

MEMORANDUM OF AGREEMENT
Between
LARAMIE COUNTY & National Foundation for the Centers for Disease Control and Prevention, Inc.

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming and the Laramie County Coroner's Office. P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and National Foundation for the Centers for Disease Control and Prevention, Inc. (hereinafter, "CDC Foundation").

I. PURPOSE

This purpose of this Agreement is to provide an individual and/or that individuals designee f to assist the Laramie County Coroner's office in its participation in the Overdose Response Strategy ('ORS'). The ORS is a public health/public safety partnership between the high intensity drug trafficking area (HIDTA) program and the National Foundation Centers for Disease Control and Prevention, Inc. (CDC Foundation). The intention and purpose of ORS is to provide an interagency and inter-disciplinary collaboration with the ultimate purpose of reducing overdose deaths.. Further description of its multiple purposes are outlined in Attachment A.

II. TERMS & TERMINATION

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties and shall remain in full force and effect until **September 29, 2025**.

1. Either party may terminate this Agreement by providing thirty (30) days written notice of termination to the other party.
2. Either party may terminate this Agreement for cause, default, or negligence at any time, without thirty days advance written notice. The Party initiating the termination may, at its option, allow the other party a reasonable time to cure the default before termination.
3. The CDC Foundation may immediately terminate this Agreement in the event payment from the CDC Foundation's funding source ceases.

III. RESPONSIBILITIES OF CONTRACTOR

1. CDC Foundation staff shall provide and participate in association with the Laramie County Coroner's office the services, goals and purposes of the ORS as described in Attachment A. (Attached hereto and fully incorporated herein) done.
2. CDC Foundation agrees and certifies its understanding that this position will involve review, handling and research into information which is privileged and confidential pursuant to both State and Federal law, Including but not limited to The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereto, 45 CFR parts 160, 162 and 164, W.S. 7-4-105, and the Wyoming Public Records Act, W.S. 16-4-101 et seq.

CDC Foundation agrees and understands that access to and/or possession of, such

materials requires compliance with state and federal requirements as to the use and potential dispensation of this information and will comply with all such requirements.

3. CDC Foundation agrees that no costs shall be assessed to Laramie County or the Laramie County Coroner's office for CDC Foundation staff's services as outlined in this Agreement and its Attachment.

IV. RESPONSIBILITIES OF COUNTY

The Laramie County Coroner's office shall provide access to information, documentation and other resources required to carry out the purposes of this agreement.

V. ADDITIONAL PROVISIONS

1. Independent Contractor: The services to be performed by CDC Foundation are those of an independent contractor and not as an employee of COUNTY. CDC Foundation staff is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CDC Foundation is free to perform the same or similar services for others.

2. Entire Agreement: This Agreement (5 pages) and Attachment A (4 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

3. Assignment: Neither this Agreement and Attachments, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement are fully severable.

7. Applicable Law and Venue: RESERVED.

8. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

9. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

10. Governmental/Sovereign Immunity: COUNTY and CDC Foundation and/or contractors associated federal or state agencies, to the extent permitted by law do not waive Governmental or +Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, the parties fully retain any and all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties, and shall inure solely to the benefit of the parties to this Agreement.

12. Indemnification: Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other. + This provision is not intended shall nor shall it be interpreted that act as a waiver or limitation of the foregoing invocation of immunities.

13. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

14. Limitation on Payment: COUNTY's obligations are conditioned upon the availability of funds which are appropriated or allocated for the continuing these obligations. If funds are not allocated and available for the continuance of the services provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

16. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

17. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement and Attachments A, the provisions and conditions set forth in this Agreement shall control.

18. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

CDC Foundation
DocuSigned by:

By: Monique S. Patrick
C2FAB2D997AC4F1
Monique S. Patrick, Chief Operating Officer

Date 7/21/2025 | 12:28:58 PM EDT

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature]
Laramie County Attorney's Office

Date 7/21/25

MEMORANDUM OF AGREEMENT

Attachment A: 30801001

Organization Name:	Laramie County, Wyoming and the Laramie County Coroner's Office
Project Number:	30801001
Project Name:	Capacity Building for the Overdose Response Strategy
Project Description:	To build the capacity of the Overdose Response Strategy (ORS) program through sourcing, hiring, training and providing technical assistance to Public Health Analysts in all 50 states, USVI, and Puerto Rico and public health practice coordinators to aid in local response activities.

This Attachment A: 30801001 is incorporated into, governed by and made part of the Agreement by and between the CDC Foundation and the County. The County and the CDC Foundation further agree as follows:

1. **SCOPE OF SERVICES.**

1.1. County shall be responsible for the following:

- a. Providing access to County facilities and resources to support the Project; and as may be required or necessary, provide CDC Foundation employees who may be required to report to County's worksite with the following access to facilities: on-site workspace, printer access, copy machine access, meeting room access, kitchen/breakroom access, clearance to enter the Central Office, and parking.
- b. Where the CDC Foundation staff is receiving a County issued laptop, the County will ensure access to computer applications and/or databases to accomplish their duties consistent with this Project.
- c. Communicating immediately to CDC Foundation staff's supervisor regarding any all issues with performance and/or conduct requiring managerial oversight or intervention. CDC Foundation supervisor will address all reported issues, in order to improve/rectify the issues.
- d. Providing regular and ongoing technical guidance and training necessary to carry out their duties related to the support of County operations; training must also include safety training regarding use of County's office.
- e. Neither requesting, nor allowing CDC Foundation staff to perform work not otherwise incorporated within their respective job descriptions. CDC Foundation staff should only work within the scope of their job descriptions. Any modifications to CDC Foundation staff duties or job descriptions require written approval by the CDC Foundation.

