

FALL RIVER COUNTY APPROVED MINUTES OF MAY 21, 2019

The Fall River Board of County Commissioners met in regular session on May 21, 2019. Present: Joe Allen, Joe Falkenburg, Paul Nabholz and Sue Ganje, Auditor. Ann Abbott and Deb Russell were absent.

The Pledge of Allegiance was given and the meeting called to order at 9:00 a.m.

The agenda was reviewed for conflicts; none were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

No county assistance applicants met with the board.

Motion made by Nabholz, seconded by Allen, to approve the agenda, as written.

Motion made by Nabholz, seconded by Allen, to approve the May 7, 2019 minutes.

Motion made by Nabholz, seconded by Allen, to approve the operating cash transfer from the General Fund to the Domestic Abuse Fund in the amount of \$4,300.00, as budgeted.

Motion made by Nabholz, seconded by Allen, to surplus a Samsung tablet from the Director of Equalization's office, #1957, to sell.

Motion made by Allen, seconded by Nabholz, to approve the quote from Golden West Technologies for 1 Auditor computer, 2 Director of Equalization computers and 2 Register of Deeds computers, in the amount of \$3,735.70. Two computers (1 Auditor and 1 Dir of Equal) were previously approved on May 7, 2019, at a higher cost.

There were no YouTube comments.

Susie Hayes, Director of Equalization, met with the board to present her 2020 requested budget, review the final 2019 pay 2020 abstract recaps and to advise that the abatement request for Underwood/Ulmer was approved by the City of Hot Springs.

Frank Maynard, Emergency Management, met with the board to request temporary help. Motion made by Allen, seconded by Falkenburg, to approve hiring a temporary employee for a maximum of 90 days at \$10.00 per hour to complete the Comprehensive Resource Management Credentialing System. With Nabholz voting no, all others voting yes, motion carries.

Maynard updated the board on the PDM (Pre-Disaster Mitigation); 2019 community full scale Exercise; ASFPM (Flood) training, fires and incidents. The 2020 requested budget was also presented.

Brian Ahrendt, State's Attorney, met with the board to present his 2020 budget. Discussion was also held on the incoming pipeline and potential costs to counties.

Commissioner Nabholz, met with the board to discuss the employees' right to carry a gun in the courthouse, and Seventh Circuit Court Judge Pfeifle's response to the request. Requirements will most likely follow those that are currently being developed for employees to carry at the State Capital, including a notice of intent to carry, a decision on where weapons are to be kept and a requirement for an enhanced permit.

The hearing for a vacation of plat for Melissa and Jerald Stearns was held as advertised, with Jerald Stearns present. Motion made by Nabholz, seconded by Allen, to approve the following resolution:

FALL RIVER COUNTY RESOLUTION 2019-17

The vacation of the Plat of the Subdivision of E1/2SE1/4, Section 24, Township 9 South, Range 3 East of the Black Hills Meridian, Fall River County, South Dakota, recorded in Book 11 of Plats on Page 71.

WHEREAS, there has been filed with the Fall River County Auditor and presented to the County Commissioners of Fall River county a Petition for Vacation of Plat for the vacation of the Plat of the Subdivision of E1/2SE1/4, Section 24, Township 9 South, Range 3 East of the Black Hills Meridian, Fall River County, South Dakota, recorded in Book 11 of Plats on Page 71, presented and verified by the owners and proprietors of all of such property, namely Jerald E. Stearns and Melissa A. Stearns, and it appearing that the petition includes all of the information required by SDCL 11-3-22.1; and

WHEREAS, Notice of Public hearing on Petition for Vacation of Plat was duly given by the Auditor of Fall River County by publication in the Hot Springs Star on May 8, 2019 and the Fall River County Herald on May 9, 2019, the legal newspapers of Fall River County, South Dakota, which are the nearest legal newspapers to said plat to be vacated, which publication dates are at least ten (10) days prior to the date of such public hearing and which notice complies with the requirements of law; and

WHEREAS, pursuant to such Notice and SDCL 11-3-22.1 a public hearing was held before the Fall River Board of County Commissioners in Hot Springs, South Dakota on May 21, 2019 at 9:30 a.m.; and

WHEREAS, the board of County Commissioners, at such public hearing, heard and considered the comments and arguments of all personal attending and the information, opinions, and arguments, if any, submitted in writing by persons unable to attend, and provided for in the Notice of Public Hearing; and

WHEREAS, following the hearing required by SDCL 11-3-22.1, the Fall River Board of County Commissioners determines that the granting of the petition will not abridge or destroy any of the rights and privileges of other proprietors of such plat and will not authorize the closing or obstruction of any public highway laid out according to law;

NOW THEREFORE, BE IT RESOLVED that the Plat of the Subdivision of E1/2SE1/4, Section 24, Township 9 South, Range 3 East of the Black Hills Meridian, Fall River County, South Dakota, recorded in Book 11 of Plats on Page 71 is hereby vacated; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be recorded in the office of the Register of Deeds of Fall River County as soon all property taxes on the subject property have been paid in full and that the recording of this Resolution shall be noted on the recorded plat to be vacated by the Register of Deeds.

Dated this 21st day of May, 2019.

/s/Joe Falkenburg, Chairman
Fall River County Commission

/s/Sue Ganje, County Auditor

Nabholz, as the county appointed board member of the Custer-Fall River Landfill, advised of activities concerning their recent purchase of a compactor and attempt to have their purchase contract rescinded to allow them to apply for a grant first, and of the retirement of their secretary.

The 2019 – 2020 Malt Beverage and SD Farm Wine License Hearing was held as advertised, including one new application. Motion made Allen, seconded by Nabholz, to approve the 2019 – 2020 Malt Beverage and SD Wine License applications and authorize the chairman to sign. Licenses were approved for the following businesses: Angostura Den; Coffee Cup Fuel Stop #9 Hot Springs; Common Cents Food Store; Forney's Standard Service; Hidden Lake Campground and Resort LLC; Highway 79 Scratch Kitchen Inc.; Hot Springs, SD KOA; Inferno on the Beach; Pirates, Inc. and Stateline Casino.

Motion made by Nabholz, seconded by Allen, to table the discussion with Ali DeMersseman, Black Hills Council of Local Government, due to weather conditions.

Motion made by Allen, seconded by Nabholz, to table the discussion with Sheriff Evans until later in the meeting.

Dawn Johnson, Director, Hot Springs Library, presented her 2020 budget request.

Motion made by Nabholz, seconded by Allen, to remove from the table the discussion with Evans.

Bob Evans, Sheriff, met with the board and presented his 2020 budget. Evans advised of current jail population - 19 (17 in-house and 2 housed in Pennington County). A 2018 jail cost was presented to the board. Average prisoner count per day was 17.5, total cost per day was \$1,663.04, resulting in \$95.05 prisoner cost per day.

Leona Dryden and Helen Anderson, Oelrichs Senior Center, were unable to attend the meeting for budget.

Randy Seiler, Highway Superintendent, met with the board. Discussion was held on storage units that need to be replaced, approximately \$4,000 per unit. Seiler will bring back a quote for the board.

Motion made by Allen, seconded by Nabholz, to approve travel for Seiler to attend the Summer Workshop on June 13 and June 14, 2019 in Pierre.

Seiler updated the board that his meeting with oil well representatives has been postponed until June 2, 2019 and that the rain/snow has held things up for road work. Other road issues discussed was Battle Mtn maintenance, gravel needed on Lennon School Road, and tractor and cows on roads.

Motion made by Allen, seconded by Nabholz, to approve the bills as follows:

GENERAL FUND

AT&T TELECONFERENCE	CONFERENCE CALLS	\$45.07
A-Z SHREDDING INC	SHREDDING	\$274.40
BEESLEY LAW OFFICE	CAAF	\$611.00
BLACK HILLS CHEMICAL	SUPPLY	\$307.82
CAMERON, GEORGE	COURT REPORTER	\$120.20
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$2,871.77
CENTURY BUSINESS LEASING	COPIER LEASE/USAGE/METER	\$476.31
CHADRON MOTOR CO. INC	SERVICE	\$1,871.08
CHEYENNE SANITATION	SANITATION COLLECTION	\$371.73
COLBATH, ANGELA M	CAAF	\$5,353.20
CORRECT RX PHARMACY SERV.	INMATE PHARMACY	\$97.79
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$262.50
DATASPEC LLC	YEARLY SOFTWARE FEE	\$449.00
DEMERSSEMAN JENSEN	CAAF	\$4,298.31
ENGEBRETSON, MELODY	CONFERENCE TRAVEL REIMBURSEMENT	\$53.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$128.75
FARRELL, FARRELL & GINSBACH	CAAF	\$6,392.59
SCHMIDT, STACY	CONFERENCE TRAVEL REIMBURSEMENT	\$53.00
GALLS	UNIFORMS	\$197.96
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$125.00
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$1,328.58
HAMMERQUIST, KRISTEL	CAAF	\$958.50
HOT SPRINGS ACE HARDWARE	SUPPLY	\$215.65
CITY OF HOT SPRINGS	CITY WATER BILL	\$587.58
INVENTORY TRADING COMPANY	UNIFORMS	\$344.00
MANLOVE PSYCHIATRY GROUP	MI	\$59.90
MARTY'S AUTO BODY	SERVICE	\$700.00
MASTEL, BRUCE	DATABASE SETUP & MONITORING	\$35.00
MCLEODS OFFICE SUPPLY CO.	SUPPLY	\$270.88
MICROFILM IMAGING SYSTEMS	SCANNING EQUIPMENT LEASE	\$202.50

NUTRIEN AG SOLUTIONS	SUPPLY	\$3,994.44
O'NEILL, JUSTIN	CAAF	\$4,403.90
PANOLA COUNTY SHERIFF	TAX DEED SERVED	\$50.00
PENNINGTON COUNTY JAIL	INMATE HOUSING PENNINGTON	\$4,385.25
PENNINGTON COUNTY	ADDICTION TREATMENT	\$1,130.00
RESERVE ACCOUNT	POSTAGE PITNEY BOWES	\$983.00
PSYCHOLOGICAL ASSOCIATES	MI/QHMP	\$500.00
QUILL CORPORATION	SUPPLIES	\$1,021.52
RAPID CITY JOURNAL (THE)	PUBLICATION	\$157.02
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$2,934.97
SD DEPT OF REV & REG.	TITLE & PLATES SHERIFF	\$21.20
SD OFFICE OF CHILD&FAMILY	QUARTERLY PUBLIC HEARING	\$1,563.50
SDAAO	ANNUAL ASSESSOR SCHOOL	\$750.00
SERVALL	RUGS AND MATS SERVICE	\$377.31
SOFTWARE SERVICES INC	SOFTWARE SERVICES	\$620.00
SPOT WRANGLERS	CONTRACT SERVICE	\$450.00
STEVEN'S AUTOMOTIVE	REPAIRS	\$1,228.72
THOMSON REUTERS	LAW BOOK SUBSCRIPTION	\$507.00
VANWAY TROPHY	NAME PLATES	\$90.75
WILLIAMSON COUNTY SHERIFF	TAX DEED SERVED	\$140.00
ZIMIGA, AUSTIN	REIMBURSEMENT	\$66.98
BASTIAN, TRACY	PILOT	\$100.00
RHOE, KELLI	CONFERENCE TRAVEL REIMBURSEMENT	\$53.00
	TOTAL FOR GENERAL FUND	\$54,591.63
COUNTY ROAD & BRIDGE		
B H ELECTRIC COOP INC.	UTILITY HIGHWAY ELECTRIC	\$35.00
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$219.29
CHEYENNE SANITATION	SANITATION COLLECTION	\$74.00
CITY OF EDGEMONT	CITY OF EDGEMONT WATER	\$80.60
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$251.75
CITY OF HOT SPRINGS	CITY WATER BILL	\$22.10
SEILER, RANDY	CELL REIMBURSEMENT	\$75.00
	TOTAL FOR COUNTY ROAD AND BRIDGE	\$757.74
911 SURCHARGE REIMBURSEMENT		
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$204.36
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$753.18
INVENTORY TRADING COMPANY	UNIFORMS	\$281.30
CENTURY LINK	911 DISPATCH LINES	\$590.76
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$1,829.60
EMERGENCY MANAGEMENT		
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$143.95
PUDWILL, NORMAN	SURVEYOR	\$60.00
	TOTAL FOR EMERGENCY MANAGEMENT	\$203.95
DOMESTIC ABUSE FUND		

W.E.A.V.E	ALLOTTED BUDGET	\$5,400.00
	TOTAL FOR DOMESTIC ABUSE FUND	\$5,400.00
24/7 SOBRIETY FUND		
CARDMEMBER SERVICE	CARDMEMBER SERVICE	\$37.63
QUILL CORPORATION	SUPPLIES	\$126.98
	TOTAL FOR 24/7 SOBRIETY FUND	\$164.61
M & P RELIEF		
MICROFILM IMAGING SYSTEMS	SCANNING EQUIPMENT LEASE	\$165.00
	TOTAL FOR M & P RELIEF	\$165.00
COURTHOUSE BUILDING FUND		
AUDIO-VIDEO SOLUTIONS,INC	VIDEO CONFERENCING	\$10,816.65
	TOTAL FOR COURTHOUSE BUILDING FUND	\$10,816.65
	TOTAL PAID BETWEEN 5/8/19 AND 5/21/19	\$73,929.20

Break was taken at 10:20 a.m. and the meeting reconvened at 10:25 a.m.

