

**GRANT AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
LARAMIE COUNTY**

1. **Parties.** The parties to this Grant Agreement (Agreement) are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Laramie County (County), whose address is: 309 West 20th Street, Cheyenne, Wyoming 82001. This Agreement pertains to the Community Prevention Unit.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the County shall use funds for activities designed to prevent the use, misuse, or abuse of tobacco, alcohol, or controlled substances, and activities designed to prevent suicide through the Community Prevention Grant Program.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of this Agreement is from July 1, 2026, through June 30, 2028. All services shall be completed during this Performance Period. This Agreement may be extended twice by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.
4. **Payment.**
 - A. The Agency agrees to pay the County for the services described in Section 5, below, and in Attachment A, Statement of Work, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed nine hundred one thousand, six hundred forty dollars (\$901,640.00). Federal funds are provided under the following Assistance Listing Numbers: 93.959 and 93.387. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. County shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement and corresponding State and Federal regulations
 - B. No payment shall be made for work performed outside of the Performance Period of this Agreement. Should the County fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the County performs its duties and responsibilities to the satisfaction of Agency.
 - C. When the County is working at a location requiring an overnight stay, the County shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.
 - D. **Reporting.** By July 31st of each year that this Agreement is in effect, County shall provide Agency with summary information on all expenses and anticipated

expenses incurred between July 1st of the prior year through June 30th of the current year. Failure to provide Agency with this expense information by July 31st may result in the Agency failing to reimburse County for any expenses that were incurred prior to June 30th, but not reported.

5. **Responsibilities of County.** The County agrees to:

- A. Provide the services and comply with the duties described in Attachment A, Statement of Work.
- B. Complete and ensure that Attachment B, Point of Contact Information Form, which is attached and incorporated into this Agreement by this reference, remains updated to reflect the designation and authority of required personnel. The County will be responsible for updating the Point of Contact Information Form as necessary.
- C. In the event that the County will not be expending the full funding amount allocated in this Agreement, the County will complete Attachment C, Diversion of Funds Form, which is attached and incorporated into this Agreement by this reference, granting the Agency the right to repurpose funding to projects supporting community prevention efforts in Wyoming.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay County in accordance with Section 4 above.
- B. Provide support as described in Attachment A.
- C. Monitor and evaluate the County's compliance with the conditions set forth in this Agreement.

7. **Special Provisions.**

- A. **Assumption of Risk.** The County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the County's failure to comply with state or federal requirements. The Agency shall notify the County of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** County agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time

that the award is in effect;

- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

- D. **Kickbacks.** County certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If County breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Agreement, County certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by County or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by County or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. **Nondiscrimination.** The County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the County to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- H. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases,

research, reports, signs, and similar public notices in whatever form, prepared by or for the County and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

- J. Suspension and Debarment.** By signing this Agreement, County certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, County agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. Administration of Federal Funds.** County agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** County acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which County purchases ownership using funds awarded under this Agreement. County must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements.** County agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. County agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, County shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** County hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. County should be able to document that any reduction in non-federal resources occurred for reasons other

than the receipt or expected receipt of federal funds under this Agreement.

- O. Program Income.** County shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- P. Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Agency may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the Agency under this Agreement, at law, or in equity.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The County shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the County which are pertinent to this Agreement. The County shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the

