

**WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
COMMUNITY PREVENTION SUBGRANTEE AGREEMENT BETWEEN LARAMIE
COUNTY AND CHEYENNE REGIONAL MEDICAL CENTER**

THIS WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION COMMUNITY PREVENTION SUBGRANTEE AGREEMENT ("Grant Agreement") (CFDA # 93.243 & 93.959) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and the Wyoming Institute of Population Health, a named Division of Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center (SUBGRANTEE), whose address is 214 E. 23rd St., Cheyenne, Wyoming 82001. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1) Purpose of Grant Agreement. COUNTY shall provide Wyoming Department of Health, Public Health Division Community Prevention grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all Wyoming Department of Health program rules and regulations is a condition to SUBGRANTEE'S receipt of funds provided hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 2018 through June 30, 2020 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to provide funding to SUBGRANTEE for work completed in connection with performance of the Project. Detailed invoices shall be submitted for work completed in accordance with the requirements of this Agreement. The total payment to SUBGRANTEE under this Grant Agreement shall not exceed \$900,492.00 ("Grant Award"). COUNTY will make payment following SUBGRANTEE'S delivery of quarterly invoices detailing services performed in connection with the Project in a form satisfactory to COUNTY.
- 4) Responsibilities of Grantee Regarding the Project. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
 - a) Professional Services. The SUBGRANTEE agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the COUNTY.
 - b) Procurement and Administrative Regulations. SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services.

- c) Compliance with Laws. In the interpretation, execution, administration and enforcement of this Grant Agreement, SUBGRANTEE agrees to comply with all applicable state and federal laws, rules, and regulations, including but not limited to:
- i) SUBGRANTEE agrees to comply with all federal requirements governing grant agreements that are applicable, including but not limited to 2 C.F.R. § 230; Cost Principles for Non Profit Organizations; and OMB Circular A-133 Audits of State and Local Governments. The Single Audit Act of 1984, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and SUBGRANTEE agrees to comply therewith.
 - ii) SUBGRANTEE further covenants that the Project will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.
 - iii) SUBGRANTEE shall comply with "Equal Opportunity in Federal Employment", Exec. Order No. 11, 246, 30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S. C. § 2000 et seq., the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and any rules and regulations related thereto. SUBGRANTEE shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and any rules and regulations related thereto. SUBGRANTEE shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Grant Agreement.
- d) Monitor Activities. The COUNTY shall have the right to monitor all activities of the SUBGRANTEE related to this Grant Agreement. Such monitoring shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all SUBGRANTEE personnel in every phase of performance of work related to this Grant Agreement. COUNTY will conduct risk assessments post award, as well as site visits during the course of the grant term.
- e) Retention of Records. SUBGRANTEE agrees to retain all records related to the Project that are required to be retained pursuant to this Agreement or the Wyoming Department of Health program rules and regulations for three years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.
- f) Prohibition on Lobbying. In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the SUBGRANTEE or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan.
- g) Reporting. Within 30 calendar days of the conclusion of each calendar quarter during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report that includes all required metrics under Attachment C. SUBGRANTEE shall likewise furnish COUNTY with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement.

- h) Suspension and Debarment. By signing this agreement, SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from 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) and 44 CFR Part 17, or are on the disbarred vendors list. Further, SUBGRANTEE agrees to notify COUNTY by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- i) Federal Audit Requirements. SUBGRANTEE agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. SUBGRANTEE agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits and States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this award, SUBGRANTEE shall provide one copy of the audit report to COUNTY and require the release of the audit report by its auditor to be held until adjusting entries are disclosed and made to COUNTY records.
- j) Miscellaneous.
 - i) SUBGRANTEE shall submit to COUNTY copies of all quarterly reports submitted in PERC and Insight Formation.
 - ii) SUBGRANTEE shall fulfill the requirements of the Statement of Work with regard to deliverables, including but not limited to community needs assessments, identification of evidence based strategies, eighteen (18) months' work plan, eighteen (18) month capacity enhancement plan, and working with at least one coalition on a monthly basis.
 - iii) SUBGRANTEE shall ensure that its personnel attend all required trainings in connection with the grant funds provided by Wyoming Dept. of Health.
 - iv) Notice of any changes with regard to budget, work plan, and other relevant items shall be provided to COUNTY in writing.
- 5) Responsibilities of County. COUNTY will, at its discretion, assist in providing SUBGRANTEE access to information, including without limitation providing SUBGRANTEE with information concerning statutes, rules and regulations referred to herein, and will cooperate with SUBGRANTEE whenever possible. COUNTY shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

6) Special Provisions.