- f. Neither requesting, nor allowing CDC Foundation staff to perform unallowable duties as outlined in the Notice of Award, Uniform Guidance, and all governing federal rules and regulations, including performing duties related to fundraising, lobbying, research, and clinical work.
- g. Ensuring the safety of CDC Foundation employees, including requiring and utilizing safe infection prevention control practices, such as proper personal protective equipment, as set forth by the CDC; and inform the CDC Foundation of CDC Foundation employees that fall ill.
- h. Notifying the CDC Foundation if concerns arise regarding the CDC Foundation employees' ability to complete designated Project assignments.
- i. Working collaboratively with CDC Foundation staff to create and foster a professional, respectful, and productive work environment.
- j. Certifying that federal funds will not be used to supplant State, local, or other non-federal funds that would, in the absence of such federal aid, be made available for any such staffing and related activities within your state, localities, and/or territories.

1.2. The CDC Foundation shall be responsible for the following:

- a. Temporarily assigning employee(s) to work from the County office or other appropriate location, or remotely. The CDC Foundation employees will comply with the policies and procedures of the CDC Foundation.
- b. Providing CDC Foundation staff assigned to this Project with laptops with Microsoft Office software, as needed based on functions of their position as outlined in their job descriptions. Where CDC Foundation staff is onsite at the County's office, the County will assist with the returning of these laptops, in good working order, back to the CDC Foundation at the Termination of this Agreement.
- c. Providing employees human resources support and training materials for successful onboarding including but not limited to information regarding benefits, instructions for the completion of timesheets and requests for leave.
- d. Providing administrative and managerial oversight of CDC Foundation staff, as well as overseeing related administrative documents. County will cover all costs associated with information technology, infrastructure, training, and equipment related to this Project.
- e. Ensuring that CDC Foundation staff will attend and complete County's trainings necessary to carry out their duties contained within this Agreement.
- f. Working collaboratively with colleagues in the County office to create and foster a professional, respectful, and productive work environment.
- g. The CDC Foundation staff assigned to the County is at all times considered an employee of the CDC Foundation with all the legal rights, responsibilities and obligations that apply.

- h. The CDC Foundation will facilitate data sharing and joint initiatives between public health and public safety agencies and organizations that are designed to address illicit drug use and overdose.
- i. The CDC Foundation will collaborate with the Wyoming Drug Intelligence Officer (DIO) to build partnerships between local HIDTA program(s) and public health entities.
- j. The CDC Foundation shall develop specialized knowledge of significant drug use and overdose related datasets in Wyoming.
- k. The CDC Foundation shall identify and promote promising overdose prevention interventions at the intersection of public health and public safety in Wyoming.
- l. The CDC Foundation shall conduct overdose, drug use and drug availability related data analyses on behalf of partner agencies, as needed.
- m. The CDC Foundation shall present to diverse audiences on overdose trends and local response efforts.
- n. The CDC Foundation will support projects that enhance public health/public safety collaborations through the identification of appropriate local partners, qualitative and quantitative data collection, and dissemination of project findings.

1.3. Positions/Staff. CDC Foundation shall provide to County one or more CDC Foundation employees, as requested by County from time to time, and as may be agreed to in writing by CDC Foundation, in its sole discretion.

1.4. Backfilled Positions. In the event that a CDC Foundation employee ceases to be employed by CDC Foundation or is no longer available for assignment to the County, the CDC Foundation, may in its sole discretion, agree to backfill the respective position.

1.5. Approvals. The CDC Foundation's approval for the items set forth in Section 2.3 and 2.4 must be obtained in writing; however, a formal amendment is not required to increase, decrease, or backfill the CDC Foundation staff or positions assigned to the County. Such agreed upon written terms shall become a part of this Agreement, as amended.

1.6. Reporting. County will provide the CDC Foundation with periodic progress reports and a final narrative report detailing the impact of having CDC Foundation employees on staff and how the CDC Foundation employees bolstered the public health workforce in the County. The final report will be due upon the completion of the project.

1.7 Non-Supplanting. The County certifies that federal funds will not be used to supplant State, local, tribal, or other non-federal funds that would, in the absence of such federal aid, be made available for any such activities under any Attachment A: 30801001.

Except as set forth in this Attachment A: 30801001, the MOA is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Signature Page

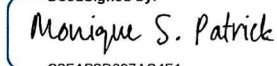
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners


ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CDC Foundation

By:  Date 7/21/2025 | 12:28:58 PM EDT
Monique S. Patrick, Chief Operating Officer

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date 7/21/25
Laramie County Attorney's Office