Public comment was heard from Paul Nabholz on the Ardmore Bridge collapse, referencing bridge inspection reports for over 22 years that indicated the need to repair hole in weir wall & spillway. Such reports were also filed with the state, and the federal DOT. Inspection reports could be reviewed with commission in the future. Falkenburg had no objection to a commission review of reports, noting the largest flooding occurring in Nebraska south of the bridge.

Stacie Harter, Edgemont Library, presented her 2020 budget request.

Dan Cullen, Veteran's Service Officer, met with the board. Discussion was held on the 1st quarter report and his 2020 budget.

Jackie Waldner, Community Health Nurse, met with the board to present her 2020 budget.

Greg Foust, Hot Springs Meals, was unable to attend the meeting.

Nina Steinmetz, Weed Supervisor, met with the board. Motion made by Nabholz, seconded by Allen, to approve travel for Steinmetz to attend a workshop on June 18, 2019 in Sheridan, WY.

Steinmetz also presented her 2020 budget.

Additional budget requests were heard from the following people:

Peggy Koupal, Fall River Soil Conservation
Kelsey Babb, Edgemont YMCA

Motion made by Nabholz, seconded by Allen, to adjourn at 10:45 a.m.

/s/ Joe Falkenburg
Joe Falkenburg, Chairman
Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje

Sue Ganje, Fall River County Auditor

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS OF FALL RIVER COUNTY:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 30th day of April, 2019.

Total Amt of Deposit in First Interstate Bank:	<u>\$3,611,237.62</u>
Total Amt of Deposit in First National Bank of Lead:	<u>\$1,000.00</u>
Total Amount of Cash:	<u>\$3,589.56</u>
Total Amount of Treasurer's Change Fund:	<u>\$ 900.00</u>
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	<u>\$355,933.41</u>
SAVINGS:	
First Interstate Bank:	<u>\$202,846.39</u>
First National Bank of Lead:	<u>\$1,026,236.07</u>
CERTIFICATES OF DEPOSIT:	
First Interstate-Hot Springs:	<u>\$3,553,492.10</u>
Black Hills Federal Credit Union:	<u>\$250,000.00</u>
Bank of the West	<u>\$525,542.47</u>
Schwab Treasury	<u>\$1,300,000.00</u>

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

 Register of Deeds Change Fund: \$500.00
 Highway Petty Cash: \$20.00
 Election Petty Cash: \$15.00

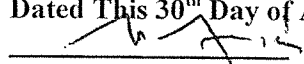
RETURNED CHECKS:

Bayan, Fritchie \$957.52, Lic 08/24/2018
Rieck, Dana \$1,877.78, Lic 11/19/2018

TOTAL \$10,834,147.92

KR

Dated This 30th Day of April, 2019.


Sue Ganje, County Auditor of Fall River County.

County Monies: \$7,745,274.16
Held for other Entities: \$2,899,012.83
Held in Trust: \$189,860.93

TOTAL: \$10,834,147.92

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, TOWNSHIPS, FIRE AND AMBULANCE DISTRICTS, AND STATE.

FALL RIVER COUNTY RESOLUTION #2019-18

WHEREAS, the leadership of the VA Black Hills Health Care System has recommended the closure of the VA Hospital and Domiciliary at Hot Springs, South Dakota and replacement with only a community based outreach clinic; and

WHEREAS, South Dakotans have a long and honorable history of serving this nation in the military service; and

WHEREAS, the Hot Springs VA Hospital serves the veteran needs in rural America; and

WHEREAS, the Hot Springs VA Hospital also serves a large Native American veteran population; and

WHEREAS, our returning veterans for the past one hundred and twelve years have been able to receive their care at the Hot Springs VA hospital and have well earned the right to continue receiving that care at Hot Springs. Bigger is not always better and in many cases may well result in less effective care; and

WHEREAS, the Veterans Administration for more than the past twenty years has systematically cut out more and more services to our veterans at the Hot Springs facilities; and

WHEREAS, closure of the VA hospital in Hot Springs would result in several extra hours of travel time and inconvenience for our veterans to receive their earned care at Fort Meade and Rapid City, all to make VA Administrator look like they are being more efficient while not providing any better care:

NOW THEREFORE, BE IT RESOLVED, that the Fall River County Commissioners renew our objection in the strongest terms to the proposed closure of the Hot Springs VA facilities. We urge VA Secretary Robert Wilkie to reject this proposed action and also urge the Congressional delegations of South Dakota, Nebraska and Wyoming to exert their best efforts to see that this proposal is rejected and instead that services and programs such as the outstanding PTSD and substance abuse programs be enhanced and expanded.

Dated this 4th day of June, 2019.

Joe Falkenburg, Chairman
Fall River County Commission

Sue Ganje, County Auditor

April 30, 2018

Fall River County
C/O County Auditor
906 North River St.
Hot Springs, SD 57747

RE: Subrecipient Agreement 19SC090092 between the South Dakota Department of Health and Fall River County

Dear Subrecipient:

On behalf of the South Dakota Department of Health (SDDOH), the WIC Program is pleased to welcome you as a subrecipient and collaborator on the above referenced sponsored project. The SDDOH is responsible for the programmatic and financial monitoring of their subrecipients receiving federal pass through dollars.

In addition to the proposed contract, this welcome package provides important information and documentation that is critical to the successful administration and fiscal management of this subrecipient agreement. The documents enclosed are:

- The proposed subrecipient agreement between your organization and the SDDOH. The agreement contains all relevant budgetary, programmatic, administrative, and financial information, terms and conditions, and reporting requirements.
- A picture of the Invoice (Attachment A) which your organization will use for billing the SDDOH for reimbursement of project expenses. An excel form of *Attachment A* bill will be sent by email after we receive the signed agreements.
- A W9 form to be completed and returned with the signed agreements.
- A handout containing information about being a subrecipient.

Please duly execute both of the enclosed subrecipient agreements and return them, along with the completed enclosed W-9, to the attention of the SDDOH contact for this project, Emily Paulsen. Technical or programmatic questions can also be directed to this contact. Your insurance agent has already provided us with proof of insurance, as specified in the contract. **Ensure you have completed in their entirety the 2 pages before the attachment (section stating *The Following Must be Completed by The Subrecipient, signature and contact information*)**.

Upon receipt of the agreement and once required Department of Health signatures are obtained, a signed copy will be returned to you for your file. Payment for services cannot begin until the department has received the signed contract and completed W-9.

We look forward to working with you in facilitating a fruitful and productive collaboration.

Please Note: All FY 18 Monthly Expenditure Reports, for expenses incurred in the 2018 Contract, shall be submitted by 5:00 p.m. on Thursday June 7, 2018.

Sincerely,

Emily Paulsen
WIC Program Operations Specialist

Enc: Subrecipient Agreement, W-9, subrecipient power point

**STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
DIVISION OF FAMILY AND COMMUNITY HEALTH
Sub-Recipient Agreement
Between**

Fall River County
C/O County Auditor
906 North River St.
Hot Springs SD 57747-1398
Referred to as Sub-Recipient

State of South Dakota
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: Fall River County, Hot Springs SD 57747-1390
- b. Sub-Recipient's DUNS number /unique entity identifier: 627758915
- c. Federal Award Identification Number (FAIN): 193SD708W1003
- d. Federal Award Date: 10/01/2018
- e. Sub-award Period of Performance: 06/01/2019 to 5/31/2020
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance:
\$3,047.00
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance:
\$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$3,047.00
- 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 clerical services for the Women, Infants and Children (WIC) Program in Fall River 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 Emily Paulsen – Emily.Paulsen@state.sd.us.
- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Programs for Women, Infants and Children
- l. Is the grant award for research and development (R&D)? YES ☐ NO ☒
- m. Department of Health Indirect Cost Rate for federal award: 07/01/2018 to 06/30/2019 = 6.2%
07/01/2019 to 06/30/2020 = 6.3%

1.2.

- a. Sub-recipient's name, City, State, and Zip +4: Fall River County, Hot Springs SD 57747-1390
- b. Sub-Recipient's DUNS number /unique entity identifier: 627758915
- c. Federal Award Identification Number (FAIN): 203SD708W1003
- d. Federal Award Date: 10/01/2019
- e. Sub-award Period of Performance: 06/01/2019 to 5/31/2020
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance:
\$6,093.00
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance:
\$ 0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$6,093.00
- 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 clerical services for the Women, Infants and Children (WIC) Program in Fall River 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 Emily Paulsen – Emily.Paulsen@state.sd.us.
- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Programs for Women, Infants and Children
- l. Is the grant award for research and development (R&D)? YES ☐ NO ☒
- m. Department of Health Indirect Cost Rate for federal award: 07/01/2018 to 06/30/2019 = 6.2%
07/01/2019 to 06/30/2020 = 6.3%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on June 1, 2019 and will end on May 31, 2020, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

- 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.
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:
 - i. 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 (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: https://fns-prod.azureedge.net/sites/default/files/CNA_1966_12-13-10.pdf. The Healthy, Hunger-Free Kids Act of 2010 <https://www.gpo.gov/fdsys/pkg/PLAW-111publ296/pdf/PLAW-111publ296.pdf> and 7 CFR 246 <https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5>
- iv. Provide clerical services for the Woman, 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. Hire and manage employees to complete the job roles and responsibilities outlined in this contract and in section 1.06H of the policy and procedure manual located at https://sdwic.org/knowledge_uploads/1.06HClerical.pdf
- vi. Allow all new WIC clerical 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.
- vii. Allow WIC clerical employees to attend and participate in required annual training to remain effective/efficient in their current roles.
- viii. Make appropriate facilities available for WIC services to participants within the county.
- ix. Refer potential applicants to the WIC Program and inform applicants of health services available.
- x. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.

Sub-recipient 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. Person's 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 <http://sdwic.org/knowledge/policy-and-procedure-manual>

- xi. Maintain complete, accurate, documented and current accounting of all program funds received and expended.
- xii. Provide by the 7th of the month the Monthly Expenditure Report for expenses incurred (when applicable). (See Attachment A)
- xiii. Maintain and have available for the State's review and audit, all documentation associated with the administering this contract. All WIC participants' files are property of the State.
- xiv. In the absence of clerical staff, work with another County on scheduling and reimbursement.