County which are pertinent to this Agreement. The County shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other grantees for work related to this Agreement. The County shall cooperate fully with other grantees and the Agency in all such cases.
- G. Compliance with Laws.** The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement shall be kept confidential by the County unless written permission is granted by the Agency for its release. If and when County receives a request for information subject to this Agreement, County shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of ten (10) pages; Attachment A, Statement of Work consisting of eight (8) pages; Attachment B, Point of Contact Information Form, consisting of one (1) page; Attachment C, Diversion of Funds, consisting of one (1) page; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- J. Ethics.** County shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing County's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The County shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the County shall be free from control or direction over the details of the performance of services under this Agreement. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the County or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The County agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the County or the County's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement. Upon termination of services, for any reason, County agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The County recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the County or its subcontractors will violate any such restriction. The County shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Insurance Requirements.** County is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the County expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- V. Taxes.** The County shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the County fails to perform in accordance with the terms of this Agreement.
- (i) If at any time during the performance of this Agreement, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Agency and after written notice to the County, the Agency may terminate this Agreement or any part of it. As of the termination date, the County will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the County shall be liable to the Agency for the entire cost of replacement services for the duration of the Agreement term.
- X. Third-Party Beneficiary Rights.** 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 to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the County of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Director
Wyoming Department of Health

Date

Stephanie Sandoval, MHSA, MBA
Senior Administrator, Public Health Division

Date

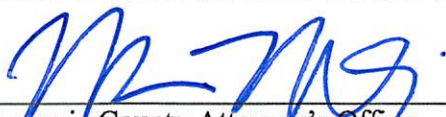
COUNTY:

Laramie County

Chairman
Laramie County Board of Commissioners

Date

COUNTY ATTORNEY: APPROVAL AS TO FORM



Laramie County Attorney's Office



Date

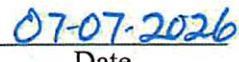
COUNTY CLERK'S ATTESTATION

Laramie County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #257295
for: Chandler Pauling, Assistant Attorney General



Date

Statement of Work (SOW)

This SOW identifies and describes the milestones and deliverables for the Agreement between the Wyoming Department of Health, Public Health Division (Agency), and Laramie County (County). Services shall be provided to the entire county population as resources and capacity allow.

I. Background/Introduction.

The Community Prevention Grant (CPG) Program addresses some of Wyoming's top public health prevention priorities, including underage alcohol and youth marijuana use, adult overconsumption of alcohol, tobacco use, opioid/prescription drug misuse/abuse, other drugs, and suicide.

II. Definitions and Acronyms.

- A. Centers for Disease Control and Prevention (CDC) Suicide Prevention Resource for Action:** A publication that provides a framework for comprehensive suicide prevention in communities through seven (7) strategies: strengthen economic supports, create protective environments, improve access and delivery of suicide care, promote healthy connections, teach coping and problem-solving skills, identify and support people at risk, and lessen harms and prevent future risk.
- B. Community Prevention Specialist (CPS):** An individual responsible for carrying out and meeting the requirements of the Statement of Work and approved Work Plan.
- C. Grant Manager:** A County-level employee responsible for Agreement oversight to include administration, tracking, record keeping, and compliance.
- D. Reimbursement Signatory:** An individual responsible for approving reimbursement requests submitted by the CPS. This must be someone other than the CPS.
- E. Strategic Prevention Framework (SPF):** A comprehensive, evidence-based, and data-informed public health process developed by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- F. Local Prevention Coalition:** A group whose membership should consist of diverse and relevant stakeholders with representation from the following groups: community stakeholders, community leaders, local public health, law enforcement, and multi-disciplinary and diverse community partners such as healthcare systems, housing, businesses, faith-based organizations, and education.

