

**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 19<sup>th</sup> 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. 23<sup>rd</sup> 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 monies 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 July 1, 2020 through June 30, 2022 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE for performance of the Project, upon submission of invoices for work done in connection with the Project, completed in accordance with the requirements of this Grant Agreement. The total payment to GRANTEE under this Grant Agreement shall not exceed nine hundred thousand nine hundred forty-two dollars (\$900,942.00) ("Grant Award"). County will make payment following SUBGRANTEE'S delivery of monthly 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. and the Fair Housing Act, 42 U.S.C. § 3601 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. This 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 a risk assessment post award, as well as site visits during the course of the grant term.
- e) 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.
- f) Retention of Records. SUBGRANTEE agrees to retain all records related to the Project, that are required to be retained pursuant to this Grant Agreement for three (3) years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.
- g) Reporting. Within fifteen (15) calendar days of the conclusion of each calendar month during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report that includes all required metrics under Attachment B attached hereto.

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 Grant 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 Grant 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 Grant 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, work plan, and working with coalition on a monthly basis.
  - iii) SUBGRANTEE shall ensure that is personnel attend all required trainings in connection with the grant funds provided by the Wyoming Department of Health.
  - iv) Notice of any changes with regards 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 B 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 or any requirements of , then 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 the exclusive 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, for collateral for any financial obligation, without the prior written permission of COUNTY.
  - 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 Grant 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 Grant Agreement may be confidential. SUBGRANTEE agrees that it shall comply with all applicable law and regulation, 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 State & Federal laws and regulations 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 Grant Agreement, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Grant Agreement.
- g) Entirety of Grant Agreement: This Grant Agreement, Attachment A, Statement of Work, Attachment B, Budget, and Attachment C, Contract with Wyoming Department of Health 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 Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. Each party shall be solely liable and responsible for its own acts or omissions in connection with the Project or the performance of the Project or this Grant Agreement.
- i) Independent Contractor: SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee 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 the 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 Grant 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 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.

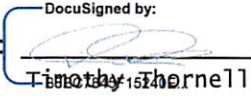
The effective date of this Grant Agreement is the date of the signature last affixed to this page.

**LARAMIE COUNTY, WYOMING**

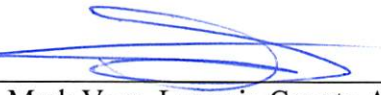
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gunnar Malm, Chairman  
Laramie County Commissioners

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Debra Lee, Laramie County Clerk

**CHEYENNE REGIONAL MEDICAL CENTER**

By:  \_\_\_\_\_ Date: August 18, 2020  
Timothy Thorne, Chief Executive Officer

**REVIEWED AND APPROVED AS TO FORM ONLY**

By:  \_\_\_\_\_ Date: 8/21/2020  
Mark Voss, Laramie County Attorney



## **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 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.

### **Notification**

To ensure coordination between the Agency and County, the County shall timely notify the Agency of developments that have a significant impact on the Grant-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 County's ability to meet the deliverables of the Agreement. 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

County agrees to:

Date

### 1. Community Prevention Grant Personnel

County will appoint at least two (2) people for the management and implementation of the Agreement associated with the Community Prevention Grant.

One county-level person to be responsible for Agreement oversight to include administration, tracking, reporting and Agreement compliance to be referred to as the Contract Manager.

Prior to first payment

A second person will be responsible for carrying out and meeting requirements of the Statement of Work to be referred to as the County Prevention Specialist. Alternatively, the County may sub-contract with a third party for this work.

### 2. Work Plan

2.a Utilize county-level data to assess needs and identify strategies for each focus area. Data must be from a reliable and verifiable source.

Prior to work plan submission

2.b Through a collaborative effort with one (1) or more local prevention coalitions focused on substance abuse prevention and suicide prevention, complete a twenty-four (24) month work plan with an associated budget utilizing the strategic prevention framework model. The County must address each of the four (4) nationally recognized tobacco prevention and control goals. All strategies in the work plan must be evidence-based. It is recommended that the County reference the Wyoming State Alcohol Plan, the CDC Best Practices for Comprehensive Tobacco Control Programs, and the state suicide prevention plan, to include the national and state suicide prevention goals. The Agency will provide planning documents and technical assistance to aid with this process. The Agency and County will work together and negotiate final approvals. Strategies in the work plan must be culturally appropriate policy, systems, and environmental strategies and activities which seek to improve health equity.