- xv. Per executive Order 2014-11, all employees providing WIC services must have a flu vaccination by December 1st of each year.
- xvi. Comply with State of South Dakota Cyber-Security requirements and policies found at <http://bhr.sd.gov/policies-forms/BHRCyberSecurityAwarenessFinal042018.pdf> to include any mandatory trainings for any individuals who have a state email account/address.
- xvii. Use State funds exclusively for:
 - a. WIC Clerical Services
 - Funding is based on number of WIC participants receiving WIC benefits each month. Budget is based on the participation rates from January 2018 to December 2018.
 - Per participant rate is set by the Central Office (FY2020 rate - \$5.56). This rate is reviewed annually with yearly budget determination.
 - The Central Office will generate payment and send to the Sub-Recipient based on WIC issued benefits per month.
 - b. WIC Clerical Training/Travel
 - Funding for training time and travel time to training is based on State average clerical rate, including benefits (FY2020- \$18.29). This rate is reviewed annually with yearly budget determination.
 - Per diem, mileage and lodging for clerical staff attending WIC training, according to county policy, but not exceeding State rates.
 - The Central Office will generate payment based on completed Monthly Expenditure Reports submitted by the Sub-Recipient.

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 State's satisfaction that the payments are in accordance with all terms of the contract, up to \$9,140.00. Expenditure claims are required prior to the initiation of any, 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 up to state rates.
- iv. TOTAL CONTRACT AMOUNT (Not to Exceed) \$9,140.00. 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 Sub-Recipient's clerical personnel with access to WIC Policy and Procedure Manual, on-going WIC Program memos/policy revisions and scheduled Program Trainings.
 - answering Sub-Recipient clerical personnel's questions regarding the above described Manual and reviewing Sub-Recipient clerical personnel's work, for the purpose of ensuring compliance with federal WIC guidelines.
- c. Establish a food delivery system so qualified local retailers may be authorized to provide foods locally to participants.
- d. 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.
- f. Provide monthly payment to the Sub-Recipient based on the number of participants issued WIC benefits each month.
- g. Provide monthly payment for contract period for expenses incurred and reported on the Monthly Expenditure Report (see Attachment A). This includes payment for training of clerical staff.
- h. Provide fiscal and administrative management, including participating in the 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 clerical services for the Woman, Infants and Children (WIC) Program in Fall River 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	\$9,140.00
Amount matched by Sub-Recipient	\$ 0.00
Total Grant Amount	\$9,140.00

Dollars provided by State consist of the following:	
Non-Federal State dollars	\$ 0.00
Federal dollars	\$9,140.00

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 sub-recipient a closeout letter after the period of performance end date.

B. STANDARD CLAUSES

9. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying 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.

10. 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).

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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

23. This agreement is exempt from the request for proposal process.

24. 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

1. 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:
- i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
- c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
- d. to ensure that its agents, including a subcontractor for which Sub-recipient has received prior written consent from State pursuant to "Standard Clauses" section 18 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.

- 2. 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.

3. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. IT STANDARDS:

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

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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").
38. 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).
39. 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? ☐ Yes ☐ No

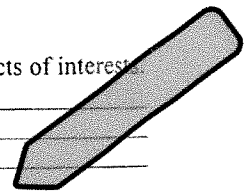
If you answered "YES," in the space provided below, please provide the link to your website where this information can be found.

- 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 your website where the audits can be found.

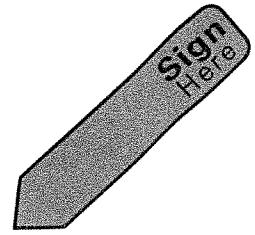
- 3) Have any conflicts of interest been identified pursuant to your organization's conflict of interest policy?
☐ Yes ☐ No

If you answered "YES," in the space provided below, please list any and all identified conflicts of interest



E. AUTHORIZED SIGNATURES:

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



Colleen Winter, Director
Division of Family and Community Health
Department of Health

Date

Sub-recipient Signature

Date

Print or Type Sub-recipient Name

Kari J. Williams
Administrator, Financial Management
Department of Health

Date

State Agency Coding:

CFDA#	10.557			
Company	2018	1000	1000	1000
Account	5206570	5206570	5206570	5206570
Program	0904004	0901001	0901001	0901001
Fund Src-subfund	113WC			
Dollar Total	\$9,140.00			

State Program Contact Person Emily Paulsen
Phone 773-4988

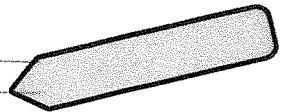
State Fiscal Contact Person Contract Accountant
Phone 605 773-3361

Sub-Recipient Program Contact Person _____
Phone _____

Sub-Recipient Program Email Address _____

Sub-Recipient Fiscal Contact Person _____
Phone _____

Sub-Recipient Fiscal Email Address _____



SD DEPARTMENT OF HEALTH-WIC PROGRAM MONTHLY EXPENDITURE REPORT

Contract #: 20SC090092

MONTH/YEAR SERVICES PROVIDED: June 2019

Note: Meals can't exceed state rates		* Note: 7/1/19 -5/31/20 rates subject to administrative rule approval			Mileage can't exceed state rate of \$.42 per mile	Lodging: Includes actual cost of lodging up to a maximum of: \$55 plus tax per day June 1- June 30 *\$75 plus tax per day July 1-May 31
6/1/19 - 6/30/19	*7/1/19 - 5/31/20		Leave before	Return after		
\$6	\$6	Bkfast	5:31 AM	7:59 AM	*Note: July 1 to May 31 rate subject to administrative rule approval	
\$11	\$14	Lunch	11:31 AM	12:59 AM		
\$15	\$20	Dinner	5:31 PM	7:59 PM		

CLERICAL TRAVEL TIME TO COVER ANOTHER CLINIC (113WC)				Mileage	Miles	Rate	Total
Site	Travel Hours	Rate Per Hr.	Total				\$ -
		\$ 18.29	\$ -				
		\$ 18.29	\$ -			Meals	Total
		\$ 18.29	\$ -				
Total			\$ -				
# of Trips to clinic				TOTAL CLINIC TRAVEL EXPENSES \$			

CLERICAL TRAINING EXPENSES (113WC)				Mileage	Miles	Rate	Total
Staff Name	Hrs. Traveled & Training Time	Rate per Hour	Total				\$ -
		\$ 18.29	\$ -				
		\$ 18.29	\$ -	Meals	Total	Lodging	Total
		\$ 18.29	\$ -				
		\$ 18.29	\$ -	NOTE: Training MUST be reported in SDWIC-IT before submitting expenses.			
Total		\$ -					

Training covering topics outside of WIC: Figure % of training that pertains to WIC and multiple that % by the total training costs.

List Training title, place & dates attended. If Regional training, list % of training costs charged to WIC:

TOTAL CLERICAL TRAINING EXPENSES: \$		-
--------------------------------------	--	---

CLERICAL SDWIC-IT FOCUS EXPENSES				(113WCS)	Mileage	Miles	Rate	Total
	Hrs. Traveled, meeting & Testing	Rate	Total					\$ -
Staff Name				Meals	Total	Dates of Meeting/Testing		
		\$ 18.29	\$ -					
		\$ 18.29	\$ -					
Total			\$ -					
				TOTAL SDWIC-IT FOCUS EXPENSES: \$ -				

I hereby certify the above expenses were incurred in activities approved under the contract with the S.D. Department of Health

TOTAL MONIES TO BE REIMBURSED \$ -

Regional Manager Signature _____ Date _____

Rev. 6/19

For Central Office Use:	113WC \$ -	113WCS \$ -	Total \$ -
-------------------------	------------	-------------	------------

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET				GIS	AS OF APRIL		19		LPBUD#	PAGE
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	%	20 REQUESTED	20 APPROVED		
4280.170 GIS PHONE	10100X4280170	3,706.35	4,841.22	4,023.14	4,190.24	1,100.00	341.02	31	1,100.00			
ACCOUNT TYPE TOTALS	42	12,390.33	12,751.93	13,335.77	12,826.01	10,690.00	2,410.99	23				
FUND TOTALS	10100	53,711.60	59,523.26	61,781.41	58,338.76	61,635.00	15,135.20	25				
DEPT TOTALS	170	53,711.60	59,523.26	61,781.41	58,338.76	61,635.00	15,135.20	25				
* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS												

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER STREET

HOT SPRINGS, SD 57747

PHONE: 745-5130, FAX: 745-6835

BID: 500 gallons of propane, Request for Bid, to be delivered on May 23, 2019

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95% propane, with other gases as per ASTM D-1835.

DATE: May 17, 2019

FROM: CBH Coop

PHONE: 745-5215

BID FOR: 500 gallons of propane, delivered to the County Courthouse.

AMOUNT OF BID (Including all applicable taxes and fees): decline today's bid

AUTHORIZED SIGNATURE: _____

DATE SIGNED: 5.17.19

NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 12:00 pm noon on Monday May 20, 2019, to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax/return this form with the words: "decline today's bid" on the line designated for the Bid Amount.

Thank You

Lyle Jensen, Maintenance Supervisor

05/17/2019 11:21 Fall River Co Auditor

(FAX) 16057456835

P.001/001

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER STREET

HOT SPRINGS, SD 57747

PHONE: 745-5130 FAX: 745-6835

BID: 500 gallons of propane, Request for Bid, to be delivered on May 23rd, 2019

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95% propane, with other gases as per ASTM D-1835.

DATE: May 17, 2019

FROM: P J'S Hide-Away

PHONE: 890-1010, Fax: 662-5757

BID FOR: 500 gallons of propane, delivered to the County Courthouse.

AMOUNT OF BID (including all applicable taxes and fees):

1.20

AUTHORIZED SIGNATURE:

W. L. Jensen

DATE SIGNED:

5/20/19

NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 12:00 pm noon on Monday May 20, 2019, to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax/return this form with the words: "decline today's bid" on the line designated for the Bid Amount.

Thank You

Lyle Jensen, Maintenance Supervisor

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER STREET

HOT SPRINGS, SD 57747

PHONE: 745-5130, FAX: 745-6835

BID: 500 gallons of propane, Request for Bid, to be delivered on May 23rd 2019

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95% propane, with other gases as per ASTM D-1835.

DATE: May 17, 2019

FROM: Nelson's Oil & Gas

PHONE: 745-4189

BID FOR: 500 gallons of propane, delivered to the County Courthouse.

AMOUNT OF BID (Including all applicable taxes and fees): \$ 1.19

AUTHORIZED SIGNATURE: 

DATE SIGNED: 5-20-19

NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 12:00pm noon on Monday May 20, 2019 to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax this form with the words: "Decline today's bid" on the line designated for the Bid Amount.

Thank You

Lyle Jensen

FALL RIVER COUNTY COURTHOUSE

906 N. RIVER STREET

HOT SPRINGS, SD 57747

PHONE: 745-5130 FAX: 745-6835

BID: 500 gallons of propane, Request for Bid, to be delivered on May 23, 2019

Specifications: Propane is to be HD-5 grade, 90% or greater propane, preferably 95% propane, with other gases as per ASTM D-1835.

DATE: 30 March 2016

FROM: Dakota Propane

PHONE: 745-5959, Fax: 745-7768

BID FOR: 500 gallons of propane, delivered to the County Courthouse.

AMOUNT OF BID (Including all applicable taxes and fees): 1.09 per gallon = \$545.00

AUTHORIZED SIGNATURE: [Signature]

DATE SIGNED: 5-20-19

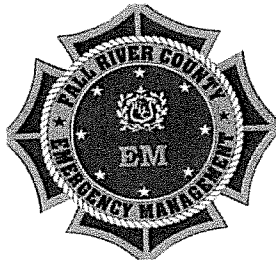
NOTE: All bids must be received in the Fall River County Auditor's Office at the above address (faxed or hand delivered), before 12:00pm noon on Monday May 20, 2019, to be considered, unless otherwise stated by the caller for bids.