III. Scope of Work. The County must complete the following deliverables.

A. CPG Personnel

- (i) Prior to the first payment, the County will appoint at least two (2) individuals to manage and implement the Agreement associated with the CPG Program.
 - a. One (1) County employee to be responsible for Agreement oversight including administration, tracking, reporting, and compliance, to be referred to as the Grant Manager.
 - b. A second person will be responsible for carrying out and meeting the requirements of the Statement of Work and implementation of the work plan, to be referred to as the Community Prevention Specialist (CPS). The CPS will serve as the main point of contact with the Agency regarding reporting, work plan and budget updates, and other grant requirements as listed in the CPG Guidance documents, which are incorporated into the Agreement by this reference, including any future revisions. Alternatively, the County may subcontract this position to a third party.
 - c. The County should identify one (1) person to serve as the CPS supervisor. This individual is responsible for monitoring performance and enforcing organizational policies. Alternatively, the County may subcontract this position to a third party.
 - (ii) Prior to the first payment, the County will complete the Point of Contact Information Form (Attachment B) to designate the Grant Manager, the CPS, a CPS supervisor, and the Reimbursement Signatory. The County shall notify the Agency, in writing, within ten (10) business days of any personnel change related to this Agreement. The County will be responsible for updating the Point of Contact Information Form within two (2) weeks of any change affecting the point of contact.
 - (iii) County shall designate appropriate member(s) to meet with the Agency on at least a monthly basis, as mutually agreed upon by the Agency and County, to discuss deliverable performance, community successes and barriers, system quality improvement, and other issues as necessary.
 - (iv) County shall designate appropriate member(s) to attend the bi-monthly regional prevention calls and the Prevention Bi-Monthly calls.
- B. Development and Approval of the Work Plan and Budget**
- (i) Prior to the first payment, the work plan must be completed and approved by the Agency. The work plan must include the following focus areas: underage drinking and youth marijuana, overconsumption of alcohol, tobacco/nicotine, opioids/other drugs, suicide, and shared risk/protective factors.
 - a. The County must use the Agency-provided work plan template.
 - b. The work plan must be developed through a collaborative effort with one (1) or more local prevention coalitions focused on substance use prevention and suicide prevention to complete a twenty-four (24) month work plan with an associated budget. The following steps of the SPF model must be used in the development of the work plan:
 - i. Assessment: CPG personnel, in coordination with a local prevention coalition, should utilize county-level data to assess community needs, available resources, and readiness for each focus area. Data must be from a reliable and verifiable source.

- ii. Capacity: CPG personnel, in coordination with a local prevention coalition, should conduct a capacity assessment and identify evidence-based strategies or opportunities to increase capacity.
- iii. Planning: CPG personnel, in coordination with a local prevention coalition, should identify evidence-based strategies to address community priorities. This should be captured in a detailed logic model.
 - 1. All strategies in the work plan must be evidence-based and approved by the Agency prior to implementation. Strategies should be implemented with fidelity.
 - 2. The work plan must address all three (3) National Tobacco Control Program (NTCP) goals.
 - 3. CPG personnel must prioritize the identified risk and protective factors for underage drinking: Favorable attitudes toward substance use - Low perceived harm, Peer substance use, Family management and/or family conflict, and Resiliency. At least one (1) of these factors must be addressed in the work plan.
 - 4. The work plan must provide for a comprehensive primary substance use prevention program that includes activities and services delivered across a variety of settings and target populations with varying levels of risk. Substance use prevention strategies in the work plan must provide a mix of the Center for Substance Abuse Prevention's six (6) major primary prevention strategies and activities.
 - 5. The work plan should include programs and activities that address each of the seven (7) strategies in the CDC Suicide Prevention Resource for Action. If one (1) or more of the seven (7) strategies are not addressed with a program or activity, CPG personnel must provide a justification for choosing not to address that strategy.
 - 6. It is recommended that the County utilize the Wyoming Substance Use and Tobacco Prevention Program State Plan, the CDC Best Practices for Comprehensive Tobacco Control Programs, and the Wyoming State Suicide Prevention Plan to develop the work plan. The Agency will provide planning documents and technical assistance to aid with this process.
- (ii) Prior to the first payment, the Budget should be complete and approved by the Agency.
 - a. Funding allocation for expenses is estimated for each prevention category through the completion of the work plan. The following is provided as an allowable percentage of allocation in each category: 22% - 28% Suicide Prevention; 20% - 26% Adult Overconsumption Prevention; 20% - 26% Underage Alcohol and Youth Marijuana Use Prevention; 22% - 28% Tobacco Prevention, and 4%-10% Opioid/Prescription Drug and Other Drug Prevention. Actual expenses should fall within these ranges. Annual

time and effort for each category should follow these funding allocations as outlined in the County's work plan.