Prior to first payment

2.b.1 Progress shall be monitored by the Agency through the timely completion of the activities identified in the work plan. Technical assistance will be available for all deliverables. County utilization of technical assistance will be required if planned activities are not completed.

Ongoing

### 3. Strategic Plan

3.a Through a collaborative effort with one (1) or more local prevention coalitions, County shall prepare and submit a five (5) year strategic plan(s) to the Agency by June 30, 2022. A template will be provided by the Agency and all information requested in the template will be required. When necessary, the Agency and County will work together and negotiate final approvals. The Agency will provide the previous county capacity assessment and assistance with this process.

June 30, 2022

3.a.1 Required components of each strategic plan include: adult overconsumption, underage alcohol and youth marijuana use, tobacco prevention, opioid/prescription drug misuse/abuse and other drugs, suicide prevention, and a capacity enhancement and sustainability plan.

#### 4. Implementation

4.a	Work with a local prevention coalition to implement the jointly approved work plan and strategic plan(s), with fidelity to the Strategic Prevention Framework model.	Following joint approval of plans.
4.b	Work with at least one (1) local prevention coalition or advisory council.	Ongoing
4.b.1	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, and multi-disciplinary and diverse community partners such as healthcare systems, housing, businesses, faith-based organizations, and education.	
4.b.2	Educate the local prevention coalition(s) and other stakeholders on the principles of the Strategic Prevention Framework model.	Ongoing
4.b.3	Keep and make available for public view, upon written request, agendas and minutes of local prevention coalition meetings, advisory council meetings, or other public meetings.	Ongoing
4.b.4	In collaboration with the Agency, the County will create a memorandum of understanding to be signed by the County and the local prevention Coalition	December 1, 2020
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, which are incorporated into the Agreement by this reference, including any future revisions.	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 ensure maximum outcomes.	Ongoing

#### 5. Professional Development

5.a	Ensure at least one (1) person in each County that receives funding through the Grant attends one (1) statewide training, per Grant award year, at the discretion of the Agency. The Agency may suggest or help facilitate additional statewide or regional trainings.	June 30, 2022
5.b	Encourage and provide support to at least one (1) person in each County 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.	Ongoing

	Encourage and provide support to personnel funded by the Grant to attend other trainings suggested by the Agency.	
5.d	Specialized technical assistance will be provided regularly and as needed by the Agency or another contractor. Grant funding is allocated for technical assistance.	Ongoing
5.e	Request additional technical assistance when need is identified by County or Agency.	Ongoing
<b>6. Additional Provisions</b>		
6.a	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 topics. All time studies shall be documented on the Agency provided reimbursement request. The Agency and County will work together to streamline this reporting as possible.	Ongoing
6.b	Complete and submit a reimbursement request and supporting documentation on a template provided by the Agency.	Ongoing
6.c	Notify the Agency, in writing, within ten (10) business days of any personnel change related to this Agreement.	Ongoing
6.d	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.	Ongoing
6.e	Submit changes in writing (includes submission by email) to the Agency for work plans, strategic plans, or budget reallocations. The Agency and County will work collaboratively to approve the final changes.	Ongoing
6.e.1	County shall provide the Agency a written explanation of any changes. The Agency and County will work collaboratively to approve the changes within thirty (30) days of the submission date and execute a Contract amendment under Section 8.A of the Agreement.	
6.f	County shall designate appropriate members to meet with the Agency on a monthly basis, as mutually agreed upon by the Agency and County to discuss deliverable 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 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 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	Ongoing

	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.	
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 on sex, color, race, religion, national origin, sexual orientation, or disability; any program or organization with a direct conflict of interest.	Ongoing
6.j	To ensure coordinated statewide public information, County 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 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.	Ongoing

Agency agrees to:

Date

#### **7. Agency Provisions**

7.a	Conduct site visits and attend local prevention coalition meetings and other community level activities as schedules, funding, and technology allows.	Ongoing
7.b	Monitor outcomes and information within the strategy management system in order to assist Agreement personnel in managing performance and making quality improvement adjustments as necessary.	Monthly
7.c	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 County to modify reporting documents and processes based on feedback from County.	Within fifteen (15) days of the Effective Date.
7.d	Review and work with the County and communities to develop work plan and strategic plan(s).	Ongoing
7.e	Provide training, guidance, and evaluation to the County and local prevention coalitions as needed, requested, and as resources allow.	Ongoing

#### **8. Budget**

Budget amounts and payment schedule will follow the County's Grant Application, which is incorporated into the Agreement by this reference.

##### **8.a Community Prevention Services Delivery**

8.a.1	Includes salary and benefits, equipment and supplies, and operational support directly associated with the Agreement.
8.a.2	Operational supports include, but are not limited to, communication, internet, copies, fax, office supplies/equipment purchases and rentals, office space, utilities, and postage directly associated with the Agreement.

8.a.3	Annual time and effort for each category should follow these funding allocations as determined in the County'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: 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.
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. County may use Grant funds to pay invoiced costs for technical assistance initially provided by the Agency or its approved vendor.
8.e	Indirect
8.e.1	Shall be paid at a maximum of 10% of invoiced expenditures. County must make request for indirect costs both in the approved budget and on 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 associated directly with the Agreement.



**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	Brittany Wardle	1	\$ 86,770.32	\$ 9,863.34	\$ 96,633.66	\$ 96,633.66	\$ 193,267.32
Community Outreach and Grant Specialist	Shelbie Ashenbrenner	1	\$ 50,816.56	\$ 6,034.26	\$ 56,850.82	\$ 56,850.82	\$ 113,701.64
<b>Total</b>					<b>\$ 153,484.48</b>	<b>\$ 153,484.48</b>	<b>\$ 306,968.97</b>

**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 use and suicide prevention services for Laramie County, Wyoming.

Outreach & Grant Specialist: 1.0 FTE for assisting the Project Director with implementation of community strategies to address substance use and suicide prevention services for Laramie County, Wyoming.

Fringe benefits are calculated at actual expense of benefits taken by employee.

**B. Travel**

Purpose of Travel	Location	Year 1	Year 2	Total Cost
Staff local travel	Local Project Activities	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
Mandatory Meeting	Training Events	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
<b>Total</b>		<b>\$ 4,000.00</b>	<b>\$ 4,000.00</b>	<b>\$ 8,000.00</b>

**Justification:**

Travel will be necessary for staff to attend approved project activities, local meetings and training events as required. Travel expense estimates are based on mileage (\$0.58 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
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

#### Supplies

Item	Year 1	Year 2	Total Cost
General Office Supplies	\$450	\$450	\$900
Printing/Marketing/Social Media	\$821	\$821	\$1,642
<b>Total</b>	<b>\$1,271</b>	<b>\$1,271</b>	<b>\$2,542</b>

#### **Justification:**

Standard office supplies are requested to carry out and implement project work. 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).

### D. Operational Support:

Item	Rate	Year 1	Year 2	Total Cost
None Requested	0	\$0.00	\$0.00	\$0.00
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

#### **Justification:**



**E. Other**

**Community Prevention Service Delivery**

Item	Year 1	Year 2	Total Cost
Community Prevention Grants	\$169,050	\$169,050	\$338,100
Zero Suicide QPR License	\$7,500	\$7,500	\$15,000
Media Campaign	\$50,000	\$50,000	\$100,000
Peer Specialist in ED	\$40,000	\$40,000	\$80,000
Strategic Plan Facilitator	\$2,000	\$2,000	\$4,000
<b>Total</b>	<b>\$268,550</b>	<b>\$268,550</b>	<b>\$537,100</b>

**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
None	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Justification:**

**A-E. Community Prevention Services Delivery**

<b>Total Amount Requested A-E</b>	<b>\$857,611</b>
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**F. Community Prevention Services Implementation****G. Community Support**

Capacity Enhancement	\$1,500	\$1,500	\$3,000
<b>Total</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$3,000</b>