- a) Limitation on Payments. COUNTY's obligation to pay SUBGRANTEE for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of state or federal government funds that are allocated to pay SUBGRANTEE hereunder. If grant agreement monies are not allocated and available for COUNTY to pay SUBGRANTEE for the performance of the Project, COUNTY may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.

COUNTY shall notify SUBGRANTEE at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to COUNTY in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. COUNTY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to SUBGRANTEE or any other person or entity as a result of termination under this section.

- b) No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.
- c) Office Space. SUBGRANTEE will not include charges or seek reimbursement in any invoice submitted to COUNTY for office or building space of any kind obtained by SUBGRANTEE for the performance of the Project. SUBGRANTEE will make no charge for office or building space unless specific provisions are included for such in this Grant Agreement. Under no circumstances will SUBGRANTEE be allowed to purchase office equipment with funds received through this Grant Agreement.
- d) Minority Business Enterprise. SUBGRANTEE is strongly encouraged to actively promote and encourage maximum participation of Minority Business Enterprises (MBE) as sources of supplies, equipment, construction and services in connection with performance of the Project.
- e) Budget Transfer Limitation. SUBGRANTEE agrees it will not exceed any of the line item totals listed on Attachment A by more than twenty percent (20%) without prior approval from COUNTY. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.

7) Default and Remedies. In the event SUBGRANTEE defaults or is deficient in the performance of any term of this Grant Agreement, COUNTY and/or Wyoming Department of Health shall have the right to exercise all remedies provided by law or in equity, including without limitation:

- a) Immediately terminating this Grant Agreement without further liability or obligation of COUNTY;
- b) Issuing a letter of warning advising SUBGRANTEE of the deficiency and putting the GRANTEE on notice that additional action will be taken if the deficiency is not corrected or is repeated;

- c) Recommending, or requesting SUBGRANTEE to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
 - d) Advising SUBGRANTEE that a certification will no longer be acceptable and that additional assurances will be required in such form and detail as COUNTY and Wyoming Department of Family Services may require.
 - e) Advising SUBGRANTEE to suspend disbursement of funds for the deficient activity;
 - f) Advising SUBGRANTEE to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
 - g) Changing the method of payment to SUBGRANTEE; and/or
 - h) Reducing, withdrawing, or adjusting the amount of the Grant.
- 8) General Provisions.
- a) Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.
 - b) Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
 - c) Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the event there is a sub-grant(s) under this Grant Agreement, SUBGRANTEE shall include all of the provisions of this Grant Agreement in every sub-grant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the SUBGRANTEE hereunder. SUBGRANTEE shall not use this Grant Agreement, or any portion thereof as collateral for any financial obligation.
 - d) Assumption of Risk. SUBGRANTEE shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to SUBGRANTEE'S failure to comply with this Agreement. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
 - e) Confidentiality of Information: The SUBGRANTEE acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential pursuant to law. SUBGRANTEE agrees that it shall comply with all applicable laws and regulations, whether state or federal, in the collection, maintenance and release of such information. COUNTY and its agents, or authorized representatives, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations. Any other parties will be granted access to

confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. Nothing herein shall prohibit the disclosure of information in summary form, including the publishing of reports of services provided in this Grant Agreement, so long as the identity of the client remains confidential and all other requirements of law or regulation are met.