If declining to bid please fax/return this form with the words: "decline today's bid" on the line designated for the Bid Amount.

Thank You

Lyle Jensen, Maintenance Supervisor

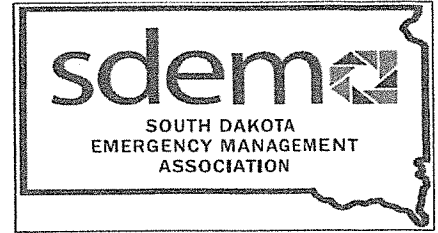
Accepted 5-20-19
[Signature]



*Emergency Management
Fall River County*

*Franklin W. Maynard CEM CFM
906 N. River St.
Hot Springs, SD 57747*


605 745-7562 605 890-7245 frem@awtc.net



Date: June 4, 2019

Subj: Commission Update

1. **PDM Update:** The names of the planning team have been sent to the contractor and the kick off meeting will be scheduled later this month or early in July. This meeting will provide the time table for completing the PDM update.
2. **PDA Information:** The recent round of rain and flooding has presented some issues on new damage, old damage and already repaired damage. I have attached a copy of the email from OEM. Also, I forwarded this information to the Highway Department. (attached)
3. **2019 Exercise:** Meetings are being held in preparation for the annual SLA required community full scale exercise.
4. **Region 4 and Civil Disturbance Meeting:** I attended the required Region 4 meeting in Sturgis on Wednesday, May 22, 2019. The Civil Disturbance meeting followed with all counties in western South Dakota in attendance. Discussion centered on preparation of resource lists, possible communication issues, etc. The next meeting is scheduled for June 13, 2019 at Sturgis.
5. **Fires & Incidents:**
5/19-5/31, 2019: Controlled burns (4)
528, 2019: Stock dam break, closing part of East South Shore Road. Other areas with issues are Lennon Road and Sand Road.


Franklin W. Maynard, CEM, CFM
Emergency Manager
Fall River County
906 N. River Street
Hot Springs, SD 57747

Frank Maynard Emg Mgr

From: South Dakota Office of Emergency Management County [SDOEMCO@LISTSERV.SD.GOV]
on behalf of Steen, Tyler [Tyler.Steen@STATE.SD.US]
Sent: Wednesday, May 29, 2019 12:09 PM
To: SDOEMCO@LISTSERV.SD.GOV
Subject: New Storm Damage
Attachments: Home-Business damage assessment.xlsx; IA Damage Assessment Matrix.pdf; Roads and Culverts Damage Assessment UPDATED.xlsx

Good afternoon,

Many of you have received new damage to new sites due to the recent storms. In order for us to determine if another PDA is necessary we need to get an approximate dollar amount from each county that has new damage. When we say new damage, we are only looking at areas that were not claimed in the first PDA or had been temporarily or permanently repaired and sustained damage again. If a site was already documented and now is a little deeper or wider, those sites should not be counted again, only new sites or damage to repaired areas should be documented. I would like to have an approximate dollar amount of new damage by Monday June 3rd to determine which counties would be included in a PDA. This does not mean I need the paperwork by Monday, only an estimate of how much new damage may be out there to determine if another PDA is necessary. Also, this will be considered a new incident period and would also need a new county declaration if a threshold is met or exceeded. The incident period would have started May 21 with the onset of significant snow and rain and would still be considered open due to multiple flood gauges sustaining a Major Flood Stage reading. However, we anticipate the incident period will close within the next few days.

Regarding Individual Assistance, we are getting preliminary reports that homes are sustaining both new damages from the current flooding and worsening damages coming off the previous flooding. The response to these is similar to that of PA – when collecting home damage info, only record damages that have been sustained during the recent flooding. This information will help us determine if an IA PDA needs to be conducted in your area.

I have attached the previously sent out IA damage info questionnaire with a new column to record when these damages were sustained. I have also attached the matrix you can use to determine the level of damages to the home. Additionally, I have attached a revised version of the Roads and Culverts Damage Assessment sheet to be used.

If you have any questions about Public Assistance, please contact myself, Colby Jensen, or Amanda VanderPlaats. If you have questions regarding Individual Assistance please contact Marissa Cronan.

Thank you

Tyler Steen

Recovery and Mitigation Manager
SD Office of Emergency Management
221 South Central Ave.
Pierre, SD 57501
605-773-3231



[Click here to complete a two question customer experience survey](#)

Emergency Management Institute



FEMA

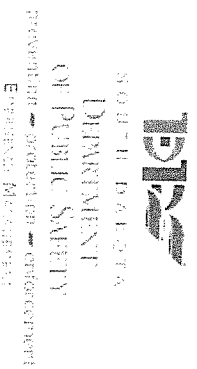
Certificate of Achievement

Presented to

Frank Maynard

Has reaffirmed through completion of the Advanced Professional Series a commitment to Standards of Excellence in Disaster Operations Skills.

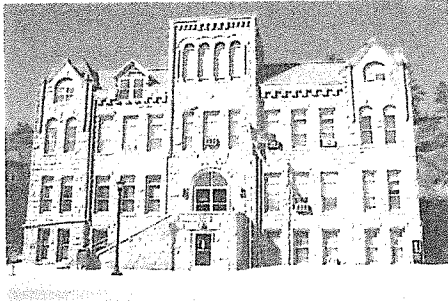
Awarded this 16th day of May 2019



Director

SD Office of Emergency
Management

5/31/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET		CORONER (FR)	AS OF MAY		19		19BUDW	PAGE
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	%	20 REQUESTED	20 APPROVED
4110.213 CORONERS SALARIES	10100X4110213	3,400.00	6,150.00	3,900.00	4,483.33	9,000.00	2,400.00	27		
4120.213 CORONERS SOC SEC	10100X4120213	260.10	470.49	298.36	342.98	689.00	183.61	27		
4140.213 WORKMAN'S COMP	10100X4140213	720.41	25.50	22.61	256.17	600.00	.00			
ACCOUNT TYPE TOTALS	41	4,380.51	6,645.99	4,220.97	5,082.49	10,289.00	2,583.61	25		
4228.213 CORONERS AUTOPIE	10100X4228213	13,301.00	14,563.00	13,064.00	13,642.67	13,561.00	8,144.00	60		
HAZMAT EXPENSES	10100X4229213	.00	.00	3,334.41	1,111.47	.00	.00			
CORONER SUPPLIES	10100X4260213	.00	82.47	.00	27.49	400.00	.00			
CORONER MILEAGE	10100X4270213	1,138.97	359.52	832.34	776.94	750.00	44.10	6		
ACCOUNT TYPE TOTALS	42	14,439.97	15,004.99	17,230.75	15,558.57	14,711.00	8,188.10	56		
FUND TOTALS	10100	18,820.48	21,650.98	21,451.72	20,641.06	25,000.00	10,771.71	43		
DEPT TOTALS	213	18,820.48	21,650.98	21,451.72	20,641.06	25,000.00	10,771.71	43		
* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS										
FINAL TOTALS		18,820.48	21,650.98	21,451.72	20,641.06	25,000.00	10,771.71			



FALL RIVER & OGLALA LAKOTA COUNTY TREASURER

906 North River Street
Hot Springs, SD 57747
Phone: 605-745-5145
Fax: 605-745-3530

REAL ESTATE TAX PAYMENT AGREEMENT

I, Roland Anfinson and Rita Anfinson, wish to enter into an agreement to make payments on our delinquent real estate taxes on the following parcels:

75220-00200-00800

Beginning June 30th, I agree to pay **\$300.00** per month towards my delinquent taxes on these parcels. This amount is due and payable monthly on the 30th day of each month. Additional funds may be added at any time. Taxes will be applied when adequate funds have been collected to apply to the oldest tax first, with the exception of the tax certificate year which will be applied last.

I further agree to keep all subsequent taxes current each April and October. I also agree that if I default on this agreement, that the county may start tax proceedings on these particular real estate parcels.

Dated this _____ day of _____, 2019

Roland Anfinson and Rita Anfinson

The Fall River County, South Dakota Treasurer's Office by and through its Treasurer, Kelli Rhoe, and the Fall River County Commissioners, hereby agrees to the above tax payment agreement.

Kelli R. Rhoe
Fall River County Treasurer

Fall River County Commissioner

Amount Delinquent as of May 31, 2019: \$6,849.37
Approximate payoff date: April 2021

5/24/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET			TREASURER'S OFFICE (FR)		AS OF MAY	19	LPBUDM	PAGE 1
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	%	20 REQUESTED	20 APPROVED
4110.142 TREAS SALARIES	10100X4110142	119,241.57	125,491.00	134,747.11	126,493.23	139,355.00	47,748.17	34		
4120.142 TREAS SOC SECURITY	10100X4120142	9,121.98	8,411.15	8,600.15	8,711.09	10,661.00	3,031.00	28		
4130.142 TREAS RETIREMENT	10100X4130142	7,080.69	7,059.78	8,084.83	7,408.43	8,362.00	2,864.90	34		
4140.142 WORKMAN'S COMP	10100X4140142	173.75	172.69	338.49	228.31	180.00	.00			
4150.142 TREAS HEALTH INS	10100X4150142	16,170.50	15,776.00	21,086.00	17,677.50	22,080.00	7,340.00	33		
REIMBURSEMENT BLUE CROSS	10100X4151142	.00	.00	.00	.00	.00	.00			
4160.142 UNEMPLOYMENT	10100X4160142	.00	.00	.00	.00	.00	.00			
4180.142 TREAS DENTAL INS	10100X4180142	1,901.15	1,820.25	2,386.55	2,035.98	2,427.00	809.00	33		
ACCOUNT TYPE TOTALS	41	153,689.64	158,730.87	175,243.13	162,554.55	183,065.00	61,793.07	34		
4210.142 INSURANCE	10100X4210142	124.41	126.89	97.92	116.41	130.00	.00			
4220.142 PROFESSIONAL SERVICES	10100X4220142	3,517.14	3,429.10	821.75	2,589.33	5,000.00	2,464.98	49		
4221.142 INVESTMENT FEES	10100X4221142	.00	.00	.00	.00	.00	.00			
4237.142 TREAS PUBLISHING	10100X4230142	1,535.36	720.83	1,584.71	1,280.30	2,500.00	679.59	27		
4241.142 POSTAGE LEASE	10100X4241142	611.67	815.56	2,746.94	1,391.39	2,000.00	210.89	11		
4260.142 TREAS SUPPLY	10100X4260142	5,490.84	5,312.53	7,660.59	6,154.65	6,000.00	4,123.33	69		
4261.142 LIC PLATE SUPPLIES	10100X4261142	.00	.00	.00	.00	.00	.00			

130.00

5000.00

1510.00

2000.00

6600.00 + 4210.00 = 10,810.00

(New Computers)