Item	Year 1	Year 2	Total Cost
5% of all Direct Expenses	\$ 21,440.27	\$ 21,440.27	\$ 42,880.55
<b>Total</b>	<b>\$ 21,440.27</b>	<b>\$ 21,440.27</b>	<b>\$ 42,880.55</b>

<u>Total Amount Requested</u>	<u>Indirect-5%</u>
<b>\$857,611</b>	<b>\$42,881</b>

Category	Year 1	Year 2	Total Request
Personnel	\$ 153,484.48	\$ 153,484.48	\$306,969
Travel	\$ 4,000.00	\$ 4,000.00	\$8,000
Equipment	\$0	\$0	\$0
Supplies	\$1,271	\$1,271	\$2,542
Operational	\$0	\$0	\$0
Community Prevention Service Delivery	\$268,550	\$268,550	\$537,100
Sub-Contract	\$0	\$0	\$0
Other	\$1,500	\$1,500	\$3,000
<b>Sub-Total</b>	<b>\$ 428,805.48</b>	<b>\$428,805</b>	<b>\$857,611</b>
Administrative Services/Indirect Costs	\$ 21,440.27	\$ 21,440.27	\$ 42,880.55
<b>Total</b>	<b>\$ 450,245.75</b>	<b>\$450,246</b>	<b>\$900,492</b>

204185

**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 concerns the Substance Abuse Prevention Program, Tobacco Prevention and Control Program, and Injury and Violence Prevention Program.
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.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from July 1, 2020, or Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term.

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, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed nine hundred thousand, four hundred ninety-two dollars (\$900,492.00). Total federal funds provided under CFDA #93.243 shall not exceed one hundred sixty-five thousand dollars (\$165,000.00), under CFDA #93.959 shall not exceed two hundred twenty-six thousand dollars (\$226,000.00), and under CFDA #93.387 shall not exceed one hundred thirteen thousand dollars (\$113,000.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. County shall submit invoices monthly in sufficient detail to ensure that payments may be made in conformance with this Agreement.
  - B. No payment shall be made for work performed before the Effective Date 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.

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

- A. Provide the services and comply with the duties described in Attachment A.

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

- A. Pay County in accordance with Section 4 above.
- B. Provide support as described in Attachments 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 subcontractor in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, MOU, 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.
- 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. Administration of Federal Funds.** County 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.
- K. 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.

- L. Federal Audit Requirements.** County 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. County 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 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.
- M. 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.
- N. 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.
- O. Health Equity.** The County shall ensure that services are equitable to under-resourced, socially disadvantaged, and ethnically diverse groups; provide services that are culturally and linguistically appropriate; collect demographic information, to the extent practicable; and engage in partnerships with other public or private providers to eliminate health disparities and improve the health of all people.

**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 contractors for work related to this Agreement. The County shall cooperate fully with other contractors 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 six (6) pages 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, no services shall be performed, 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. § 9-2-1016(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

sovereign or governmental entities pursuant to Wyo. Stat. § 139101, 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 a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; b) by either party, 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 Agreement for cause unless, 1) the party seeking to terminate the Agreement 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 Agreement without the breaching party having, in the opinion of the party alleging the breach, effectively cured or remedied the material breach.
- 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. The County's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Agreement by the Agency.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**


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**

  
Michael A. Ceballos, Director

07/22/2020  
Date

  
Stephanie Pyle, MBA  
Senior Administrator, Public Health Division

7-21-20  
Date

**COUNTY: LARAMIE COUNTY**

  
Chairman, Laramie County Board of Commissioners

July 7, 2020  
Date

**COUNTY ATTORNEY: APPROVAL AS TO FORM**

  
Laramie County Attorney

6-25-2020  
Date

**COUNTY CLERK'S ATTESTATION**


  
Laramie County Clerk

July 7, 2020  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
for: Bobbi K. Owen, Assistant Attorney General

6/19/2020  
Date

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY 

## **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 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.

### **Notification**

To ensure coordination between the Agency and County, the County shall timely notify the Agency of developments that have a significant impact on the Grant-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 County's ability to meet the deliverables of the Agreement. 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

County agrees to:

Date

**1. Community Prevention Grant Personnel**

County will appoint at least two (2) people for the management and implementation of the Agreement associated with the Community Prevention Grant.