- f) Conflict of Interest: The SUBGRANTEE and COUNTY confirm that, to their knowledge, no COUNTY employee has any personal or beneficial interest whatsoever in the services described herein. No staff member of the SUBGRANTEE, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Agreement.
- g) Entirety of Grant Agreement: This Grant Agreement (8 pages) and Attachment A, Budget (6 pages), Attachment B, Contract with Wyoming Department of Health (9 pages) and Attachment C, Statement of Work (6 pages) represent the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- h) Indemnification: Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- i) Independent Contractor: SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee or agent of COUNTY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on behalf of COUNTY. SUBGRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Grant Agreement.
- j) Kickbacks: SUBGRANTEE warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement.
- k) Notices: All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
- l) Grantee to Keep Informed: The SUBGRANTEE shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority which may, in any manner, affect the duties and responsibilities to be performed by SUBGRANTEE under the terms and conditions of this Grant Agreement.

- m) Patent or Copyright Protection. SUBGRANTEE recognizes that certain proprietary matters, techniques or information may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the SUBGRANTEE or its sub-grantees hereunder in connection with the Project will infringe any such rights of any person or entity nor will it violate any restriction. SUBGRANTEE shall defend, indemnify and hold harmless COUNTY from any infringement, violation or alleged infringement or violation of any such patent, trademark, copyright, license or other restrictions.
- n) Prior Approval: This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and no funds will be disbursed hereunder until all necessary approvals and actions have occurred as determined by COUNTY in its discretion and this Grant Agreement has been reduced to writing and signed by both parties.
- o) Severability: Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
- p) Governmental Immunity: Neither party waives its governmental 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 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. Pursuant to W.S. 1-39-104(a), SUBGRANTEE waives its governmental immunity for actions based in contract related to this Grant Agreement.
- q) Taxes: SUBGRANTEE shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.
- r) Time is of the Essence: Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- s) Waiver: The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.
- t) Titles Not Controlling: Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- u) 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 Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between and for the benefit of the parties to this Grant Agreement.

- 9) Signatures. By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

The effective date of this Grant Agreement is the date of the signature last affixed to this page.

LARAMIE COUNTY, WYOMING

By: _____
K.N. Buck Holmes Chairman
Laramie County Commissioners

Date:

By: _____
Debra Lee, Laramie County Clerk

Date:

CHEYENNE REGIONAL MEDICAL CENTER

By: Phyllis Sherard
Phyllis Sherard, CSO

12/28/18
Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] FOR
Mark Voss, Laramie County Attorney

12/28/18
Date

**Community Substance Abuse and Suicide Prevention
Services For Wyoming
Budget Narrative**

TOTAL PROJECT BUDGET:

A. Personnel

Position	Name	(FTE)	Annual Salary/Rate	Fringe Benefits	Year 1	Year 2	Total Cost
Project Director	TBD	1	\$ 83,200.00	\$ 17,056.00	\$ 100,256.00	\$ 101,920.00	\$ 202,176.00
Support Staff	TBD	1	\$ 46,800.00	\$ 9,594.00	\$ 56,394.00	\$ 57,330.00	\$ 113,724.00
Total					\$ 156,650.00	\$ 159,250.00	\$ 315,900.00

Justification:

Project Director: 1.0 FTE. Under the direction of the Community Health Director, responsible for managing all implementation, research and development of strategies to address community substance abuse and suicide prevention services for Laramie County, Wyoming.

Support Staff: 1.0 FTE for clerical support for staff to help with materials, mailings, arranging meetings, conference calls, informational webinars, and other support tasks.

Fringe benefits for the salaries of the personnel outlined above are calculated at a negotiated rate with the Department of Health and Human Services, Program Support Center, Division of Cost Allocation (DCA Western Field office) of 20.5%.

B. Travel.

Purpose of Travel	Location	Year 1	Year 2	Total Cost
Staff local travel	Local Project Activities	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Mandatory Meeting	Training Events	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Total		\$ 3,000.00	\$ 3,000.00	6,000.00

Justification:

Travel will be necessary for Project Director to attend approved project activities, local meetings and training events as required. Travel expense estimates are based on mileage (\$0.535 per mile (standard IRS rate)/ average round trip is minimum 360 miles), lodging (\$83 per night), and meal per diems (\$46 per day). Trip expenses average \$470 to \$530. For budget purposes we are using \$500 per trip. This travel covers the entire state of Wyoming, and travel is most commonly done in private vehicles.