5/24/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET				TREASURER'S OFFICE (FR)	AS OF MAY	19	LEBUDW	PAGE 2
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	%	20 REQUESTED	20 APPROVED
4263.142 TREAS LEASE	10100X4263142	.00	.00	.00	.00	.00	.00			
4265.142 POSTAGE SUPPLY	10100X4265142	2,025.95	2,640.12	3,521.20	2,729.09	2,000.00	861.50	43	2000.00	
4270.142 TREAS TRAVEL	10100X4270142	501.60	456.10	1,151.94	703.21	1,000.00	228.00	23	1000.00	
4271.142 VEHICLE MAINTENANCE	10100X4271142	198.00	.00	23.46	73.82	.00	.00		add 100.00	
4280.142 TREAS PHONE	10100X4280142	2,752.62	4,528.00	3,686.49	3,655.70	1,000.00	297.08	30	1000.00	
4290.142 TAX DEED COSTS	10100X4290142	.00	.00	4,217.55	1,405.85	525.00	2,231.72	425	+ 4000.00	
ACCOUNT TYPE TOTALS	42	16,757.59	18,029.13	25,512.55	20,099.76	20,155.00	11,097.09	55		
4340.142 TREASURER EQUIP	10100X4340142	1,570.65	660.95	35.00	755.53	2,000.00	779.75	39		
ACCOUNT TYPE TOTALS	43	1,570.65	660.95	35.00	755.53	2,000.00	779.75	39		
FUND TOTALS	10100	172,017.88	177,420.95	200,790.68	183,409.84	205,220.00	73,669.91	36		
DEPT TOTALS	142	172,017.88	177,420.95	200,790.68	183,409.84	205,220.00	73,669.91	36		
* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS										
FINAL TOTALS		172,017.88	177,420.95	200,790.68	183,409.84	205,220.00	73,669.91			

Contingencies no later than - no deadline

Calculating Computer and IT costs for 2020

Any Computer not running Windows 10 needs to be replaced:

of old computers 5 x \$750 = 3,750.00

You will need one Office 365 subscription per every 5 computers

of computers _____ / 5 = _____ (round to nearest whole number unless you will share subscription with another office)

(previous answer) 1 x \$100 = 100.00

You will need one G suite user per office email

of email/users 5 x \$72.00 = 360.00

If you need added encryption for your email accounts

of email accounts _____ x \$180 = _____

Add up all the yellow fields: \$ 4,210.00 [Total]

2010 R 1560 RPKey: 12000 00706 01100
BASE YR 1989 MH ON LS/ PARC# 81900-00000-05850

Fall River County

Taxpayer: JUDA INC
Legal 1: LOTS 1,2,3,4, SE1/4NE1/4, LESS HWY,
Legal 2: LESS H1 OF 4.45 A,
Addn/Acr: 01/007/06 153.66
PropAddr: 27109 SD HIGHWAY 79
Escrow:
Address Change: TrsTrust: Copies?2/1 TxServc: Tendored Prior?
TAX AMOUNT USER \$ PAID BY RECEIPT DATE CHK# INTEREST ADVT FEES
1st: 1,435.06 RS 143506 1226 31711 1079
2nd: 1,435.06 TP 53019 108822 450
1st Payment Paid By: LEONA PERSHALL Tax Sale Yr: Cert#:
2nd Payment Paid By: NSF Check: Taxes Spc Assess
Paid In Protest: Sold & Assigned: County: 996.67
Paid As Subsequent: Dont Publish: Twp/City:
Pmt1Adj Pmt2Adj Sch Ag: 131.31
Current JUDA INC Sch NA/00 1706.24
Owner & C/O DM RANCH/LEONA HILLS Other: 35.90
Address 27109 SD HIGHWAY 79 Sp Asses:
2/21/19 BUFFALO GAP SD 57722-0000
F2=Special Assessments F1=TrsNote
Ttl Tax: 2870.12 Prv Yrs\$
Adj Tax: 1 .00
W/Fees: 3962.84 2 2527.78

\$5,223.41

Coming out of
Budget
for loc. tax

Taxpayer: JUDA INC

Legal 1: LOTS 1,2,3,4, SE1/4NE1/4, LESS HWY,

Legal 2: LESS H1 OF 4.45 A,

Addn/Acr: 01/007/06

PropAddr: 27109 SD HIGHWAY 79

Address Change:

TrsTrust:

Copies?2/1

TxServc:

Tendored Prior?

	TAX AMOUNT	USER	\$ PAID	BY RECEIPT	DATE	CHK#	INTEREST	ADVT	FEES
1st:	1,448.16	PG	271266	15089	111914		125500	450	500
2nd:	1,448.16	TP			53019		124297	450	

1st Payment Paid By: PD FROM TRS TRUST

2nd Payment Paid By:

Paid In Protest: Sold & Assigned: -

Paid As Subsequent: Dont Publish: -

Pmt1Adj Pmt2Adj

Current JUDA INC

Owner & C/O DM RANCH/LEONA HILLS

Address 27109 SD HIGHWAY 79

2/21/19 BUFFALO GAP

SD 57722-0000

F2=Special Assessments

F1=TrsNote

153.66 Fire Dst: 91 FIRE FIGHT FND
Escrow:

Tax Sale Yr:

Cert#:

NSF Check: -

Taxes

Spc Assess

County: -

996.52

Twp/City:

Sch Ag:

122.36

Sch NA/00

1742.00

Other:

35.44

Sp Asses:

		Prv Yrs\$
Ttl Tax:	2896.32	Pmt Still Due:
Adj Tax:		1 .00
W/Fees:	5408.29	2 2695.63

FALL RIVER COUNTY

Clarification of mid moth bills that are processed and then approved by the Board at the next meeting.

Culligan

Water

Utilities

Goldenwest Phone

City of Edgemont (Water)

City of Hot Springs (Water)

Black Hills Electric Co-op

Cheyenne Sanitation

School & Town Remittances

Ambulances

Cities

Fire Districts

Road Districts

Schools

Townships

Expenses that go to the State

SDACO (M&P)

SD Dept of Revenue

Shared bills with Oglala Lakota

Century Business (Copier)

Bruce Mastel (Treasurer)

Microfilm Imaging (Scanning Documents)

Reserve Account (Postage)

Quill (Supplies)

Credit Card Bill Due 1st of Month

Payroll Expenses

5/06/19

FALL RIVER COUNTY

3+ YEAR BUDGET WORKSHEET

SENIOR CITIZENS

(FR)EDGE

AS OF APRIL

19

LBRUM

PAGE

1

ACCOUNT
DESCRIPTION

GL#

16
ACTUAL17
ACTUAL18
ACTUAL3-YEAR
AVERAGE19
BUDGET19 YTD
ACTUAL20
REQUESTED20
APPROVED

280.525 EDG SEN CITIZ EXPENSE 10100X4280525

3,000.00

3,000.00

3,000.00

3,000.00

3,000.00

.00

3,000.00

ACCOUNT TYPE TOTALS

42

3,000.00

3,000.00

3,000.00

3,000.00

3,000.00

.00

FUND TOTALS

10100

3,000.00

3,000.00

3,000.00

3,000.00

3,000.00

.00

DEPT TOTALS

525

3,000.00

3,000.00

3,000.00

3,000.00

3,000.00

.00

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

FINAL TOTALS

3,000.00

3,000.00

3,000.00

3,000.00

3,000.00

.00

06/19

FALL RIVER COUNTY

3+ YEAR BUDGET WORKSHEET

CARE OF AGED

3-YEAR
AVERAGE

AS OF APRIL

19

LPEBDM

PAGE

1

ACCOUNT
DESCRIPTION

GL#

16
ACTUAL17
ACTUAL18
ACTUAL3-YEAR
AVERAGE19
BUDGET19 YTD
ACTUAL

%

20
REQUESTED20
APPROVED

0.433 PUBLIC TRANSPORTATION 10100X4260433

13,000.00

17,000.00

13,000.00

14,333.33

13,000.00

.00

1.433 EDGEWONT ELDERLY MEAL 10100X4261433

.00

2,100.00

2,500.00

1,533.33

2,500.00

.00

2.433 HOT SPRINGS ELDERLY M 10100X4262433

.00

5,275.00

3,800.00

3,025.00

2,800.00

.00

ACCOUNT TYPE TOTALS

42

13,000.00

24,375.00

19,300.00

18,891.67

18,300.00

.00

FUND TOTALS

10100

13,000.00

24,375.00

19,300.00

18,891.67

18,300.00

.00

DEPT TOTALS

433

13,000.00

24,375.00

19,300.00

18,891.67

18,300.00

.00

= BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

FINAL TOTALS

13,000.00

24,375.00

19,300.00

18,891.67

18,300.00

.00

2500.00

2019 Edgemont Senior Meals Budget

		Expenses	Income	Total
Expenses				
Meal Ticket	12- 20 punch meal ticket @\$3.00 a meal	\$ 60.00		\$ 720.00
Meals	52 - individual meals	\$ 3.00		\$ 156.00
WSD Senior Service	Our portion of elderly meal match per month	\$ 312.50		\$ 3,750.00
	ToGo Box of 200 x 3	\$ 100.00		\$ 100.00
	Freezer Bags	\$ 50.00		\$ 50.00
	ToGo Coffe Cups & lids	\$ 85.00		\$ 85.00
	Edgemont Senior Center - Kitchen Cleaning	\$ 250.00		\$ 250.00
	Schwan's Treats	\$ 156.00		\$ 156.00
Total Expenses				\$ 5,267.00
Income				
	Personal Donations over 12 months		\$ 360.00	\$ 360.00
	City of Edgemont yearly		\$ 2,000.00	\$ 2,000.00
	Fall River Housing per quarter		\$ 100.00	\$ 400.00
	Fund Raisers - 3 per year		\$ 175.00	\$ 525.00
	1st Insterstate Bank Foundation		\$ 200.00	\$ 200.00
	Fall River County yearly		\$ 2,500.00	\$ 2,500.00
Total Income				\$ 5,985.00

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET						CARE OF AGED	AS OF APRIL		19	LPBUD#	PAGE
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	%	20 REQUESTED	20 APPROVED			
4260.433 PUBLIC TRANSPORTATION 10100X4260433		13,000.00	17,000.00	13,000.00	14,333.33	13,000.00	.00						
4261.433 EDGEWONT ELDERLY MEAL 10100X4261433		.00	2,100.00	2,500.00	1,533.33	2,500.00	.00						
4262.433 HOT SPRINGS ELDERLY M 10100X4262433		.00	5,275.00	3,800.00	3,025.00	2,800.00	.00						
ACCOUNT TYPE TOTALS	42	13,000.00	24,375.00	19,300.00	18,891.67	18,300.00	.00						
FUND TOTALS	10100	13,000.00	24,375.00	19,300.00	18,891.67	18,300.00	.00						
DEPT TOTALS	433	13,000.00	24,375.00	19,300.00	18,891.67	18,300.00	.00						
* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS													

2,885⁰⁰

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

2,888⁴²

Hot Springs Housing & Redevelopment Commission
201 South River Street
Hot Springs, SD 57747
(605) 745-4067

May 3, 2019

Fall River County Commissioners
906 North River Street
Hot Springs, SD 57747

Re: Hot Springs Elderly Meals Program
Fall River County Grant – 2020

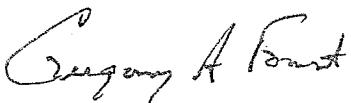
Dear Commissioners:

Pursuant to the April 26, 2019, letter from Sue Ganje, please consider this letter to be the initial request from the above-reference program for the budget process for 2020 grant assistance. We are requesting the same amount for 2020 that was approved for 2019 - \$2,800.00.

The transition from meals provided through the State Veteran's Home contract catering firm, L'Aviands, to the Western South Dakota Senior Services program, also known more recently as Meals On Wheels Western South Dakota, kitchen in Rapid City has been quite successful and the participant numbers have increased since the transition. The obvious down-side of this transition has been an increase in the number of "snow days" this winter with no delivery of meals from Rapid City, but the local staff with direction from the Rapid City office, had alternative plans in place for most of those days. I will provide more specific information on participation numbers and "snow days" results when I meet with you during the budget hearing process.

We appreciate your continuing support of this very worthy program and we request your consideration of our request for the calendar year of 2020.