- b. **Community Prevention Service Delivery and Operational Budget**
 - i. The County should complete a detailed community prevention service delivery and operational budget, with justification for salary and benefits, equipment and supplies, operational supports, website and social media/community presence, travel and conferences, and community coalitions and workforce development, which are directly associated with the Agreement.
 - ii. Website and social media/community presence directly associated with and benefiting the Agreement, which should be no more than ten (10) percent of the total budget. Anything above ten (10) percent must be negotiated and approved between the County and the Agency.
 - iii. Community coalitions and workforce development are directly associated with and benefit from this Agreement.
 - iv. Indirect expenses shall be no more than ten (10) percent of the total budget.
 - c. **Community Prevention Services Implementation**
 - i. The County should prepare a detailed budget for implementing community prevention services for each prevention category. Allocation of funding for community development, education/information dissemination, and the implementation of work plans shall support evidence-based strategies and implementation plans.
 - d. **Indirect**
 - i. The County must make requests for indirect costs both in the approved budget and on reimbursement requests. Indirect costs shall be paid at a maximum of ten (10) percent of invoiced expenditures. Indirect expenses are those that are shared amongst multiple County functions or programs and contribute to the County's cost of administering the Agreement.
- (iii) Prior to the first payment, the Agency and County will work together to negotiate an approved work plan and budget.
 - (iv) Prior to subsequent payment, the Agency and County will work together to negotiate requested changes to the work plan and budget throughout the grant cycle.
 - a. The County must submit changes in writing, which includes submission by email, to the Agency for work plans or budget reallocations. The Agency and County will work collaboratively to approve the final changes.
 - b. The CPS is responsible for verifying County approval of work plan or budget reallocations.
 - c. The County shall provide the Agency with a written explanation of any changes.
 - d. The Agency and County will work collaboratively to approve the changes within thirty (30) days of the submission date.

C. Implementation of Approved Work Plan

- (i) Following joint approval of the work plan, the County shall work with a local prevention coalition and other partners to implement the jointly approved work plan.
- (ii) The County must adhere to the CPG Guidance documents.
- (iii) Within ninety (90) days, the County must complete a community conditions overview using Agency provided template. Agency must review within thirty (30) days for final approval.

D. Collaboration with a local prevention coalition or advisory council

- (i) The CPS is required to work with at least one (1) local prevention coalition or advisory council.
 - a. Membership should consist of a diverse and relevant stakeholder group. Local prevention coalitions must include representation from the following groups: community stakeholders, community leaders, local public health, law enforcement, and multi-disciplinary and diverse community partners such as healthcare systems, housing, businesses, faith-based organizations, and education.
 - b. The County should educate the local prevention coalition(s) and other stakeholders on the SPF model principles.
 - c. The County shall keep and make available, upon written request, the agendas and minutes of local prevention coalition meetings, advisory council meetings, or other public meetings.

E. Professional Development

- (i) The County must ensure that at least one (1) CPG personnel member attends an annual statewide Fall Summit training, per CPG award year, at the Agency's discretion. The Agency may recommend or help facilitate additional statewide or regional trainings.
- (ii) The County must ensure at least one (1) CPG personnel attends one (1) Semi-Annual Work Plan Workshop per grant award. Workshops will be held in the Spring of the second year.
- (iii) The County must ensure appropriate personnel or stakeholders attend the SPF Application for Prevention Success Training (SAPST) within six (6) months of hire date. Attending SAPST at least once every five (5) years is recommended as the material is regularly updated. The County should encourage and provide support to personnel funded by the Agreement to attend other trainings suggested and approved by the Agency.
- (iv) The County must ensure the supervisor attends a one (1) hour training focused on the CPG grant.
- (v) The County should request additional technical assistance when the need is identified by the County or the Agency.