C. Equipment and Supplies

Equipment

Item	Year 1	Year 2	Total Cost
No Equipment requested	\$0	\$0	\$0
Total	\$0	\$0	\$0

Supplies

Item	Year 1	Year 2	Total Cost
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General Office Supplies	\$500	\$500	\$1,000
Laptops-1st year expense	\$1,326		\$1,326
Printing/Marketing/Social Media	\$10,000	\$10,000	\$20,000
Total	\$11,826	\$10,500	\$22,326

Justification:

Standard office supplies are requested to carry out and implement project work. These supplies will be for the new staff specifically working on this project. Laptops will be purchased for Project Director and the Support Staff. We anticipate the laptop will be fully depreciated after the two year program. If funding ends before fully depreciated we will return laptops to the State. Printing for brochures and other educational supplies is estimated at \$0.56 per print/copy. Printing and Marketing used as needed to advance community based initiatives (e.g. flyers, brochures, paid media) All media will evidence based and accessed through Insight Vision.

D. Operational Support:

Item	Rate	Year 1	Year 2	Total Cost
Telephone	\$40/mo. X 12 mo.	\$480.00	\$480.00	\$960.00
Internet	\$40/mo. X 12 mo.	\$480.00	\$480.00	\$960.00
Total		\$960.00	\$960.00	\$1,920.00

Justification:

Office space is requested for Project Director and Support Staff. The rent is estimated on the current average retail value per square foot. Telephone and Internet would purchased for each office. These expenses are calculated using an average monthly cost. We typically charge rent for grant funded projects for the staff required to carry out the work.

E. Other

Community Prevention Service Delivery

Item	Year 1	Year 2	Total Cost
Community Prevention Grants	\$205,923	\$205,923	\$411,846
Laramie County Prevention Conference	\$15,000	\$15,000	\$30,000
Total	\$220,923	\$220,923	\$441,846

Justification:

Community Interventions often stall and enthusiasm is lost when adequate resources are not available to implement the action plan. We hope to support good ideas at the local level to advance prevention work in tobacco, alcohol, suicide and opioid prevention work in Laramie County. A steering committee will review proposals from organizations seeking funding. The proposals will be required to be needs driven and have a documented evidence base. The steering committee will include representatives from the County and Cheyenne Regional.

Sub-Contract:

Item	Year 1	Year 2	Total Cost
Grace for 2 Brothers	\$40,000	\$40,000	\$80,000
Total	\$40,000	\$40,000	\$80,000

Justification:

Grace for 2 Brothers: This organization provides suicide prevention trainings in Laramie County and across the state. We hope to scale their efforts in Laramie County to meet the needs of the grant and to play a role in improving the suicide rate in our community. This funding will ensure they can increase the number of local trainings and the number of people trained in suicide prevention. Their efforts are evidenced based.

A-E. Community Prevention Services Delivery

Total Amount Requested A-E		\$900,492
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F. Community Prevention Services Implementation

G. Community Support

Capacity Enhancement	\$2,500	\$0	\$2,500
Technical Assistance	\$15,000	\$15,000	\$30,000
Total	\$17,500	\$15,000	\$32,500

Item	Year 1	Year 2	Total Cost
No Indirect	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -

<u>Total Amount Requested</u>	<u>Indirect-10%</u>
\$900,492	\$0

<u>Category</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Total Request</u>
Personnel	\$ 156,650.00	\$ 159,250.00	\$315,900
Travel	\$ 3,000.00	\$ 3,000.00	\$6,000
Equipment	\$0	\$0	\$0
Supplies	\$11,826	\$10,500	\$22,326
Operational	\$960	\$960	\$1,920
Community Prevention Service Delivery	\$220,923	\$220,923	\$441,846
Sub-Contract	\$40,000	\$40,000	\$80,000
Other	\$17,500	\$15,000	\$32,500
Sub-Total	\$450,859	\$449,633	\$900,492
Administrative Services/Indirect Costs	\$ -	\$ -	\$ -
Total	\$450,859	\$449,633	\$900,492