Sincerely,



Gregory A Foust
Local Site Council Treasurer

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	SENIOR CITIZENS (FR) OEL	AS OF APRIL	19	LPBUDN	PAGE			
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	%	20 REQUESTED	20 APPROVED
280.527 GELRICHS SENIOR CITIZ 10100X4280527		1,100.00	1,525.00	1,500.00	1,375.00	2,000.00	2,000.00	100	2,000	
ACCOUNT TYPE TOTALS	42	1,100.00	1,525.00	1,500.00	1,375.00	2,000.00	2,000.00	100	2,000	
FUND TOTALS	10100	1,100.00	1,525.00	1,500.00	1,375.00	2,000.00	2,000.00	100	2,000	
DEPT TOTALS	527	1,100.00	1,525.00	1,500.00	1,375.00	2,000.00	2,000.00	100	2,000	
= BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS										

MAY 02 2019

May 20 2019 8:53AM HP LASERJET FAX
Dec. 30. 2014 11:54AM Fall River County Highway Dept.

605-662-5757
No. 2000 r. 4

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 605-745-5912

PHONE # 605-745-5137

DATE: 5/20/19
FROM: Hi-D-Way PHONE: 890-1010
BID FOR: PROPANE
AMOUNT OF BID: \$ 1.25

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: William Tamm

NOTE: All faxed bids must be received in the Fall River County Highway Dept. office at the above number by 12pm on the call date.

If declining to bid, please fax back this form with the words "Decline today's bid" on the line designated for the Bid Amount.

THANK YOU

05/20/2019 09:13 Nelson's Oil & Gas Hot Springs

(FAX)6057454188

P.001/001

Rx Date/Time MAR-03-2011(THU) 10:26
Mar. 3. 2011 9:27AM Fall River County Highway Dept.

No. 0716 P. 2

P. 002

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 605-745-5912

PHONE # 605-745-5137

DATE: 5-20-19
FROM: Nelson's Oil & Gas PHONE: (605) 745-4189
BID FOR: PROPANE: (To top off 2) 1000 ga. tanks in Hot Springs and 1) 500 ga. tank in Edgemont)
AMOUNT OF BID: \$ 1.199 per gal. Leak Test 40⁰⁰

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES) if out.

Signed By: [Signature]

NOTE: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before the time deadline as stated by the caller for bids

If declining to bid please fax back this form with the words; "Decline today's bid" on the line designated for the Bid Amount.

THANK YOU

FAXED BID:

TO: FALL RIVER COUNTY HIGHWAY DEPT.

FAX # 605-745-5912

PHONE # 605-745-5137

Accepted
5/20/2019

Kn


DATE: 5-20-19

FROM: Dakota propane **PHONE:** 745-5959

BID FOR: PROPANE:

AMOUNT OF BID: 1.09 per gallon = \$2,180.⁰⁰ for 2000 gallons

(THIS BID INCLUDES ALL APPROPRIATE TAXES AND FEES)

Signed By: 

NOTE: All faxed bids must be received in the Fall River County Highway Dept. office at the above number by 12pm on the call date.

If declining to bid, please fax back this form with the words "Decline today's bid" on the line designated for the Bid Amount.

THANK YOU

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	CO. RD & BR. ADM.	(FY)	AS OF	APRIL	19	LPBUDM	PAGE
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	20 REQUESTED	20 APPROVED
110.310 CRBR ADMN SALARIES	20100X4110310	82,215.21	67,336.79	88,241.51	79,264.50	90,176.00	22,749.60	94,000.00	
120.310 CRBR ADMN SOC SEC	20100X4120310	6,289.46	5,151.27	6,750.48	6,063.74	6,966.00	1,740.35	6,000.00	
130.310 CRBR ADMN RETIREMENT	20100X4130310	4,932.90	4,040.18	5,294.46	4,755.85	5,463.00	1,364.97	5,000.00	
140.310 CRBR ADMN WORK COMP	20100X4140310	1,450.24	1,439.34	1,347.91	1,412.50	1,450.00	.00	1,500.00	
150.310 CRBR ADMN HEALTH INS	20100X4150310	4,128.50	4,206.50	4,288.50	4,207.83	4,416.00	1,101.00	4,500.00	
FEINB OF BLUE CROSS DEDUCTIBLE	20100X4151310	.00	.00	.00	.00	.00	.00		
160.310 UNEMPLOYMENT	20100X4160310	.00	.00	.00	.00	.00	.00		
180.310 CRBR ADMN DENTAL INS	20100X4180310	970.80	849.45	970.80	930.35	971.00	242.70	1,000.00	
ACCOUNT TYPE TOTALS	41	99,987.11	83,023.53	106,893.66	96,634.77	109,442.00	27,198.62	25	
1210.310 CRBR BDLG INS	20100X4210310	.00	.00	.00	.00	.00	.00		
1220.310 CRBR PROF SVC	20100X4220310	36.00	376.00	.00	137.33	.00	.00		
1120.310 CRBR ADMN PUBL	20100X4230310	1,645.49	959.19	1,212.90	1,272.53	1,000.00	402.28	1,300.00	
241.310 POSTAGE METER ADMIN	20100X4241310	.00	.00	.00	.00	150.00	.00	150.00	
1250.310 CRBR ADMN REPAIRS	20100X4250310	144.00	.00	3,169.00	1,104.33	1,600.00	144.00	600.00	
1260.310 CRBR ADMN SUPPLIES	20100X4260310	7,743.81	3,623.56	539.97	3,969.11	6,000.00	76.88	6,000.00	
270.310 CRBR ADMN TRAVEL	20100X4270310	1,273.29	1,785.94	1,429.02	1,496.08	2,000.00	.00	2,000.00	

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	CO. RD & BR ADM.	(PR)	AS OF APRIL	19	19 YTD	%	LPBUDW	20	PAGE
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL		REQUESTED	20 APPROVED	
280.310 CRBR ADMN UTILITIES	20100X4280310	16,632.21	16,926.81	23,707.44	19,088.82	30,000.00	7,427.22	25	30,000.00		
290.310 UNIFORM	20100X4290310	.00	.00	.00	.00	.00	.00				
293.310 CLOTHING ALLOWANCE	20100X4293310	200.00	.00	150.00	116.67	300.00	.00		300.00		
ACCOUNT TYPE TOTALS	42	27,674.80	23,671.50	30,208.33	27,184.88	41,050.00	8,050.38	20	30,000.00		
340.310 CRBR ADMN EQUIP	20100X4340310	900.00	1,299.00	825.00	1,008.00	2,000.00	.00		3,000.00		
ACCOUNT TYPE TOTALS	43	900.00	1,299.00	825.00	1,008.00	2,000.00	.00				
FUND TOTALS	20100	128,561.91	107,994.03	137,926.99	124,827.64	152,492.00	35,249.00	23			
DEPT TOTALS	310	128,561.91	107,994.03	137,926.99	124,827.64	152,492.00	35,249.00	23			

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	CO. RD & BR. CONST. (FR)	AS OF APRIL	19	19 YTD	%	LPRUDM	20	PAGE	62
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL		REQUESTED	APPROVED	
1110.311 CRBR SALARIES	20100X4110311	319,009.24	369,147.60	325,173.61	337,776.82	361,747.00	87,925.91	24	350,000.		
1120.311 CRBR SOC SEC	20100X4120311	24,752.64	26,525.54	24,468.33	25,248.84	26,503.00	6,490.92	24			
1030.311 CRBR RETIREMENT	20100X4130311	19,343.99	21,126.83	19,556.22	20,009.01	20,786.00	5,275.57	25			
1140.311 CRBR WORK COMP	20100X4140311	17,012.68	17,079.16	15,543.40	16,545.08	17,013.00	.00				
1150.311 CRBR HEALTH INS	20100X4150311	36,469.50	37,152.00	36,457.50	36,693.00	39,744.00	9,909.00	25			
1151.311 REIMB OF B/C DEDUCT	20100X4151311	.00	.00	.00	.00	.00	.00				
1160.311 UNEMPLOYMENT	20100X4160311	.00	.00	.00	.00	.00	.00				
1180.311 CRBR DENTAL INS	20100X4180311	4,247.21	4,409.05	4,125.90	4,260.72	4,369.00	1,092.15	25			
ACCOUNT TYPE TOTALS	41	420,835.26	475,440.18	425,324.96	440,533.47	470,162.00	110,693.55	24			
1210.311 CRBR INS	20100X4210311	20,296.49	18,356.02	15,705.35	18,119.29	16,000.00	.00		10,000		
1220.311 PROF SVC	20100X4220311	142.00	740.00	4,161.00	1,681.00	10,000.00	.00		10,000		
1230.311 PUBLICATIONS	20100X4230311	.00	.00	25.23	8.41	1,500.00	106.56	7	1,500		
1240.311 EQUIP RENT RATE	20100X4240311	3,817.00CR	.00	881.00CR	1,566.00CR	.00	.00				
1241.311 POSTAGE METER CRBR	20100X4241311	.00	.00	.00	.00	.00	.00				
1250.311 CRBR REPAIR	20100X4250311	165,494.05	74,169.08	57,492.59	99,051.91	150,000.00	11,393.45	8	150,000		
251.311 ROAD PROJECTS	20100X4251311	667,377.09	136,944.92	601,177.75	468,499.92	500,000.00	8,560.08	2	500,000.		

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	CO. RD & BR. CONST. (FR)	AS OF APRIL	19	19 YTD	%	LPBUDW	20	PAGE	63
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL		REQUESTED	20	APPROVED
260.311 CRBR SUPPLIES	20100X4260311	88,294.91	48,923.58	36,637.12	57,951.87	70,000.00	12,687.53	18	75,000.00		
261.311 CRBR FUEL	20100X4261311	92,671.00	156,873.28	192,611.36	147,385.21	250,000.00	36,972.98	15	50,000.00		
270.311 CRBR TRAVEL	20100X4270311	867.97	102.00	75.00	348.32	300.00	.00		500.00		
290.311 DUST CONTROL	20100X4290311	26,043.60	.00	23,461.62	16,501.74	33,000.00	.00	33	23,000.00		
291.311 SALES TAX	20100X4291311	.00	.00	.00	.00	.00	.00		1,250.00		
293.311 CLOTHING ALLOWANCE	20100X4293311	700.00	1,428.34	1,200.00	1,109.45	1,350.00	450.00	33	1,250.00		
ACCOUNT TYPE TOTALS	42	1,058,070.11	437,537.22	931,666.02	809,091.12	1,032,150.00	70,170.60	7			
300.311 CRBR ASSETS	20100X4300311	.00	.00	.00	.00	.00	.00				
340.311 CRBR EQUIP	20100X4340311	402,958.95	198,094.00	384,896.43	328,649.79	500,000.00	.00		500,000.00		
390.311 CRBR GRAVEL	20100X4390311	164,450.15	.00	218,071.20	127,507.12	250,000.00	.00		300,000.00		
ACCOUNT TYPE TOTALS	43	567,409.10	198,094.00	602,967.63	456,156.91	750,000.00	.00				
FUND TOTALS	20100	2,046,314.47	1,111,071.40	1,959,958.61	1,705,781.49	2,252,312.00	180,864.15	8			
DEPT TOTALS	311	2,046,314.47	1,111,071.40	1,959,958.61	1,705,781.49	2,252,312.00	180,864.15	8			

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

ACCOUNT DESCRIPTION GL# ACTUAL ACTUAL ACTUAL 3-YEAR AVERAGE BUDGET 19 YTD ACTUAL REQUESTED APPROVED

4260.434 SPOUSE ABUSE PAYMENT 22900X4290434 5,754.50 7,000.00 5,911.00 6,221.83 7,000.00 .00 \$7,000

ACCOUNT TYPE TOTALS 42 5,754.50 7,000.00 5,911.00 6,221.83 7,000.00 .00

FUND TOTALS 22900 5,754.50 7,000.00 5,911.00 6,221.83 7,000.00 .00

DEPT TOTALS 434 5,754.50 7,000.00 5,911.00 6,221.83 7,000.00 .00

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS



TO: Sue Ganje
FROM: Extension Office/Karen
RE: 2020 Budget
DATE: May 7, 2019

We have been advised that the 2020 Fall River portion of the SDSU 4-H Advisor Salary will be \$10,310.00. We have listed that on our budget request. We have been advised that we should receive the hard copy within the next couple of days.