F. Reporting and Evaluation

- (i) The County must provide information to the Agency and Agency contractors for reporting, evaluation, and additional requests by the Agency as outlined in the CPG Guidance documents, including any future revisions. The County is responsible for the following:
 - a. On at least a monthly basis, update information and provide required data metrics within an Agency-provided reporting and evaluation management system. If the County subcontracts prevention implementation, data on those activities is expected to be collected and provided through the same system.
 - b. On at least a monthly basis, monitor outcomes and information within the reporting and evaluation management system to manage performance and make quality improvement adjustments as necessary.
 - c. Complete all requests for required federal and state reporting and evaluation in a timely manner. Extensions must be requested in advance of a missed deadline via email with justification for the delay in reporting. Agency reserves the right to withhold payment until required reporting has been completed.
 - d. Complete all required training on the Agency reporting and evaluation management system to ensure accurate and consistent reporting.
 - e. The County must ensure participation in the Agency evaluation when implementing the chosen strategies.

G. Additional Provisions:

- (i) The County must ensure that individually identifiable health information, or any data that constitutes protected health information under the Health Insurance Portability and Accountability Act (HIPAA), will not be collected, obtained, or shared, directly or indirectly, without written permission from the Agency. Exceptions to this may be granted at the discretion of the Agency.
- (ii) To ensure coordinated statewide public information, the County is encouraged to collaborate with the Agency on its statewide media campaigns or with other counties on media efforts. All media shall adhere to the media guidance provided in the CPG Guidance documents. If the County includes the Agency logo, the media must be pre-approved by the Agency. The Agency Public Information Officer is available to assist with media, as needed.

IV. Agency Responsibilities. The Agency is responsible for the following:

A. Monitoring work plan progress and deliverables through:

- (i) Conducting support/site visits which may entail attending local prevention coalition meetings, conducting a fiscal review and fidelity check, and other community-level activities as schedules, funding, and technology allow.
- (ii) Monitoring outcomes and information within the strategy management system to assist County personnel in managing performance and making quality-improvement adjustments as needed.
- (iii) Evaluating implementation efforts. This may include conducting assessments and evaluating select strategies.

- (iv) Developing a performance improvement plan, if deemed necessary.
- (v) Reviewing community conditions overview within thirty (30) days for final approval.
- (vi) Holding payment until required reporting and deliverables have been completed.

B. Providing technical assistance to support the County for all deliverables through:

- (i) Providing guidance documents, community environmental scan documents and process, work plan process and documents, capacity enhancement process and documents, media protocol, and expense coding and invoice template.
- (ii) Collaborating with the County to modify reporting documents and processes based on feedback from the County.
- (iii) Providing training, guidance, and evaluation to the County and local prevention coalitions as needed, requested, and as resources allow. County utilization of technical assistance will be required if required activities are not completed.
- (iv) Reviewing and working with the County and communities to develop a work plan and budget.

V. Unallowable Activities. The County must ensure funds are not used for restricted activities, including, but not limited to:

- A.** Driving Under the Influence (DUI) education; individual substance abuse assessments; individual client services; capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein; endowment funding; religious purposes; grants to individuals; payment of deficits or retirement of debt; supplanting; programs or services that deny service based on race, color, national origin, sex, age, disability, or religion; any program or organization with a direct conflict of interest.
- B.** The County shall ensure that funding provided under this Agreement will not be utilized by funded personnel to attempt to influence government officials or elected representatives in regard to appropriation(s), legislation, or legislative policy. Attempts to influence government officials include, but are not limited to, requests for appropriations or unsolicited opinions on legislative changes that affect the delivery of prevention programs using any means of communication. Education on the impact of tobacco, substance use, and suicide at the community level is allowed. This restriction does not apply to elected county officials or their representatives not directly employed with Grant funding, and local prevention coalition members not directly employed with Grant funding; however, funding from this Grant may not be used to fund such activities.