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**CONTRACT BETWEEN
DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION AND
LARAMIE COUNTY**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 6101 Yellowstone Road., Suite 420, Cheyenne, Wyoming 82002, and Laramie County (Contractor), whose address is: 310 West 19th Street, PO Box 608, Cheyenne, Wyoming 82001. This contract concerns the Substance Abuse Prevention Program, Tobacco Prevention and Control Program, and Injury and Violence Prevention Program.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor 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.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2018 through June 30, 2020. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed nine hundred thousand, four hundred ninety-two dollars (\$900,492.00). An initial payment equivalent to one-tenth (1/10) of the total Contract amount, ninety thousand, forty-nine dollars and twenty cents (\$90,049.20), shall be made upon execution of the Contract. After the initial payment, payment shall be made upon invoiced expenses. Within the last four (4) months of the Contract, in order to reconcile the initial payment, payments shall be reduced accordingly. Reductions will not exceed the initial payment made to the Contractor. Subsequent payments shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
 - C. When the Contractor is working at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.

*C. Grant
Attorney
Finance*

5. **Responsibilities of Contractor.** The Contractor agrees to:
- A. Provide services as described in Attachment A.
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Contractor in accordance with Section 4 above.
 - B. Provide support as described in Attachment A.
 - C. Monitor and evaluate the Contractor's compliance with the conditions set forth in this Contract.
7. **Special Provisions.**
- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
 - B. **Environmental Policy Acts.** Contractor agrees all activities under this Contract 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 Contract may be terminated without penalty if a private entity that receives funds under this Contract:
 - (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.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract 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 Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal

grant shall not be utilized by Contractor 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 Contract that are performed by Contractor 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 Contract; and to observe personnel in every phase of performance of Contract related work.
- G. **Nondiscrimination.** The Contractor 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 Contract.
- Federal law requires the Contractor to include all relevant special provisions of this Contract 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 Contract, 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 Contractor and related to the services and work to be performed under this Contract, 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 Contract, Contractor 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 Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor 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 Contract.
- K. **Administration of Federal Funds.** Contractor agrees its use of the funds awarded

herein is subject to the Uniform Administrative Requirements of 2 C.F.R. 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.** Contractor 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 Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
 - M. **Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Contractor 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.** Contractor 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. Contractor 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 Contract.
 - O. **Program Income.** Contractor 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 Contract must be used to increase the scope of the program or returned to Agency.
8. **General Provisions.**
- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
 - B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract 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 Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. **Assignment Prohibited and Contract 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 Contract without the prior written consent of the other party. The Contractor shall not use this Contract, 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 Contractor which are pertinent to this Contract. The Contractor 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 Contractor which are pertinent to this Contract. The Contractor 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 Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor 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 Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Compliance with Laws.** The Contractor 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 Contract.
- 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 Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor 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 Contract.** This Contract, consisting of nine (9) pages, Attachment A, Statement of Work, consisting of six (6) pages; represent the entire and integrated Contract 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 Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. **Ethics.** Contractor 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 Contractor's profession.
- K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract 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 Contract 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 Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor 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 Contractor 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 Contractor or the Contractor's agents or employees as a result of this Contract.
- O. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.

- P. **Ownership and Destruction of Documents and Information.** To the extent allowed by the Wyoming Public Records Act, Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor 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. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- Q. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract 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. § 9-2-1016(b)(iv).
- R. **Insurance Requirements.** Contractor 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.
- S. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. **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 Contract and the Contractor 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 Contract 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.
- U. **Taxes.** The Contractor 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.

- V. **Termination of Contract.** This Contract may be terminated immediately by the Agency for cause if the Contractor fails to perform in accordance with the terms of this Contract. In addition, this Contract 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 Contract; b) by either party, without cause, upon thirty (30) days prior written notice to the other party; or c) upon mutual written agreement by the parties.
- (i) In the event of a material breach that is susceptible of cure or remedy, a party may not terminate the Contract for cause unless, 1) the party seeking to terminate the Contract first provides the other party with written notice of the intended termination, including a description of the material breach committed by the other party; and 2) a period of thirty (30) days elapses between the delivery of the notice and the termination of this Contract without the breaching party having, in the opinion of the party alleging the breach, effectively cured or remedied the material breach.
- W. **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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- X. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- Z. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. **Counterparts.** This Contract 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 Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