If you have any questions, please call.

Thanks.

Karen

SDSU/FALL RIVER COUNTY EXTENSION * 709 Jensen Hwy, Suite B * Hot Springs, South Dakota 57747

Making a Difference

South Dakota State University, South Dakota Counties and U.S. Department of Agriculture Cooperating. South Dakota State University is an Affirmative Action/Equal Opportunity Employer (Male/Female) and offers all benefits, services, education and employment opportunities without regard for ancestry, race, citizenship, color, creed, religion, gender, disability, national origin, sexual preference, or Vietnam Era veteran status.

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET		COUNTY EXTENSION		AS OF APRIL		19	LPBUDM	PAGE
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	%	20 REQUESTED	20 APPROVED
4110.611 CO EXT SALARIES	10100X4110611	25,505.91	26,473.41	27,251.93	26,410.42	27,533.00	9,814.31	36		
4120.611 CO EXT SOC SEC	10100X4120611	2,041.62	1,971.21	1,992.57	2,001.80	2,107.00	638.55	30		
4130.611 CO EXT RETIREMENT	10100X4130611	1,530.36	1,936.26	1,635.12	1,700.58	1,652.00	588.86	36		
4140.611 WORKMAN'S COMP	10100X4140611	34.75	17.28	33.85	28.63	35.00	.00			
4150.611 CO.EXT HEALTH INS	10100X4150611	2,868.50	2,944.55	3,001.95	2,938.33	3,092.00	1,101.00	36		
REIMBURSEMENT BLUE CROSS	10100X4151611	.00	.00	.00	.00	.00	.00			
4160.611 UNEMPLOYMENT	10100X4160611	.00	.00	.00	.00	.00	.00			
4H/YOUTH ADVISOR SALARY	10100X4161611	9,160.00	9,435.00	9,718.00	9,437.67	10,010.00	3,653.00	36		
4180.611 CO.EXT DENT INS	10100X4180611	339.78	339.78	339.78	339.78	340.00	121.35	36		
ACCOUNT TYPE TOTALS	41	41,480.92	43,117.49	43,973.20	42,857.20	44,769.00	15,917.07	36		
4210.611 INSURANCE	10100X4210611	252.36	264.94	373.66	296.99	265.00	.00		Set by Auditor	
4240.611 RENTALS - INTERNET	10100X4240611	.00	.00	33.75	11.25	50.00	.00		\$50.00	
4241.611 POSTAGE LEASE	10100X4241611	101.94	135.92	33.98	90.61	170.00	.00		Set by Auditor	
4250.611 REPAIRS & MAINTENANCE	10100X4250611	.00	.00	.00	.00	.00	.00			
4260.611 CO EXT SUPPLY	10100X4260611	1,246.06	1,397.29	1,640.27	1,427.87	1,825.00	309.28	17	\$1825.00	
4261.611 CO EXT POSTAGE	10100X4261611	378.00	246.00	255.60	293.20	500.00	.00		\$500.00	

****\$10,310.00**

Set by Auditor

\$50.00

Set by Auditor

\$1825.00

\$500.00

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET				COUNTY EXTENSION			AS OF APRIL		19	LPBUDM	PAGE
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	20 REQUESTED	APPROVED				
4262.611 GRANTS	10100X4262611	.00	.00	.00	.00	.00	.00						
4263.611 CO EXT REIM SUPPLY	10100X4263611	.00	.00	.00	.00	.00	.00						
4264.611 COMMUNITY AGING GRANT	10100X4264611	.00	.00	.00	.00	.00	.00						
4261.611 POSTAGE SUPPLY	10100X4265611	54.45	8.50	.00	20.98	.00	.00						
4270.611 CO EXT TRAVEL	10100X4270611	2,757.20	2,503.75	1,799.69	2,353.55	3,000.00	122.95	4				\$3000.00	
4271.611 CO EXT BRD	10100X4271611	125.00	.00	.00	41.67	.00	.00						
4280.611 CO EXT PHONE	10100X4280611	3,657.62	5,450.83	4,169.20	4,425.88	1,200.00	431.34	36				Set by Auditor	
ACCOUNT TYPE TOTALS	42	8,572.63	10,007.23	8,306.15	8,962.00	7,010.00	863.57	12					
4340.611 CO EXT EQUIP	10100X4340611	2,656.55	2,513.29	1,726.36	2,298.73	3,000.00	440.00	15				\$3000.00	
ACCOUNT TYPE TOTALS	43	2,656.55	2,513.29	1,726.36	2,298.73	3,000.00	440.00	15					
FUND TOTALS	10100	52,710.10	55,638.01	54,005.71	54,117.94	54,779.00	17,220.64	31					
DEPT TOTALS	611	52,710.10	55,638.01	54,005.71	54,117.94	54,779.00	17,220.64	31					
* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS													

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

The 4-H/Extension Office requests no increases for 2020.

****Hard copy 2020 Rates for 4-H Advisor Salary Share will submitted as soon as it is received from SDSU Extension.**

5/6/2019

Erin McGlumphy, 4-H/Youth Program Advisor

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	4/H LEADERS ASSOCIATION	AS OF APRIL	19	19 YTD	8	20	PAGE 90
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	REQUESTED	APPROVED
4291.524 FAIR/4H ACHIEVEMENT	10100X4291524	2,900.00	2,900.00	2,900.00	2,900.00	2,900.00	.00		
ACCOUNT TYPE TOTALS	42	2,900.00	2,900.00	2,900.00	2,900.00	2,900.00	.00		
FUND TOTALS	10100	2,900.00	2,900.00	2,900.00	2,900.00	2,900.00	.00		
DEPT TOTALS	524	2,900.00	2,900.00	2,900.00	2,900.00	2,900.00	.00	\$2900.00	

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS


Erin McGlumphy 4-H/Youth Program Advisor

5/6/2019



350 Elk Street | Rapid City, SD 57701 | 605.343.7262
www.BMSCares.org

May 3, 2019

County Auditors Office
Fall River County Commissioners
Fall River County Courthouse
906 N. River Street
Hot Springs, SD 57747

Dear Commissioners:

I would like to take this opportunity to thank you for supporting Behavior Management Systems in the past. We appreciate your commitment in helping us offer quality behavioral health services to the people of Fall River County.

To allow us to continue to provide the current level of service, we are requesting \$7,500 for this budget year from your county, the same amount you allocated to us in calendar year 2019. During the first ten months of our fiscal year (July 1, 2018 to April 30, 2019) we have served 157 clients from Fall River County. Over half of these clients (approximately 66%) have an annual family income of \$20,000 or less; 53 persons are children under the age of 18; and the remainder is adults. Your subsidy will assist us in continuing to provide services to these individuals still receiving services as well as other Fall River County residents in need of future services. Additionally, we have provided staff to assist Fall River County residents to obtain discounted or free psychiatric medications valued in excess of **\$6,750 per month**. This is a direct savings to Fall River County as these are clients who do not have any other means to pay.

I have enclosed information regarding our programs and services. If you have any questions regarding these services or any other questions about Behavior Management Systems, please call me at our Elk Street office. We welcome the opportunity to attend a meeting, at your convenience, to further explain our services.

Support from your county is critical for us to maintain needed services. We sincerely appreciate your continued support of Behavior Management Systems.

Sincerely,

A handwritten signature in dark ink, appearing to read "Linda Reidt Kilber". The signature is fluid and cursive, written over the printed name.

Linda Reidt Kilber
CEO

Enclosure

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET	MENTAL HEALTH CENTER			AS OF APRIL	19	LPEUCH		PAGE 83
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	20 REQUESTED	20 APPROVED	
4291.444 W.R. MENTAL HEALTH	10100K4291444	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	100		
ACCOUNT TYPE TOTALS	42	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	100	\$7,500	
FUND TOTALS	10100	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	100		
DEPT TOTALS	444	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	100		

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Calendar Year 2020
Fall River County
Requested Amount: \$7,500



Alanna Seljeskog, CFO
05/03/2019
Behavior Management Systems, Inc.



Our Services

Counseling Services: Counseling from a trained professional is a proven method of dealing with emotional and behavioral problems that often seem overwhelming. Our outpatient counselors are all master's level professionals with years of experience in a variety of areas including but not limited to depression, anxiety, grief and loss, marriage & family issues, adjustment to divorce, attention deficit hyperactivity disorder (ADHD), teen problems, and suicide and crisis intervention. We also offer a number of groups covering a variety of topics. Please contact us to find out which groups we are currently offering.

CARE/Impact: The CARE program serves adults recovering from a severe and persistent mental illness on an outreach basis, usually in the client's home or other community setting. The CARE team includes therapists, case managers, psychiatrists and Certified Nurse Practitioners. Individualized treatment planning allows us to support client's progress towards meeting their personal goals. Case managers work with the client and others to see that basic needs are met such as obtaining medical and dental services, locating safe, clean, affordable housing, finding assistance from social services agencies, understanding the community transportation system, maintaining personal hygiene, assistance with medication management, performance of household chores, budgeting, and developing social and independent living skills. Group therapy is another service provided by the CARE team and is often the treatment of choice for many individuals. In addition, we believe employment is a key step in gaining independence, but for many adults with a severe mental illness, finding and keeping a job can be extremely difficult. Through our Vocational Program, we encourage clients to choose, get, and keep the job of their choice. Our training program covers work place attitude, interviewing techniques, skill identification, communication skills, and compiling information for a resume or application.

Residential: Our Residential program provides a safe living environment for adults recovering from major mental illnesses by helping individuals acquire the skills needed to successfully live independently. Through a structured environment, we assist clients with social and recreational activities, provide education on basic living skills, and ensure medication is properly administered. The goal of this program is to help clients transition into their own living arrangements.

Family Pathways: Family outreach services provide treatment to children and adolescents with serious emotional or behavioral problems in the family setting and with family participation. Services are available to the child, their parents or guardian, and any siblings or other household members. Counselors work in families' homes, schools, and in other community settings to make sure these young people get intensive counseling and support from a variety of service providers. Family Pathways serves children from birth to age 18.

Full Circle: Full Circle is a residential substance abuse treatment and prevention program designed for pregnant women and mothers with alcohol and/or drug problems which are impacting their ability to be a good parent. While living in our facility, these women receive intensive inpatient treatment in the following areas: Alcohol and drug abuse treatment; prenatal care; proper nutrition; education on parenting skills; and support working through family issues such as communication and domestic abuse. They also receive case management to link with other needed community services, including childcare and housing; and continued care in a residential facility during their pregnancy and following the birth of their baby.

Alcohol & Drug Treatment: Behavior Management Systems provides outpatient services to those suffering from abuse or dependence to alcohol or other drugs. Services currently being offered are chemical dependency assessments and individual outpatient counseling services.

Psychiatric Services: Medication can be highly effective in treating the symptoms of mental illness. We have a psychiatrist and Certified Nurse Practitioners on staff who provide psychiatric assessment and follow up services who are knowledgeable about which medications are helpful for which symptoms as well as being aware of potential side effects and drug interactions.

Crisis Care Center: Behavior Management Systems operates the Crisis Care Center in collaboration with the Black Hills Mental Health & Substance Abuse Change Collaborative. The Center operates 24/7, 365 days per year and is staffed by qualified mental health professionals. It provides mental health and substance abuse crisis intervention, stabilization and follow up care to adults 18 years of age and older. Community case management services are available to link clients to ongoing community resources once they have stabilized from their crisis.

Please contact us at one of our five locations if you have questions or would like to schedule an appointment.

