to the Helpline Center Network of Care within that particular Partner Agency abide by this MOU, including the confidentiality rules and regulations. The Partner Agency will be responsible for managing any of its own requirements that individual employees comply with the Helpline Center Network of Care confidentiality practices including collecting background checks for all employees with access to Client data

4. The Partner Agency understands that the Helpline Center Network of Care data is managed and maintained utilizing industry-standard, secure, cloud-based software and data storage. See Addendum C for details on current platforms and

links to their respective security information.

- 5. The Partner Agency agrees to maintain appropriate documentation of Client consent or guardian provided consent to participate in the Helpline Center Network of Care. The Partner Agency understands that informed Client consent is required before any basic identifying Client information is entered into the Helpline Center Network of Care for the purposes of interagency sharing of information. Informed Client consent will be documented by completion of a Helpline Center Network of Care Client informed consent/release of information form developed by the Helpline Center.
- 6. The authorization referenced above, once completed, authorizes basic identifying Client data to be entered into the Helpline Center Network of Care, as well as needs and services information. This authorization form permits basic Client identifying information and needs and services to be shared among all Partner Agencies and case management transactions (goals, notes) with select Partner Agencies, based on relevance.
  - The Partner Agency will incorporate a Helpline Center Network of Care clause into existing Agency Authorization for Release of Information Form(s) if the Partner Agency intends to input and share confidential Client data with Partner Agencies. The Partner Agency's modified Authorization for Release of Information Form(s) will be used when offering a Client the opportunity to input and share information with the Helpline Center Network of Care beyond basic identifying data and needs and services information. The Partner Agency will communicate to the Client what information, beyond basic identifying data and needs and services, will be shared if Client consent is given. The Partner Agency will communicate to the Client that while it can restrict information to be shared with select agencies, those other agencies will have access to the information and are expected to use the information professionally and to adhere to the terms of the Helpline Center Network of Care Agreement. Partner Agencies with whom information is shared are each responsible for obtaining appropriate consent before allowing further sharing of Client records. Helpline Center and/or its contractors will conduct periodic audits to enforce informed consent standards, but the primary oversight of this function is the responsibility of each Partner Agency.

## Partner Agency Memorandum of Understanding



- The Partner Agency will incorporate a Helpline Center Network of Care clause into existing Agency Authorization for Release of Information Form(s) if the Partner Agency intends to share confidential Client data with outside agencies/entities. The Partner Agency's modified Authorization for Release of Information Form(s) will be used when offering a Client the opportunity to share information from the Helpline Center Network of Care. The Partner Agency will communicate to the Client what information will be shared if Client consent is given. The outside agencies/entities are expected to use the information professionally. Partner Agencies/entities with whom information is shared are each responsible for obtaining appropriate consent before allowing further sharing of Client records.
- 7. If a Client denies authorization to have information beyond basic identifying data and beyond needs and services both entered and shared among the Helpline Center Network of Care, then this record must be locked and made available only to the entering Partner Agency program, therefore, precluding the ability to share that Client's information. If the Client profile is locked, the Helpline Center Network of Care will not be used as a resource for information beyond basic identifying data and beyond needs and services for that individual Client and her/his dependents.

8. The Partner Agency agrees to place all Client Authorization and/or Release of Information forms related to the Helpline Center Network of Care in the Client's electronic record. If a hard copy only is absolutely necessary it will be held in a file to be located at the Partner Agency's business address and that such forms are made available to Helpline Center and/or its contractors for periodic audits. The Partner Agency will retain forms related to the Helpline Center Network of Care for 7 years, after which time the forms will be destroyed.

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

# ARTICLE 7 DATA

The Partner Agency and Helpline Center understand the Helpline Center Network of Care, with Helpline Center as administrator, is a custodian of data and not an owner of data.