One county-level person to be responsible for Agreement oversight to include administration, tracking, reporting and Agreement compliance to be referred to as the Contract Manager.

Prior to first payment

A second person will be responsible for carrying out and meeting requirements of the Statement of Work to be referred to as the County Prevention Specialist. Alternatively, the County may sub-contract with a third party for this work.

**2. Work Plan**

2.a Utilize county-level data to assess needs and identify strategies for each focus area. Data must be from a reliable and verifiable source.

Prior to work plan submission

2.b Through a collaborative effort with one (1) or more local prevention coalitions focused on substance abuse prevention and suicide prevention, complete a twenty-four (24) month work plan with an associated budget utilizing the strategic prevention framework model. The County must address each of the four (4) nationally recognized tobacco prevention and control goals. All strategies in the work plan must be evidence-based. It is recommended that the County reference the Wyoming State Alcohol Plan, the CDC Best Practices for Comprehensive Tobacco Control Programs, and the state suicide prevention plan, to include the national and state suicide prevention goals. The Agency will provide planning documents and technical assistance to aid with this process. The Agency and County will work together and negotiate final approvals. Strategies in the work plan must be culturally appropriate policy, systems, and environmental strategies and activities which seek to improve health equity.

Prior to first payment

2.b.1 Progress shall be monitored by the Agency through the timely completion of the activities identified in the work plan. Technical assistance will be available for all deliverables. County utilization of technical assistance will be required if planned activities are not completed.

Ongoing

**3. Strategic Plan**

3.a Through a collaborative effort with one (1) or more local prevention coalitions, County shall prepare and submit a five (5) year strategic plan(s) to the Agency by June 30, 2022. A template will be provided by the Agency and all information requested in the template will be required. When necessary, the Agency and County will work together and negotiate final approvals. The Agency will provide the previous county capacity assessment and assistance with this process.

June 30, 2022

<b>3.a.1 Required components of each strategic plan include: adult overconsumption, underage alcohol and youth marijuana use, tobacco prevention, opioid/prescription drug misuse/abuse and other drugs, suicide prevention, and a capacity enhancement and sustainability plan.</b>		
<b>4. Implementation</b>		
<b>4.a</b>	<b>Work with a local prevention coalition to implement the jointly approved work plan and strategic plan(s), with fidelity to the Strategic Prevention Framework model.</b>	<b>Following joint approval of plans.</b>
<b>4.b</b>	<b>Work with at least one (1) local prevention coalition or advisory council.</b>	<b>Ongoing</b>
<b>4.b.1</b>	<b>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, and multi-disciplinary and diverse community partners such as healthcare systems, housing, businesses, faith-based organizations, and education.</b>	
<b>4.b.2</b>	<b>Educate the local prevention coalition(s) and other stakeholders on the principles of the Strategic Prevention Framework model.</b>	<b>Ongoing</b>
<b>4.b.3</b>	<b>Keep and make available for public view, upon written request, agendas and minutes of local prevention coalition meetings, advisory council meetings, or other public meetings.</b>	<b>Ongoing</b>
<b>4.b.4</b>	<b>In collaboration with the Agency, the County will create a memorandum of understanding to be signed by the County and the local prevention Coalition</b>	<b>December 1, 2020</b>
<b>4.c</b>	<b>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, which are incorporated into the Agreement by this reference, including any future revisions.</b>	<b>Ongoing</b>
<b>4.c.1</b>	<b>On at least a monthly basis, update information within an Agency provided strategy management system.</b>	<b>Monthly</b>
<b>4.c.2</b>	<b>Monitor outcomes and information within the strategy management system in order to manage performance and make quality improvement adjustments as necessary.</b>	<b>Monthly</b>
<b>4.d</b>	<b>Utilize available technical assistance to ensure maximum outcomes.</b>	<b>Ongoing</b>
<b>5. Professional Development</b>		
<b>5.a</b>	<b>Ensure at least one (1) person in each County that receives funding through the Grant attends one (1) statewide training, per Grant award year, at the discretion of the Agency. The Agency may suggest or help facilitate additional statewide or regional trainings.</b>	<b>June 30, 2022</b>
<b>5.b</b>	<b>Encourage and provide support to at least one (1) person in each County that receives funding by the Grant to be certified as a prevention professional through an Agency-approved credentialing organization.</b>	<b>Ongoing</b>
<b>5.c</b>	<b>Ensure appropriate Grant personnel or stakeholders attend the Substance Abuse Prevention Specialist Training within six (6) months of hire date.</b>	<b>Ongoing</b>