Rapid City

350 Elk Street
343-7262

Counseling Services,
Family Pathways,
Psychiatric Services,
Full Circle,
Alcohol & Drug
Treatment

Rapid City

111 North Street
343-0650

CARE/Impact,
Residential,
Psychiatric Services

Rapid City

321 Kansas City Street
394-6128

Crisis Care Center

Spearfish

623 Dahl Road
642-2777

Counseling Services,
Family Pathways,
CARE,
Psychiatric Services,
Alcohol & Drug
Treatment

Hot Springs

Canyon View Circle 3
745-6222

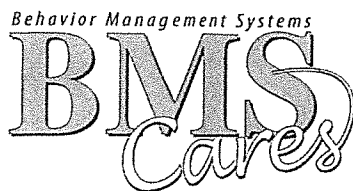
Counseling Services,
Family Pathways,
CARE,
Psychiatric Services

4/19/19	FALL RIVER COUNTY	3+ YEAR BUDGET WORKSHEET			MENTAL HEALTH CENTER		AS OF APRIL		19	LPRUDH	PAGE
ACCOUNT DESCRIPTION	GL#	16 ACTUAL	17 ACTUAL	18 ACTUAL	3-YEAR AVERAGE	19 BUDGET	19 YTD ACTUAL	%	20 REQUESTED	20 APPROVED	
1291.444 N.R. MENTAL HEALTH	10100X4291444	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	100			
ACCOUNT TYPE TOTALS	42	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	100	\$7,500		
FUND TOTALS	10100	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	100			
DEPT TOTALS	444	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	100			
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Calendar Year 2020
 Fall River County
 Requested Amount: \$7,500

Oliver Whipple

Alanna Seleskog, CFO
 05/03/2019
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Rapid City

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343-7262
Counseling Services,
Family Pathways,
Psychiatric Services,
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Alcohol & Drug
Treatment

Rapid City

111 North Street
343-0650
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Rapid City

321 Kansas City Street
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623 Dahl Road
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Counseling Services,
Family Pathways,
CARE,
Psychiatric Services,
Alcohol & Drug
Treatment

Hot Springs

Canyon View Circle 3
745-6222
Counseling Services,
Family Pathways,
CARE,
Psychiatric Services



350 Elk Street | Rapid City, SD 57701 | 605.343.7262
www.BMSCares.org

May 3, 2019

County Auditors Office
Fall River County Commissioners
Fall River County Courthouse
906 N. River Street
Hot Springs, SD 57747

Dear Commissioners:

I would like to take this opportunity to thank you for supporting Behavior Management Systems in the past. We appreciate your commitment in helping us offer quality behavioral health services to the people of Fall River County.

To allow us to continue to provide the current level of service, we are requesting \$7,500 for this budget year from your county, the same amount you allocated to us in calendar year 2019. During the first ten months of our fiscal year (July 1, 2018 to April 30, 2019) we have served 157 clients from Fall River County. Over half of these clients (approximately 66%) have an annual family income of \$20,000 or less; 53 persons are children under the age of 18; and the remainder is adults. Your subsidy will assist us in continuing to provide services to these individuals still receiving services as well as other Fall River County residents in need of future services. Additionally, we have provided staff to assist Fall River County residents to obtain discounted or free psychiatric medications valued in excess of **\$6,750 per month**. This is a direct savings to Fall River County as these are clients who do not have any other means to pay.

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Sincerely,

Linda Reidt Kilber
CEO

Enclosure

ACCOUNT DESCRIPTION GL# ACTUAL 16 ACTUAL 17 ACTUAL 18 3-YEAR AVERAGE BUDGET 19 19 YTD ACTUAL REQUESTED 20 APPROVED

4291.444 W. R. MENTAL HEALTH 10100X4291444 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 100

ACCOUNT TYPE TOTALS 42 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 100 \$7,500

FUND TOTALS 10100 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 100

DEPT TOTALS 444 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 7,500.00 100

* = BUDGET INCLUDES TRANSFERS AND/OR SUPPLEMENTS

Calendar Year 2020
Fall River County
Requested Amount: \$7,500

Olivia Wheeler

Alanna Seljeskog, CFO
05/03/2019
Behavior Management Systems, Inc.

May 23, 2019

The Honorable Craig Pfeifle
Seventh Judicial Court Presiding Judge
P.O. Box 230
Rapid City SD 57709-0230

Dear Judge Pfeifle:

Thank you for your letter of May 6th. I was disappointed that you see fit to require the enhanced instead of standard South Dakota concealed gun permit. The concern is that our younger employees will forego self-protection because of the cost, training and time requirement to obtain the enhanced permit. Based on Lyle Jenson's survey, I would guess that of the ten employees that indicated an interest in carrying, only three already have the enhanced permits. However, three armed employees provide some level of protection to an otherwise possibly unprotected courthouse staff and the remaining seven would have the opportunity of taking the enhanced training to be able to provide for their own self-protection.

After consulting with the Sheriff, other commissioners, and a few employees, let me propose the following motion in accordance with your requirements: That county employees, who are not otherwise barred, are allowed to carry guns and knives in the courthouse under the following conditions: 1) Employees shall provide the Sheriff in writing of their intent to carry while at the courthouse; 2) Employees shall keep their guns and knives on or within five feet of their persons; 3) Employees carrying guns in the courthouse shall possess a valid South Dakota Enhanced Concealed Carry Permit; 4) Employees shall not carry in the courtroom when court is in session.

This appears to meet your requirements. As written, this will permit employees to carry their pocket knives without a carry permit. I would guess half of employees already carry pocket knives or tools with blades that violate a strict reading of the law. It is bad practice to routinely infringe on the letter of the law. The five feet would allow weapons to be carried in one's desk but not allow them to be stored in the courthouse without the owner present. Waist holsters are often uncomfortable while sitting and possibly less accessible than your desk drawer. Joe Falkenberg suggested I provide interested employees with the schedules for taking the SD enhanced carry course after we adopt the motion. Consider that done.

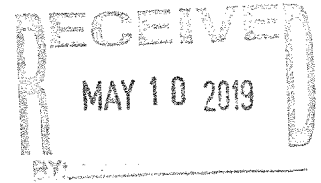
If the above meets with your approval, I could put it on the agenda for the June 4th meeting. Let me know if there is a better way to state the motion or something I have overlooked.

Regards,

Paul Nabholz
Fall River County Commissioner
906 N. River Street, Hot Springs, SD 57747

Seventh Judicial Circuit Court

P.O. Box 230
Rapid City SD 57709-0230
(605) 394-2571



CIRCUIT JUDGES

Craig A. Pfeifle, Presiding Judge
Matthew M. Brown
Jeffrey R. Connolly
Jeff W. Davis
Robert Gusinsky
Joshua K. Hendrickson
Heidi L. Linngren
Robert A. Mandel
Jane Wipf Pfeifle

MAGISTRATE JUDGES

Scott M. Bogue
Todd J. Hyronimus
Sarah E. Morrison
Marya Tellinghuisen

COURT ADMINISTRATOR

Kristi W. Erdman

STAFF ATTORNEY

Laura Hilt

A handwritten signature in black ink, appearing to be "JH".

May 6, 2019

Mr. Paul Nabholz
Fall River County Commission
906 N. River Street
Hot Springs, SD 57747

Dear Mr. Nabholz:

Thank you for your most recent letter of April 29, 2019, concerning the question of employees carrying in the courthouse. I am comfortable stating that we certainly are likely to get that point in the near future; my hope is to coordinate timing and requirement that are consistent with the rules that are being developed at the Capitol for employee carry in that building.

I expect those requirements to include notice of an intent to carry in the building while at work, a decision of where those who carry may keep their weapon while at work, and a requirement to have passed the class for the enhanced carry permit. While these remain a work in progress, my understanding is that these are being developed and will be available for review in the coming months. Once I get that information, my hope is to have the Commission allow me to come to a meeting at which we can develop our plan moving forward.

Thank you for the inquiry.

Sincerely,

A handwritten signature in black ink, appearing to be "C. Pfeifle", with a horizontal line drawn through it.

Craig A. Pfeifle
Presiding Circuit Court Judge

CAP:ams



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
North Central Montana District
Division of Oil and Gas
1220 38th Street N
Great Falls, MT 59405
<http://www.blm.gov/montana-dakotas>

In Reply Refer To:

September 24, 2019 Comp Sale
3160 (MT00200)

May 16, 2019

Dear Reader:

The Bureau of Land Management (BLM) received Expressions of Interest to sell Federal oil and gas leases on 12 parcels of Federal minerals in a future lease sale. The purpose and need for action is to 1) respond to EOIs to lease parcels of land for oil and gas development as mandated by Federal laws, and 2) prevent substantial loss of oil and gas resources from Federal lands due to drainage, and ensure that Federal lessors are not subjected to revenue losses through drainage. Offering parcels for competitive oil and gas leasing provides opportunities for private individuals or companies to explore and develop federal oil and gas resources after receipt of necessary approvals, and to sell the oil and gas in public markets.

The proposed action is to lease 12 parcels within the Billings, Miles City, and North Dakota Field Office areas. The BLM applied surface use stipulations to the parcels to avoid and minimize impacts to resources consistent with management decisions in the applicable Resource Management Plan (RMP). Those stipulations include, but are not limited to no surface occupancy in Greater Sage-Grouse primary habitat, streams, riparian areas, and floodplains, timing limitations to minimize impacts to special status species during critical time periods, and survey and consultation requirements for cultural resources and threatened/endangered species. The BLM prepared an Environmental Assessment to disclose the direct, indirect, and cumulative effects of the September 2019 lease sale on five resource issues: Air Resources, Socio-economic Conditions, Greater Sage-Grouse, Pronghorn Antelope, and Water Resources. The EA also discloses how stipulations avoid/minimize impacts to other resources such as, but not limited to, cultural and paleontological resources, recreation, and special status species.

Public Involvement Opportunity

The Environmental Assessment and corresponding appendices are posted on the BLM ePlanning website for a 30-day comment period starting on May 17, 2019. Written comments must be postmarked by June 16, 2019 to be considered. Comments should be within the scope of the proposed action, specific to the proposed action, have a direct relationship to the proposed action and include supporting reasons for the BLM to consider. Issues identified from public comment may be used to modify or add project design features, mitigation, or alternatives.

Comments may be submitted using the following methods:

Electronic: BLM e-Planning website – <https://eplanning.blm.gov>

- Use the “Text Search” tab with the below State/Office/Document Type/Fiscal Year -Click Search and select DOI-BLM-MT-0000-2019-0002-EA 2019 September Oil and Gas Lease Sale from the search result below.

- Click “Documents” on the left hand side of the screen to display documents available for review.

- Click “Comment on Document” on the right hand side of the screen to submit comments.

Mail: Bureau of Land Management
North Central Montana District
Division of Oil and Gas
Attention: Tessa Wallace
1220 38th St N.
Great Falls, MT 59405

Before including your address, phone number, e-mail address, or other personal identifying information in your comment, be advised that your entire comment – including your personal identifying information – may be made publicly available at any time. While you can ask us in your comment to withhold from public review your personal identifying information, we cannot guarantee that we will be able to do so.

Prior to issuance of any leases, the Decision Record and Finding of No Significant Impact (FONSI) will be finalized and posted for public review on our BLM e-Planning website. Please refer to the BLM e-Planning website at https://eplanning.blm.gov/epl-frontoffice/eplanning/nepa/nepa_register.do. Current and updated information about our EA,

Lease Sale Notice, and corresponding information pertaining to this sale can be found at the link referenced above.

If you have any questions or would like more information about lease sale notices or the issuance of the EA, Decision Record and FONSI, please contact Amy Waring, Natural Resource Specialist at (406) 896-5095 or Tessa Wallace, Natural Resource Specialist, at (406) 791-7768.

Sincerely,

A handwritten signature in black ink, reading "Dale H. Manchester". The signature is written in a cursive style with a long, sweeping horizontal line extending to the right.

Dale H. Manchester
NCMD Division Chief
Oil and Gas