- 1. In the event the Helpline Center Network of Care ceases to exist, Partner Agencies will be notified and provided reasonable time to access and save Client data on those served by the Partner Agency as well as statistical and frequency data from the entire system. Then, the information collected by the data hub will be purged or stored. If the latter occurs, the data will remain in an encrypted and aggregate state.
- 2. In the event Helpline Center terminates its contract with the software and data system in the ecosystem (see Exhibit C), the custodianship of the data will be transferred to Helpline Center or some other agency appointed by Helpline Center, and all Partner Agencies will be informed in a timely manner.
- 3. If a Client has previously given permission to multiple Partner Agencies to have access to her/his information, beyond basic identifying information and non-confidential service transactions, and then chooses to eliminate one or more of these Partner Agencies, the Partner Agency to whom such desire is expressed will notify the Helpline Center to work with the individual Client. Partner Agencies understand that at no time should they penalize Clients for requesting their information remain private.
- 4. In the event that a Client would like to rescind consent to participate in the Helpline Center Network of Care completely, the Partner Agency will instruct the Client to contact the Helpline Center utilizing the <a href="revoke consent form available at this link">revoke consent form available at this link</a>.
- 5. The Partner Agency will only enter individuals in the Helpline Center Network of Care that exist as Clients under the Partner Agency's jurisdiction.
- 6. The Partner Agency will not misrepresent its Client base in the Helpline Center Network of Care by entering known, inaccurate information (i.e., Agency will not purposefully enter inaccurate information on a new record or to override information entered by another agency).
- 7. The Partner Agency will consistently enter information into the Helpline Center Network of Care and will strive for real-time data entry.
- 8. The Partner Agency will update all data elements anytime there is a change in a Client's information and at least every 364 days of continued service with the Partner Agency.
- 9. Discriminatory comments based on race, ethnicity, religion, national origin, ancestry, disability, age, gender, and sexual orientation are not permitted in the Helpline Center Network of Care.

## Partner Agency Memorandum of Understanding



10. Offensive language and profanity are not permitted in the Helpline Center Network of Care.

11. The Partner Agency will utilize the Helpline Center Network of Care for business purposes only.

12. The Partner Agency understands Helpline Center will provide initial training and periodic updates to that training to assigned agency staff about the use of the Helpline Center Network of Care; this information is then to be communicated to other staff within the Partner Agency.

13. The Partner Agency understands that Helpline Center will be available for troubleshooting and report generation

within reason during normal business hours.

14. The Partner Agency will keep updated virus protection software on Partner Agency computers that access the Helpline Center Network of Care.

15. Transmission of material in violation of any United States Federal or State regulations is prohibited and includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene and material considered protected by trade secret.

16. The Partner Agency will not use the Helpline Center Network of Care with intent to defraud the Federal, State, or

local government, or an individual entity, or to conduct any illegal activity.

### Reports

1. The Partner Agency understands that it will retain access to all identifying and statistical data on the Clients it serves. To clarify further, the Partner Agency will have open access to all data and information originated by the Partner Agency.

The Partner Agency understands that access to data on those Clients it does not serve will be limited to basic

identifying information and needs and services data.

3. Reports obtaining information beyond basic identifying data and needs and services on individuals not served by the Partner Agency are limited to statistical and frequency reports, which do not disclose identifying information.

4. The Partner Agency understands that before non-identifying system wide aggregate information collected by the Helpline Center Network of Care is disseminated to non-Partner Agencies, including funders, it shall be endorsed and approved by the Helpline Center.

The Partner Agency will not give or share assigned user identification and passwords to access the Helpline Center Network of Care with any other organization, governmental entity, business, or individual.

The Partner Agency will not cause corruption of the Helpline Center Network of Care in any manner or way. Any unauthorized access, unauthorized modification to the computer system information, malicious software, or interference with normal system operations, whether on the equipment housed by any dataset, system, or software application in the Helpline Center Network of Care ecosystem or any computer system or network accessed by them will result in immediate suspension of services and Helpline Center, will pursue all appropriate legal action.

### ARTICLE 8 **EXPENSES**

The estimated expenses associated with the system configuration, system maintenance, and user accounts for Helpline Center Network of Care access are provided in writing by email in advance to the Partner Agency.". Partner Agency expenses and available funded opportunities to join the Helpline Center Network of Care are described in the Fee Structure (Exhibit A).

Any charges will be invoiced to the Partner Agency in the first quarter (January, February, or March) for that year. If a Partner Agency joins mid-year, their rate will be prorated based upon the number of months left in the year. If user accounts are not used by a Partner Agency within 30 days of a user's training, Helpline Center will inactivate unused accounts from the Partner Agency. The Helpline Center retains the right to adjust Partner Agency user fees to match the fees charged by any and all software, data management, or integration utilized by the Partner Agency. Partner Agencies will be provided written email notification 30 days in advance of any changes in user fees.