VI. Budget Breakdown.

A. Fiscal and Reimbursement Responsibilities

- (i) Budget amounts and payment schedule will follow the County's approved work plan and budget, which is incorporated into the Agreement by this reference. The County must:

- i. Complete a monthly time study of Grant-funded personnel time and effort spent on adult overconsumption, underage alcohol and youth marijuana use, tobacco prevention, opioid/prescription drug misuse/abuse and other drugs, suicide prevention, and any other categories. All time studies shall be documented on the Agency-provided reimbursement request form. The Agency and County will work together to streamline this reporting as much as possible.
- ii. Complete and submit timely reimbursement requests and supporting documentation on a template provided by the Agency by the 15th of each month. Reimbursement should be requested within three (3) months of the expenditure date. Reimbursement forms must be completed fully with clear identification of approved expenses in the work plan.
- iii. Make requests for indirect costs both in the approved budget and on monthly reimbursement requests. Indirect expenses are those that are shared amongst multiple County functions or programs and contribute to the County's cost of administering the Agreement. Examples include general office equipment such as copiers and fax machines; personnel such as fiscal, human resources, or administrative services; general facilities; maintenance; or other costs not directly associated with the Agreement.
- iv. Allow the Agency or its designee to conduct periodic on-site fiscal monitoring and evaluations of the services performed by the County under this Agreement.
- v. In the event that the County will not be expending the full funding amount allocated in this Agreement, the County should complete the Diversion of Funds Form (Attachment C), granting the Agency the right to repurpose funding to projects that support community prevention efforts.

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**SFY 2027-2028 Community Prevention Grant (CPG)
Point of Contact Information Form**

Community Prevention Specialist (CPS)	The Community Prevention Specialist is responsible for carrying out and meeting the requirements of the Statement of Work and implementing the approved work plan.
Name:	Brittany Wardle
Organization:	Cheyenne Regional Medical Center
Phone Number:	307-773-8260
Email:	Brittany.wardle@crmcwy.org
CPS Supervisor	The individual who oversees the day-to-day operations of the CPS and serves as the next point of contact for support.
Name and Title:	Amy Spieker
Organization:	Cheyenne Regional Medical Center
Phone Number:	307-773-8188
Email:	Amy.spieker@crmcwy.org
Grant Manager	A County Employee who is responsible for Agreement oversight to include administration, tracking, reporting, and Agreement compliance.
Name:	Sandra Bay, Grants Manager
Organization:	Laramie County, Wyoming
Phone Number:	307-633-4201
Email:	Sandra.Bay@laramiecountywy.gov
Reimbursement Signatory	The Reimbursement Signatory is responsible for approving reimbursement requests submitted by the Community Prevention Specialist. This should be someone other than the Community Prevention Specialist.
Name and Title:	Sandra Bay, Grants Manager
Phone Number:	307-633-4201
Email:	Sandra.Bay@laramiecountywy.gov

By signing this form, I attest that these individuals will serve as the main point of contact for the Community Prevention Grant Award Agreement. I authorize the Reimbursement Signatory to sign reimbursement requests certifying that, to the best of their ability, all expenses are for the purpose of the grant, allowable, have been paid for, and supporting documentation retained.

Signature 

Date 7/29/26

Printed Name Gunnar Malm

Title Chairman, Laramie County Commissioner

This form must be signed by the County Commissioner responsible for signing the SFY 2027-2028 Community Prevention Grant Award Agreement.

Diversion of Funds

This letter serves as notification to the Wyoming Department of Health, Public Health Division (Agency), that _____ (County) does not intend to fully expend the _____ grant awarded and the remaining balance of \$ _____ will revert back to Agency for use on additional initiatives.

COUNTY:

Laramie County

Laramie County, Chairman
Laramie County Board of Commissioners

Date

COUNTY CLERK'S ATTESTATION

Laramie County Clerk

Date

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