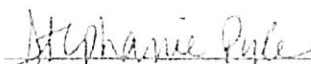
9. Signatures. The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION


Thomas O. Forslund, Director

8-15-18
Date


Stephanie Pyle, MBA
Senior Administrator, Public Health Division


8-10-18
Date

CONTRACTOR: LARAMIE COUNTY


Chairman, Laramie County Board of Commissioners

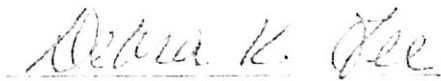
8/8/18
Date

COUNTY ATTORNEY: APPROVAL AS TO FORM


Laramie County Attorney

7/31/18
Date

COUNTY CLERK'S ATTESTATION


Laramie County Clerk

8-9-2018
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Susan G. O'Brien, Senior Assistant Attorney General

7-26-18
Date

ATTACHMENT A: STATEMENT OF WORK

General Description

This document is intended as a Statement of Work (SOW) to identify and describe key milestones, deliverables for services, and products required, under the contract between the Wyoming Department of Health, Public Health Division (Agency) and Laramie County (Contractor) for community-based alcohol, tobacco, opioid, other drug, and suicide prevention in Laramie County. Services shall be provided to the entire county population as resources and capacity allow.

Notification

To ensure coordination between the Agency and Contractor, the Contractor shall timely notify the Agency of developments that have a significant impact on the Contract-supported deliverables. Notification within ten (10) business days shall be given to the Agency in the case of problems, delays, or adverse conditions which materially impair Contractor's ability to meet the deliverables of the Contract. This notification shall include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

All expenses must be reasonable; they must be allocable to the funding and deliverables; they must be given consistent treatment through application of generally accepted accounting principles appropriate to the circumstances.

Other

The maximum amount of federal funds provided under CFDA# 93.243 shall not exceed two hundred fifty-two thousand, one hundred thirty-seven dollars and seventy-six cents (\$252,137.76) and under CFDA# 93.959 shall not exceed two hundred thirty-four thousand, one hundred twenty-seven dollars and ninety-two cents (\$234,127.92).

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

Contractor agrees to:

Date

1. Community Prevention Grant Personnel

Contractor will appoint one (1) person to be responsible for grant administration, tracking, reporting and grant compliance.

Ongoing

Contract-funded personnel will be responsible for carrying out and meeting requirements of the Statement of Work. Alternatively, the Contractor may sub-contract with a third party for this work.

2. Community Needs Identification/Work Planning

2.a	Conduct a community prioritization process to identify the primary causal areas affecting underage alcohol use, adult binge drinking, opioid prescription drug abuse and other drug abuse. Identify strategies to address the primary causes. The Agency will work closely with counties to assist with education of the nationally-recognized standard model for this process.	Within one hundred eighty (180) days of the Effective Date.
2.a.1	Activities chosen within the work plan required in deliverable 2.d, must be appropriate for impacting change within the identified causal areas.	
2.b	Identify evidence-based strategies, in consultation with the Agency, to address each of the four (4) nationally recognized tobacco prevention and control goals. Goals will be provided in the Community Prevention Guidance Document.	Within one hundred eighty (180) days of the Effective Date.
2.c	Identify evidence-based strategies, in consultation with the Agency, that align with the national and state suicide prevention goals as outlined in the state suicide prevention plan.	Within one hundred eighty (180) days of the Effective Date.
2.d	Through a collaborative effort with one (1) or more local coalitions focused on substance abuse prevention and suicide prevention, complete an eighteen (18) month work plan with an associated budget and planned activities timeline. The Agency will provide planning documents and technical assistance to aid with this process. When necessary, the Agency and Contractor will work together and negotiate final approvals. All strategies in the work plan must be evidence-based.	Within ninety (90) days of completion of deliverables 2.a-c.
2.d.1	Progress shall be monitored by the Agency through the timely completion of the activities identified on the planned activities timeline. Technical assistance will be available for all deliverables. Contractor utilization of technical assistance will be required if planned activities are not completed.	Ongoing

3. Capacity Enhancement

3.a	Contractor shall prepare and submit an eighteen (18) month capacity enhancement plan to the Agency within one hundred eighty (180) days from the later of the Effective Date of this contract or the receipt of a community capacity gaps analysis from the program evaluator. When necessary, the Agency and Contractor will work together and negotiate final approvals. The	Within one hundred eighty (180) days of the Effective Date and updated by July 1, 2019.
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Agency will provide the previous county capacity gap analysis and assistance with this process.