Partner Agency Memorandum of Understanding



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

# ARTICLE 9 COMPLIANCE WITH LAW OR OTHER REGULATORY CHANGES

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

### ARTICLE 10 HOLD HARMLESS

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

### ARTICLE 11 GENERAL PROVISIONS

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

All notices or communications canceling this MOU shall be in writing and will be delivered by email or by means of certified or registered mail, no later than thirty (30) days prior to the requested termination date. All such notices will be deemed given upon delivery or delivered by email or mail on the business day after receipt by the Helpline Center. Please email <a href="https://hencommunications.ncm">helplinecenter.org</a> or mail all cancellations or other notices to Helpline Center:

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

All parties expressly acknowledge that it is, and shall continue to be, their intent to fully comply with all relevant federal, state, and local laws, rules, and regulations. This MOU shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of South Dakota notwithstanding any conflict of interest rules that might otherwise apply. Any legal action relating to this Agreement shall be exclusively brought in Minnehaha County, South Dakota. Nothing in this MOU, express or implied, is intended to confer on any person other

## Partner Agency Memorandum of Understanding

helpline NETWORK

than the parties or their permitted successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this MOU. If any term, restriction, or covenant of this MOU is deemed illegal or unenforceable, all other terms, restrictions and covenants hereof shall remain unaffected to the extent permitted by law. No waiver of any provision of this MOU shall be deemed to be a waiver of subsequent performance of the same provision of this MOU or a waiver of any other provision of this MOU.

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

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



### EXHIBIT A

## Purchase of Services based on Partnership Type and Location

Fees determined based on Current Funding Opportunities, Partner Agency Tier, Number of Users, Software Applications Utilized, Transition to Success adoption, and Custom Development. Estimated annual fees are provided in advance to the Partner Agency by email.

Non-variable Costs:	
Maintenance/technical assistance (Billed annually)	
<ul> <li>\$4,000/year for- Care Coordination Partner includes login, Transition to Success tools, and custom configuration for service tracking and delivery</li> <li>\$2,500/year- Referral Partner Includes login and access to baseline features including Transition to Success coach tools (see Exhibit B)</li> </ul>	
- Data or Integration Partner – Determined Case-by-Case	
Custom building	
Variable Costs:	
VisionLink CommunityOS User Fees (\$40/Month/User)	
Airtable User Fees	
Additional Software or Integration User Fees	
Custom Helpline Center development of software interface or integration	
Custom Vendor Development Fee	
- Pass through fee for custom development from technology vendor	
TOTAL:	\$

Partner Agency Memorandum of Understanding



### EXHIBIT B

### **Transition to Success Program**

The Helpline Center Network of Care utilizes Transition to Success (TTS) as a collective impact model. The purpose of this Exhibit is to set expectations for the implementation of the Transition to Success program by those Partner Agencies who have adopted TTS to ensure Continuous Quality Improvement (CQI) through multi-site data collection, which is central to both HCNC and the Transition to Success model.

The goals of TTS implementation within HCNC include but are not limited to the following:

- Development of Community Care Plan A care plan, also known as a "Map of My Dreams" for the Client that is shared from one organization to another
- Improvement in whole person care, care coordination, and quality of life
- Adherence to fidelity of the TTS program at all adopting Partner Agencies
- Continuous Quality Improvement through multi-site data collection
- Development of social determinants of health (SDOH) population health tools

### Partner Agency Obligations:

- The Transition to Success Partner Agency will adhere to the TTS Fidelity Checklist.
- The Partner Agency will submit TTS Success Stories to Helpline Center upon request.
- To ensure fidelity to the Transition to Success program and Continuous Quality Improvement, the following data elements are required to be shared with the Helpline Center for every TTS coaching Client:
- Sufficient Client data to uniquely identify the individual including full name, DOB, email, phone, city, zip code
- Life Area Surveys completed a minimum of every 6 months
- HCNC Release of Information Consent (Link)
- De-identified data if a Client refuses to sign the HCNC consent when asked. This data must be stored and provided in an agreed upon alternative method
- Program enrollment status: Enrolled, Withdrew, Completed, Unable to Reach

### Transition to Success Coach Obligations:

- The Transition to Success (TTS) Coach will adhere to the TTS Fidelity Checklist
- The TTS Coach (hereby known as "Coach") agrees to assist any Client seeking coaching to access the
  Transition to Success program. If the Coach cannot provide the coaching services directly, the Coach agrees to
  make a referral for the Client to the Helpline Center for assistance.
- The Coach will respond to a TTS referral or intake within 48 business hours or refer the individual on to the Helpline Center for assistance.
- The Coach will provide education on poverty and SDOH to every Client
- The Coach will assess the Client utilizing the Life Area Survey upon intake and update every 6 months at a minimum with interim updates as they occur.
- The Coach will support Client's effort to work the care plan, called "Map of my Dreams" and assist with identifying resources and coordinating care
- The Coach will use motivational interviewing and other TTS best practices to help the Client overcome internal barriers and unhelpful thoughts to improve self-efficacy and the ability to self-advocate
- The Coach will respond to any crisis that involves a Client's safety, substance use, or mental health that requires
  immediate attention under all circumstances. The Coach must follow the Partner Agency's operating procedures
  or, if the Partner Agency does not have procedures, the Coach agrees to call 988 for mental health or substance
  use concerns or 911 for life safety concerns.