	Encourage and provide support to personnel funded by the Grant to attend other trainings suggested by the Agency.	
5.d	Specialized technical assistance will be provided regularly and as needed by the Agency or another contractor. Grant funding is allocated for technical assistance.	Ongoing
5.e	Request additional technical assistance when need is identified by County or Agency.	Ongoing
<b>6. Additional Provisions</b>		
6.a	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 topics. All time studies shall be documented on the Agency provided reimbursement request. The Agency and County will work together to streamline this reporting as possible.	Ongoing
6.b	Complete and submit a reimbursement request and supporting documentation on a template provided by the Agency.	Ongoing
6.c	Notify the Agency, in writing, within ten (10) business days of any personnel change related to this Agreement.	Ongoing
6.d	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.	Ongoing
6.e	Submit changes in writing (includes submission by email) to the Agency for work plans, strategic plans, or budget reallocations. The Agency and County will work collaboratively to approve the final changes.	Ongoing
6.e.1	County shall provide the Agency a written explanation of any changes. The Agency and County will work collaboratively to approve the changes within thirty (30) days of the submission date and execute a Contract amendment under Section 8.A of the Agreement.	
6.f	County shall designate appropriate members to meet with the Agency on a monthly basis, as mutually agreed upon by the Agency and County to discuss deliverable 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 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 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	Ongoing



	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.	
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 on sex, color, race, religion, national origin, sexual orientation, or disability; any program or organization with a direct conflict of interest.	Ongoing
6.j	To ensure coordinated statewide public information, County 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 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.	Ongoing
Agency agrees to:		Date
<b>7. Agency Provisions</b>		
7.a	Conduct site visits and attend local prevention coalition meetings and other community level activities as schedules, funding, and technology allows.	Ongoing
7.b	Monitor outcomes and information within the strategy management system in order to assist Agreement personnel in managing performance and making quality improvement adjustments as necessary.	Monthly
7.c	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 County to modify reporting documents and processes based on feedback from County.	Within fifteen (15) days of the Effective Date.
7.d	Review and work with the County and communities to develop work plan and strategic plan(s).	Ongoing
7.e	Provide training, guidance, and evaluation to the County and local prevention coalitions as needed, requested, and as resources allow.	Ongoing
<b>8. Budget</b>		
Budget amounts and payment schedule will follow the County's Grant Application, which is incorporated into the Agreement by this reference.		
<b>8.a Community Prevention Services Delivery</b>		
8.a.1	Includes salary and benefits, equipment and supplies, and operational support directly associated with the Agreement.	
8.a.2	Operational supports include, but are not limited to, communication, internet, copies, fax, office supplies/equipment purchases and rentals, office space, utilities, and postage directly associated with the Agreement.	

<b>8.a.3</b>	<b>Annual time and effort for each category should follow these funding allocations as determined in the County's work plan.</b>
<b>8.b</b>	<b>Community Prevention Services Implementation</b>
<b>8.b.1</b>	<b>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.</b>
<b>8.b.2</b>	<b>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: 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.</b>
<b>8.c</b>	<b>Capacity Enhancement</b>
<b>8.c.1</b>	<b>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.</b>
<b>8.d</b>	<b>Technical Assistance</b>
<b>8.d.1</b>	<b>Technical assistance is critical to the success of community programs. County may use Grant funds to pay invoiced costs for technical assistance initially provided by the Agency or its approved vendor.</b>
<b>8.e</b>	<b>Indirect</b>
<b>8.e.1</b>	<b>Shall be paid at a maximum of 10% of invoiced expenditures. County must make request for indirect costs both in the approved budget and on 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 associated directly with the Agreement.</b>