4. Implementation

4.a	Work with a local prevention coalition to implement the jointly approved work plans and capacity building plan, with fidelity to the Strategic Prevention Framework model.	Following joint approval of plans.
4.b	Work with at least one (1) coalition or advisory council. Membership should consist of a diverse and relevant stakeholder group.	Ongoing
4.b.1	Educate the local prevention coalition(s) and other stakeholders on the principles of the Strategic Prevention Framework model.	Ongoing
4.b.2	Keep and make available for public view, upon written request, agendas and minutes of prevention coalition meetings, advisory council meetings, or other public meetings.	Ongoing
4.c	Provide information to the Agency and Agency contractors for reporting, evaluation, and additional requests by the Agency as outlined in the Community Prevention Guidance documents.	Ongoing
4.c.1	On at least a monthly basis, update information within an Agency provided strategy management system.	Monthly
4.c.2	Monitor outcomes and information within the strategy management system in order to manage performance and make quality improvement adjustments as necessary.	Monthly
4.d	Utilize available technical assistance to assure maximum outcomes.	Ongoing

5. Professional Development

5.a	Ensure at least one (1) person in each county or entity that receives funding through the grant attend one (1) statewide training, per contract year, at the discretion of the Agency. The Agency may suggest or help facilitate additional statewide or regional trainings.	June 30, 2020
5.b	Encourage and provide support to at least one (1) person in each county or entity that receives funding by the grant to be certified as a prevention professional through an Agency-approved credentialing organization.	Ongoing
5.c	Ensure appropriate grant personnel or stakeholders attend the Substance Abuse Prevention Specialist Training within six (6) months of hire date. Encourage and provide support to personnel funded by the grant to attend other trainings suggested by the Agency.	Ongoing
5.d	Specialized technical assistance will be provided regularly and as needed. Grant funding is allocated for technical assistance.	Ongoing
5.e	Request additional technical assistance when need is identified by Contractor or Agency.	Ongoing

6. Additional Provisions

For reporting, invoicing and other documentation requirements, the Agency will work closely with a workgroup of interested county prevention personnel to receive feedback on the usability and recommended improvements of processes and documents.

6.a	Complete a monthly time study of grant funded personnel time and effort spent on tobacco use, adult binge, underage alcohol use, suicide, prescription drugs, and other drugs or topics. All time studies shall be documented on the Agency provided invoice. The Agency and Contractor will work together to streamline this reporting as possible.	Ongoing
6.b	Complete and submit an invoice and supporting documentation on a template provided by the Agency. The template may be modified based on feedback as noted above.	Ongoing
6.c	Notify the Agency, in writing, within ten (10) business days of any personnel change related to this Contract.	Ongoing
6.d	Allow the Agency or its designee to conduct periodic on-site evaluations of the services performed by the Contractor under this Contract.	Ongoing
6.e	Submit changes in writing (includes submission by email) to the Agency for work plans, capacity enhancement plans, or budget reallocations. The Agency and Contractor will work collaboratively to approve the final changes.	Ongoing
6.e.1	Contractor shall provide the Agency a written explanation of any changes. The Agency and Contractor will work collaboratively to approve the changes within thirty (30) days of the submission date.	
6.f	Contractor shall designate appropriate members to meet with the Agency on a monthly basis, as mutually agreed upon by the Agency and Contractor to discuss contract performance, community success and barriers, system quality improvement, and other issues as necessary.	Ongoing
6.g	Ensure any 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.	Ongoing
6.h	Ensure that funding provided under this Contract 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 includes, but is 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 abuse 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 community coalition members not directly employed with grant funding, however, funding from this Contract may not be used to fund such activities.	Ongoing
6.i	Ensure funds are not used for restricted activities including, but not limited to: DUI education; 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	Ongoing