### **Transition to Success Trainer Obligations:**

### Partner Agency Memorandum of Understanding



- A TTS Coach may make a request to the Helpline Center to become a Transition to Success Trainer (hereby known as "Trainer").
- The Trainer will adhere to the TTS Fidelity Checklist.
- The Trainer will register all new Coaches with the Helpline Center who will be trained at the Partner Agency
- Any Partner Agency without an internal Trainer, or a new Partner Agency interested in the Transition to Success program, must first submit a Coach Interest form to the Helpline Center or the request a TTS Training.
- The Trainer may only train internally at their Partner Agency and only to employed staff of their Partner Agency unless invited by the Helpline Center to train at an external Partner Agency.
- The Partner Agency bears all the costs of training new Coaches at their Partner Agency. These costs include but are not limited to the following:
  - Coach Certification Fees
  - Marcella Wilson's book, "Diagnosis Poverty: A new approach to understanding and treating an epidemic", which is required pre-reading for Coach training.
  - Coach binders and any and all printed materials including the Coach workbook, sign-in sheets, Trainer evaluations, TTS Coach Agreements, and any other printed items.
  - o Any and all marketing efforts or materials to promote Coach training within the Partner Agency
  - Food, meals, snacks, drinks, and any other items provided to Coaches who attend the training

A Partner Agency agrees to provide data to Helpline Center Network of Care according to the data-sharing requirements above utilizing one of the following methods:

- Direct entry into the Helpline Center Network of Care
- Intake via data-sharing site established with updates provided securely through agreed upon method
- The Partner Agency will submit TTS Success Stories to the Helpline Center upon request.



### **EXHIBIT C**

## **Ecosystem Components of the Helpline Center Network of Care**

The Helpline Center Network of Care utilizes multiple software and data platforms to better meet the technology needs of Partner Agencies and bring diverse data sets together. The following systems comprise the Helpline Center Network of Care ecosystem.

System	Description	Privacy and Security	Platform Information:
Visionlink CommunityOS	CommunityOS®, the Community Operating System by Visionlink is a Software-As-A-Service designed for community service management	https://www.visionlink.org/documents/Visionlink%20Privacy%20Policy%202025.pdf	Link: https://www.visionlink.org /platform/
Airtable	Airtable is a cloud-based platform that combines the functionality of a spreadsheet and database, allowing users to organize, manage, and collaborate on data.	Security: https://assets.ctfassets.net/w1951jfipp18 /1j9UbmmoSaoMNusVps3ib3/0bac70 738458912e7b6219756c3518a8/Airta ble_Security_Whitepaper.pdf Privacy: https://assets.ctfassets.net/w1951jfipp18 /6DBjWkwaoSVrVf3MdSpHdZ/e357 54f5885bc6722b56e24dca618170/Airt able_Privacy_Whitepaper.pdf	Link: https://www.airtable.com/p latform
Microsoft Azure	Microsoft Azure is a comprehensive cloud computing platform for a wide range of services including data storage, networking infrastructure, analytics, AI, and application management.	Security: https://learn.microsoft.com/en- us/azure/networking/security/network- security	Link: https://azure.microsoft.com/en-us

PERSONNEL TRANSA	ACTION - NEW HIRE/CHA	NGE OF STATUS
EMPLOYEE NAME :		DATE:
Name Corbin Shi	lling	10/29/2025
	<del>-</del> .	
EFFECTIVE DATE:	POSITION TITLE:	DEPARTMENT:
11/1/2025	Corrections Officer	Jail
	Full Time	
CURRENT STEP:	NEW STEP:	
	Step 1	
CURRENT PAY RATE:	NEW PAY RATE:	
	\$25.80	
REASONS FOR CHANGE:		
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New hire		
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EMPLOYEE SIGNATURE COMPA	Messe	
	WH Du	•
DEPARTMENT HEAD SIGNATURE	1.1911	
DATE 10-29-25		
COUNTY COMMISSIONERS		
DATE		

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

CTION - NEW HIRE/CHAI	NGE OF STATUS
	DATE:
b	10/29/2025
POSITION TITLE:	DEPARTMENT:
Corrections Officer	Jail
Full Time	
Step 1	
NEW DAY DATE	
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Nath Helm	
	· · · · · · · · · · · · · · · · · · ·
	POSITION TITLE: Corrections Officer Full Time NEW STEP: Step 1 NEW PAY RATE: \$25.80

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