	on sex, color, race, religion, national origin, sexual orientation, or disability; any program or organization with a direct conflict of interest.	
6.j	To ensure coordinated statewide public information, Contractor is encouraged to collaborate with the Agency on their statewide media campaign. All media shall be in accordance with the media guidance provided in the Community Prevention Guidance Document. If Contractor includes the WDH logo, the media must be pre-approved by the Agency. The WDH Public Information Officer is available to assist with media, as needed.	Ongoing
6.k	If Counties decide to collaboratively work together to identify, hire and fund a Statewide Coordinator outside of the Agency the following shall apply: Counties will collaboratively, with Agency input, establish a job description, interview and select a Statewide Coordinator outside of the Agency. The Statewide Coordinator will serve as a connection for counties as a means of increasing communication between the Agency, communities, legislators, County Commissioners, and allowing Agency staff to obtain a broader understanding of community efforts.	Statewide coordinator selected no later than January 31, 2019.

Agency agrees to:

Date

7. Agency Provisions

		Outside statewide coordinator selected by January 31, 2019.
7.a	Serve as a Statewide Coordinator until a qualified Statewide Coordinator outside of the Agency can be identified.	Coordinator responsibilities ongoing.
7.a.1	The Agency will work collaboratively with the Statewide Coordinator on all items in this Statement of Work as a direct liaison to community coalitions and County Commissioners.	
7.b	Conduct site visits and attend coalition meetings and other community level activities as schedules, funding, and technology allows.	Ongoing
7.c	Monitor outcomes and information within the strategy management system in order to assist grant personnel in managing performance and making quality improvement adjustments as necessary.	Monthly
7.d	Provide 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. Collaborate with the Contractor to modify reporting documents and processes based on feedback from Contractor.	Within fifteen (15) days of the Effective Date.
7.e	Review and work with the Contractor and communities to develop all work plans, and capacity enhancement plans.	Ongoing
7.f	Provide training, guidance, and evaluation to the Contractor and coalitions as needed, requested, and as resources allow.	Ongoing

8. Budget	
Budget amounts and payment schedule will follow the Contractor's grant application.	
8.a Community Prevention Services Delivery	
8.a.1	Includes salary and benefits, operational support, professional development and travel of personnel directly associated with the Contract.
8.a.2	Operational supports includes, but not limited to, communication, internet, copies, fax, office supplies/equipment purchases and rentals, office space, utilities, and postage directly associated with the Contract.
8.a.3	Annual time and effort for each category should follow these funding allocations as determined in the Contractor's work plan.
8.b Community Prevention Services Implementation	
8.b.1	Allocation of funding for community development of education/information dissemination and implementation of work plan shall be used to support evidence-based strategies and implementation plans.
8.b.2	Funding allocation for implementation activities in each category will be determined after completion of the work plan. The following is provided as allowable percentage allocation in each category: 23% - 33% Suicide Prevention; 16% - 26% Adult Binge Drinking Prevention; 18% - 28% Underage Alcohol Use Prevention; 14% - 24% Tobacco Prevention and 4%-14% Opioid/Prescription Drug and Other Drug Prevention.
8.c Capacity Enhancement	
8.c.1	Allocation of funding for development of community and organizational capacity based on needs identified in the capacity evaluation completed by the contracted evaluator. Funding shall be used to support evidence-based strategies and implementation plan.
8.d Technical Assistance	
8.d.1	Technical assistance is critical to the success of community programs. Contractor may use Contract funds to pay invoiced costs for technical assistance initially provided by the Agency or its approved vendor.
8.d.2	Following establishment of a statewide coordinator pursuant to 6.k., any technical assistance contractor will be jointly approved by the Agency and statewide coordinator for the term beginning July 1, 2019 through June 30, 2020.
8.e Indirect	
8.e.1	Shall be paid at a maximum of 10% of invoiced expenditures, if Contractor requests on invoices. Indirect expenses are those that are shared amongst multiple county functions or programs and contribute to the county's cost of administering the Contract. 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 associated directly with the Contract.